



Tab settings

To the Honorable Commissioner of Pat

101178729

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Micro Ear Technology, Inc.

- Individual(s), General Partnership, Corporation-State, Other, Association, Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: September 7, 1999

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association, as agent

Internal Address:

Street Address: 135 S. LaSalle

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association National Banking, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41).....\$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

10/20/1999 NTHA11 00000108 75216149

DO NOT USE THIS SPACE

01 FC:481 40.00 OP 02 EC:482 225.00 OP

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

10/14/99

Date

Total number of pages including cover sheet, attachments, and document:

Mall documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignment

SCHEDULE 1
to
- PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

[SEE ATTACHED]

**Micro Ear Technology, Inc. (Micro-Tech)
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Int'l Class	Description of Goods or Services	Filing Date	Registration or Serial No.
REFUGE	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 20, 1996	Serial No. 75-216,149
OCTIVA	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 9, 1998	Serial No. 75-602,071
REFLEX	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 13, 1996	Serial No. 75-213,245
TRIM-PRO	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 13, 1996	Reg. No. 2,198,957
COMPRESSION-PRO	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 13, 1996	Reg. No. 2,198,955
MERIDAN	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 13, 1996	Reg. No. 2,198,956
TRU-CANAL	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 20, 1996	Serial No. 75-216,359
HF-3000	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 20, 1996	Serial No. 75-216,213
MICROCARD	9 (Electrical & Scientific Apparatus)	Programming interface for hearing aids	November 5, 1998	Serial No. 75-585,952
PERSONA PC	10 (Medical Apparatus)	Hearing aids and component parts therefor	November 10, 1998	Serial No. 75-590,239

SCHEDULE 2
to
- PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT COLLATERAL

[SEE ATTACHED]

**Micro Ear Technology, Inc. (Micro-Tech)
U.S. PATENTS AND PATENT APPLICATIONS**

Patent or Serial No.	First Named Inventor	Title	Filing Date
U.S. Patent 5,757,933 Serial No. 08/763,520	David A. Preves	In-the-Ear Hearing Aid with Directional Microphone System	December 11, 1996 Issued: May 26, 1998
Serial No. 08/795,545	David A. Preves	Acoustic Conditioner	February 6, 1997
Serial No. 08/896,484	Lawrence T. Hagen	Portable System for Programming Hearing Aids	July 18, 1997
Serial No. 09/004,788	Gordon J. Bye	Portable Hearing-Related Analysis System	January 9, 1998
Serial No. 09/052,631	Lawrence T. Hagen	In-the-Ear Hearing Aid with Directional Microphone System	March 31, 1998
Serial No. 09/251,592	Randall W. Roberts	Resonant Response Matching Circuit for Hearing Aid	February 17, 1999

**Micro Ear Technology, Inc. (Micro-Tech)
FOREIGN PATENTS**

Patent or Serial No.	Title	Filing Date
Canadian App. 2,223,660	System for Programming Hearing Aids	12/4/97
Canadian App. 2,223,676	In-the-Ear Hearing Aid With Directional Microphone System	12/4/97
EP-A2-853443	System for Programming Hearing Aids	12/11/97 Issued: 7/15/98
EP-A2-848573	In-the-Ear Hearing Aid with Directional Microphone system	12/11/97 Issued: 6/17/98

Continuation
Item 4

Micro Ear Technology, Inc. (Micro-Tech)
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Int'l Class	Description of Goods or Services	Filing Date	Registration or Serial No.
REFUGE	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 20, 1996	Serial No. 75-216,149
OCTIVA	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 9, 1998	Serial No. 75-602,071
REFLEX	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 13, 1996	Serial No. 75-213,245
TRIM-PRO	10 (Medical Apparatus)	Hearing aids and component parts therefor	December 13, 1996	Reg. No. 2,198,957
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 7, 1999, by MICRO EAR TECHNOLOGY, INC., a Minnesota corporation ("Grantor") in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lender Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Starkey Laboratories, Inc. (the "Company") has entered into a Credit Agreement dated as of February 1, 1999 (as amended or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and LaSalle Bank National Association, in its capacity as agent for such financial institutions, which in part amends and restates certain loans made by Norwest Bank Minnesota, National Association ("Norwest") and pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company;

WHEREAS, the Collateral Agent has entered into a First Amendment to Intercreditor Collateral Agreement dated as of the date hereof with the Company and certain of its subsidiaries, Norwest, Metropolitan Life Insurance Company, Texas Life Insurance Company and Norwest, in its capacity as collateral agent (the "Prior Collateral Agent") pursuant to which the parties thereto, among other things, substituted the Collateral Agent for the Prior Collateral Agent;

WHEREAS, Grantor has been joined as a party to a Security Agreement dated as February 1, 1999 (as amended or otherwise modified from time to time, the "Security Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Lender Parties are secured;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the ratable benefit of the Lender Parties, this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Collateral Agent, for the benefit of Collateral Agent and the Lender Parties, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent applications, Patent Licenses, Trademarks, Trademark applications and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company and the Grantor under the Credit Agreement and the guaranties described therein and under the Senior Note Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Collateral Agent, for the benefit of Collateral Agent and the Lender Parties, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

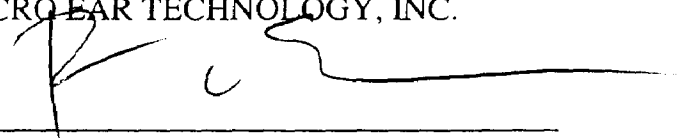
- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a Patent application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

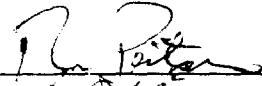

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 7th day of September, 1999.

MICRO EAR TECHNOLOGY, INC.

By: 
Robert O. Erickson, Vice President

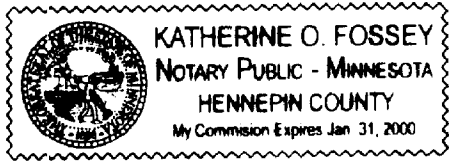
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Title: 

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 7th day of September, 1999, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of MICRO EAR TECHNOLOGY, INC., a Minnesota corporation, and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Katherine O. Fossey

Notary Public