

12-01-1999

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101211729

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

MKD 11/12/99

US PATENT & TRADEMARK OFFICE  
NOV 12 1999  
4:18 PM  
RECORDATION PROCESS

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment
  - Security Agreement
  - Merger
  - Change of Name
  - Other
  - License
  - Nunc Pro Tunc Assignment
- Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**FOR OFFICE USE ONLY**

11/30/1999 TTON11 00000165 1983560

01 FC:481  
02 FC:482

40.00 OP  
225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 001993 FRAME: 0346

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

202-457-0160

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/464,248"/>	<input type="text" value="75/541,644"/>	<input type="text" value="75/541,645"/>	<input type="text" value="1,983,560"/>	<input type="text" value="2,108,258"/>	<input type="text" value="1,985,451"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,653,576"/>	<input type="text" value="1,845,046"/>	<input type="text" value="1,602,073"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="961,012"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

DAVID R. HAARZ

Name of Person Signing

*David R. Haarz*  
Signature

NOV. 11, 1999

Date Signed

# GENERAL SECURITY AGREEMENT

1. UNITRON INDUSTRIES LTD. of 20 Beasley Drive, P.O. Box 9017  
(NAME OF CUSTOMER) (ADDRESS OF CUSTOMER)

Kitchener, Ontario N2G 4X1

(the "Customer") for valuable consideration grants, assigns, transfers, sets over, mortgages and charges to

THE BANK OF NOVA SCOTIA, at its Branch located at 44 King Street West, Toronto, Ontario,  
(ADDRESS OF BRANCH)

M5H 1H1

(the "Bank") as and by way of a fixed and specific mortgage and charge, and grants to the Bank, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Customer including all the right, title, interest and benefit which the Customer now has or may hereafter have in all property of the kinds hereinafter described (the "Collateral"):

- (a) all goods comprising the inventory of the Customer including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Customer or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession or finished goods and timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, all livestock and the young and unborn young thereof and all crops;
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, whether described in Schedule "A" hereto or not;
- (c) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Customer, and all claims of any kind which the Customer now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
- (d) all chattel paper;
- (e) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (f) all instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, money, letters of credit, advices of credit and cheques;
- (g) all intangibles including but not limited to contracts, agreements, options, permits, licences, consents, approvals, authorizations, orders, judgments, certificates, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits and all goodwill, patents, trade marks, trade names, trade secrets, inventions, processes, copyrights and other industrial or intellectual property, including as listed on Schedule "C" hereto;
- (h) with respect to the personal property described in subparagraphs (a) to (g) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (i) with respect to the personal property described in subparagraphs (a) to (h) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
- (j) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security; and

In this Agreement, the words "goods", "consumer goods", "account", "account debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds" and "accessions" shall have the same meanings as their defined meanings where such words are defined in the Personal Property Security Act of the province or territory in which the Branch of the Bank mentioned in paragraph 1 is located, such Act, including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement, "Collateral" shall refer to "Collateral or any item thereof".

2. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Customer to the Bank, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank in any currency or remaining unpaid by the Customer to the Bank in any currency, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "Obligations").

3. The Customer hereby represents and warrants to the Bank that:

- (a) all of the Collateral is, or when the Customer acquires any right, title or interest therein, will be the sole property of the Customer free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Customer to the Bank in writing;
- (b) the Collateral insofar as it consists of goods (other than inventory enroute from suppliers or enroute to customers or on lease or consignment) will be kept at the locations specified in Schedule "B" hereto or at such other locations as the Customer shall specify in writing to the Bank and subject to the provisions of paragraph 4 (j) none of the Collateral shall be moved therefrom without the written consent of the Bank;
- (c) the Customer's chief executive address is located at the address specified in paragraph 1;
- (d) none of the Collateral consists of consumer goods; and
- (e) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Customer in accordance with its terms.

TRADEMARK

REEL: 001993 FRAME: 0348

4. The Customer hereby agrees that:

- (a) the Customer shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- (b) the Customer shall cause the Collateral to be insured and kept insured to the full insurable value thereof with reputable insurers against loss or damage by fire and such other risks as the Bank may reasonably require and shall maintain such insurance with loss if any payable to the Bank and shall lodge such policies with the Bank;
- (c) the Customer shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Bank, when required, the receipts and vouchers establishing such payment;
- (d) the Customer shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (e) the Customer shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require, and the Customer shall permit the Bank or its authorized agents at any time at the expense of the Customer to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (f) the Customer shall furnish to the Bank such information with respect to the Collateral and the insurance thereon as the Bank may from time to time require and shall give written notice to the Bank of all litigation before any court, administrative board or other tribunal affecting the Customer or the Collateral;
- (g) the Customer shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for those disclosed to the Bank in writing prior to the execution of this Agreement or hereafter approved in writing by the Bank prior to their creation or assumption;
- (h) the Customer shall, upon request by the Bank, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be considered by the Bank to be necessary or desirable to give effect to the intent of this Agreement and the Customer hereby irrevocably constitutes and appoints the Manager or Acting Manager for the time being of the Branch of the Bank mentioned in paragraph 1, the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever the Bank may consider it to be necessary or desirable;
- (i) the Customer shall promptly notify the Bank in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Customer and immediately upon the Customer's acquisition of rights in any vehicle, mobile home, trailer, boat, aircraft or aircraft engine, shall promptly provide the Bank with full particulars of such collateral; and
- (j) the Customer will not change its name or the location of its chief executive office or place of business or sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security or intangible, without the prior written consent of the Bank, except that the Customer may, until an event of default set out in paragraph 9 occurs, sell or lease inventory in the ordinary course of the Customer's business.

5. Until an event of default occurs, the Customer may use the Collateral in any lawful manner not inconsistent with this Agreement, but the Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Customer agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith, and for such purpose shall permit the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Customer to examine and inspect the Collateral and related records and documents.

6. Before or after an event of default occurs, the Bank may give notice to any or all account debtors of the Customer and to any or all persons liable to the Customer under an instrument to make all further payments to the Bank and any payments or other proceeds of Collateral received by the Customer from account debtors or from any persons liable to the Customer under an instrument, whether before or after such notice is given by the Bank, shall be held by the Customer in trust for the Bank and paid over to the Bank upon request. The Bank may take control of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby. The Bank may hold as additional security any increase or profits, except money, received from any Collateral in the Bank's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Bank will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, security or chattel paper comprising part of the Collateral, the Bank will not be obligated to take any necessary or other steps to preserve rights against other persons.

7. The Bank may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have; but the Bank shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof.

8. Upon the Customer's failure to perform any of its duties hereunder, the Bank may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Customer shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses incurred by the Bank in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time. The "Prime Lending Rate of the Bank" means the variable per annum, reference rate of interest as announced and adjusted by the Bank from time to time for loans made by the Bank in Canada in Canadian dollars.

9. The happening of any one or more of the following events shall constitute an event of default under this Agreement:

- (a) if the Customer does not pay when due any of the Obligations;

TRADEMARK

REEL: 001993 FRAME: 0349

- (b) if the Customer does not perform any provisions of this Agreement or of any other agreement to which the Customer and the Bank are parties;
- (c) if the Customer ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or proposal under the Bankruptcy Act, takes advantage of provisions for relief under the Companies Creditors Arrangement Act or any other legislation for the benefit of insolvent debtors, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
- (d) if the Customer enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement;
- (e) if any proceeding is taken with respect to a compromise or arrangement, or to have the Customer declared bankrupt or wound up, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral, or if any encumbrance becomes enforceable against any Collateral;
- (f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Customer or if any distress or analogous process is levied upon any Collateral;
- (g) if the Bank in good faith believes and has commercially reasonable grounds for believing that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

10. If an event of default occurs, the Bank may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Bank may proceed to enforce payment of the Obligations and the Customer and the Bank shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Bank may take possession of the Collateral, enter upon any premises of the Customer, otherwise enforce this Agreement and enforce any rights of the Customer in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Bank may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Customer to assemble the Collateral and deliver or make the Collateral available to the Bank at a reasonably convenient place designated by the Bank.

11. Where required to do so by the PPSA, the Bank shall give to the Customer the written notice required by the PPSA of any intended disposition of the Collateral by serving such notice personally on the Customer or by mailing such notice by registered mail to the last known post office address of the Customer or by any other method authorized or permitted by the PPSA.

12. If an event of default occurs, the Bank may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Bank and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Bank hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Customer, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Customer on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Bank will not be accountable for and the Customer will not be entitled to be credited with the proceeds of any such disposition until the monies therefor are actually received; and further provided that any such receiver shall be deemed the agent of the Customer and the Bank shall not be in any way responsible for any misconduct or negligence of any such receiver.

13. Any proceeds of any disposition of any Collateral may be applied by the Bank to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Bank towards the payment of the Obligations in such order of application as the Bank may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 12 shall bear interest at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time, shall be payable by the Customer upon demand and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Bank, the Customer shall be liable to pay any deficiency to the Bank on demand.

14. The Customer and the Bank further agree that:

- (a) the Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Customer, debtors of the Customer, sureties and others and with the Collateral or other security as the Bank may see fit without prejudice to the liability of the Customer and the Bank's rights under this Agreement;
- (b) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Bank for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Bank;
- (c) nothing in this Agreement shall obligate the Bank to make any loan or accommodation to the Customer or extend the time for payment or satisfaction of the Obligations;
- (d) any failure by the Bank to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;
- (e) all rights of the Bank under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Customer shall not assert against the assignee any claim or defence which the Customer now has or may hereafter have against the Bank;
- (f) all rights of the Bank under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Customer under this Agreement shall bind the Customer, his heirs, executors, administrators, successors and assigns;

**TRADEMARK**

**REEL: 001993 FRAME: 0350**

- (g) If more than one Customer executes this Agreement, their obligations under this Agreement shall be joint and several, and the Obligations shall include those of all or any one or more of them;
- (h) If the Customer is a corporation, the Limitation of Civil Rights Act of the province of Saskatchewan shall have no application to this Agreement, or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Bank under this Agreement;
- (i) this Agreement shall be governed in all respects by the laws of the jurisdiction in which the Branch of the Bank mentioned in paragraph 1 is located;
- (j) the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Customer and attaches at that time to Collateral in which the Customer then has any right, title or interest and attaches to Collateral in which the Customer subsequently acquires any right, title or interest at the time when the Customer first acquires such right, title or interest.

The Customer acknowledges receiving a copy of this Agreement.

The Customer expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

Signed this 29th day of June, 19 99

Customer: UNITRON INDUSTRIES LTD.

Witness:

by: [Signature]  
TITLE Gary Ullman, President

by: [Signature]  
TITLE Paul Thompson, V.P.

*We have authority to bind the Corporation*

FULL NAME AND ADDRESS OF THE CUSTOMER (FOR INDIVIDUAL(S), INSERT FIRST GIVEN NAME, INITIAL OF SECOND GIVEN NAME, (FULL SECOND NAME IN ALBERTA AND BRITISH COLUMBIA) IF ANY, THEN SURNAME)	IF GIVEN BY INDIVIDUAL(S) RECORD DATE OF BIRTH			SEX	
	DAY	MONTH	YEAR	M	F

**SCHEDULE "A"**

(Description of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "A".

**SCHEDULE "B"**

(Location of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "B".

1. 20 Beasley Drive  
P.O. Box 9017  
Kitchener, ON  
N2G 4X1

DATE RECEIVED
.....
RECORDED
.....
APPROVED
.....
E.O.
AUDITOR
.....

**SCHEDULE "C"**

**TRADEMARKS**

<b>JURISDICTION</b>	<b>DESCRIPTION</b>	<b>REGISTRATION/ FILING DATE</b>	<b>REGISTRATION, APPLICATION NO.</b>
Canada	Unifit	March 11, 1999	Application No. 1008173

**PATENTS**

<b>Jurisdiction</b>	<b>Patent Number (if any)</b>	<b>Application Number</b>	<b>Issue Date (if any)</b>	<b>Filing Date</b>	<b>Description of Invention (if any)</b>
Canada	2,130,299		Dec. 9, 1997	Aug. 17, 1994	Canal hearing aid with protruding shell portion.
Canada	2,079,612			Oct. 1, 1992	Portable programmer for hearing aids.
Canada	2,014,960		July 25, 1995	Apr. 19, 1990	Modular hearing aid.

**See attached Schedule C-1**

SCHEDULE C-1

Jaltron Industries Ltd.

TRADE MARK STATUS REPORT

June 1998

Client Matter No	Country	Case Type	Trade Mark	Wares & Services	Serial No.	Filing Date	Registration No.	Registration Date	Due Date
080680 121	Austria	U	UNITTRON (AUSTRIAN)			00/00/00		00/00/00	
080680 122	Benelux	U	UNITTRON (BENEUX)			00/00/00		00/00/00	
080680 120	Canada	U	ICON (ZIMMER)			00/00/00		00/00/00	
080680 123	France	U	UNITTRON (FRANCO)			00/00/00		00/00/00	OPREXT Aug 31, 1998
080680 116	Germany	U	UNITTRON			00/00/00		00/00/00	
080680 124	Hungary	U	UNITTRON (HUNGARIAN)			00/00/00		00/00/00	
080680 125	Italy	U	UNITTRON (ITALY)			00/00/00		00/00/00	RESP Aug 01, 1998
080680 126	Portugal	U	UNITTRON (PORTUGAL)			00/00/00		00/00/00	
080680 127	Spain	U	UNITTRON (SPAIN)			00/00/00		00/00/00	
080680 128	Switzerland	U	UNITTRON (SWITZERLAND)			00/00/00		00/00/00	
080680 132	Argentina	TM	NEXUS & DESIGN		2142458	Apr 1, 1998		00/00/00	
080680 132	Argentina	TM	UNITTRON		948871	00/00/00	790635	Mar 15, 1994	RENEW Mar 15, 2004
080680 132	Argentina	TM	NEXUS & DESIGN						RENEW Jun 14, 2005
080680 137	Australia	U	UNITTRON		755719	Feb 21, 1998		00/00/00	
080680 137	Australia	U	NEXUS & DESIGN		635965	Jul 27, 1994	635965	Jul 27, 1994	WORK Jul 27, 1999
080680 137	Australia	U	UNITTRON		820706884	Apr 29, 1998		00/00/00	RENEW Jul 27, 2004
080680 137	Australia	U	NEXUS & DESIGN		819455866	Sep 5, 1996		00/00/00	
080680 137	Australia	U	UNITTRON						
080680 137	Australia	U	OSFACTORY		868861	Feb 10, 1998		00/00/00	FA Aug 10, 1998
080680 137	Australia	U	ESTERNA						
080680 137	Australia	U	EXCELLENCE BY DESIGN		770400	Dec 7, 1994	430853	Nov 24, 1995	RENEW Nov 24, 2010
080680 137	Australia	U	ICON		633645	Jun 6, 1989	376197	Nov 30, 1990	RENEW Nov 30, 2005
080680 137	Australia	U	IKON		801832	Jan 10, 1996	468390	Nov 26, 1996	RENEW Nov 26, 2011
080680 137	Australia	U	NEXUS		730555	Jun 8, 1993	430318	Jul 15, 1994	RENEW Jul 15, 2009
080680 137	Australia	U	NEXUS & DESIGN						PRELIM May 14, 1998
080680 137	Australia	U	NOVATONE		868306	Feb 3, 1998		00/00/00	FA Aug 01, 1998
080680 137	Australia	U	POCKET UNITFIT		296177	Apr 5, 1986	154452	Dec 1, 1987	RWNOT Mar 01, 1998
080680 137	Australia	U	SIGNIA		877168	May 1, 1993		00/00/00	FA Nov 05, 1998
080680 137	Australia	U	SIGNIA		691329	Oct 9, 1991	410133	Mar 26, 1993	RENEW Mar 26, 2008



TRADE MARK STATUS REPORT

June 1998

Client Matter No.	Country	Case Type	Trade Mark	Wares & Services	Serial No.	Filing Date	Registration No.	Registration Date	Due Date
100640 129	Canada	TM	SOUND FX	Wares: Hearing aids and parts therefor.	771672	Dec 21, 1994	451316	Dec 1, 1995	RENEW Dec 01, 2010
100640 132			UNICARD	WARES: (1) PC/DCA card used in connection with hearing aids.	877169	May 3, 1998		00/00/00	FA Nov 05, 1998
100640 25			UNITRON	Hearing aids	319930	Feb 2, 1972	190019	Apr 6, 1973	RENEW Apr 06, 2003
100640 112			UNITRON	Hearing aids and battery chargers.	386232	May 28, 1975	218775	Feb 4, 1977	RENEW Feb 04, 2007
100640 114			UNITRON CANADA & DESIGN	Hearing aids and accessories.	276892	Jul 19, 1983	136652	Jul 17, 1984	RENEW Jul 17, 2009
100640 134			VISTA	Custom in-the-ear hearing aids.	589733	Aug 12, 1987	349732	Jan 6, 1989	RENEW Jan 06, 2004
100640 135			NEXUS & DESIGN	Hearing aids in Class 10.	407365	Mar 5, 1998		00/00/00	
100640 133			UNITRON	Hearing aids in Class 10.	98015155	Mar 18, 1998		00/00/00	
100640 129			NEXUS & DESIGN	Hearing aids in Class 10.	762237	Feb 26, 1998		00/00/00	
100640 110			UNITRON	Hearing aids in Class 10.	394231	Jun 17, 1996		00/00/00	
100640 28			UNITRON	Hearing aids and parts thereof. In Class 10, FM transmission systems which can include a transmitter and receiver, for use by hard-of-hearing persons in a group environment in class 9.	133370	Jun 7, 1972	1203869	May 12, 1982	RENEW May 11, 2002
100640 28			IKOM	Hearing aids and parts thereof	U9180/10WZ	Dec 1, 1993	2094362	Mar 28, 1995	WORK Mar 30, 2000 RENEW Dec 01, 2000
100640 30			UNITRON	Class 9: Herstellung und Vertrieb elektroakustischer und elektrischer Geräte.	U3758/9WZ	May 29, 1972	907049	May 29, 1972	RENEW May 29, 2002
100640 319			VISTA	Im-ohr-hörgeräte für schwerhörige		Apr 21, 1987	1135034	Jul 19, 1988	RENEW Apr 28, 2007
100640 13			UNITRON			Jan 12, 1982	70751	May 12, 1983	RENEW Jan 12, 2002
100640 79			UNITRON	CLASS 10: Hearing aids and hearing aid accessories.	M9400166	Jan 7, 1994		00/00/00	RESP Jun 25, 1998
100640 29			UNITRON	Electronic hearing aids.	RM97C002331	Jun 13, 1972	284300	Sep 9, 1974	RENEW Jun 13, 2002
100640 153			SEARCHES - ROCKET UNITFIT, UNICARD			00/00/00		00/00/00	
100640 15			UNITRON	Hearing aids (Class 10)	76362/1984	Jul 16, 1984	2671506	Jun 29, 1994	RENEW Jun 29, 2004
100640 136			NEXUS & DESIGN	CLASS 10: Hearing aids.	98-5824	Mar 2, 1998		00/00/00	
100640 101			UNITRON (CLASS 11)	Class 11: Hearing aids and parts thereof.	9629107	Jul 4, 1996	385480	Dec 4, 1997	WORK Dec 04, 2000 RENEW Dec 04, 2007
100640 105			UNITRON (CLASS 39)	Class 39: FM transmission systems, which include a transmitter and one or more receivers for use by hard-of-hearing persons.	9629108	Jul 4, 1996	390356	Jan 12, 1998	WORK Jan 17, 2001 RENEW Jan 12, 2004
100640 133			NEXUS & DESIGN	Hearing aids in Class 10		00/00/00		00/00/00	
100640 81			UNITRON (Cl. 10)	CLASS 10: Hearing aids and hearing aid accessories.	206611	Jul 27, 1994	496967	Jul 11, 1995	RENEW Jul 27, 2004
100640 130			NEXUS & DESIGN	Hearing aids in Class 10	9801914	Mar 2, 1998		00/00/00	
100640 102			UNITRON	Class 9: FM transmission systems, which include a transmitter and one or more receivers, for use by hard-of-hearing persons. Class 10: Hearing aids and parts thereof.	963972	Jun 28, 1996	181746	May 1, 1997	WORK May 01, 2002 RENEW May 01, 2007

PATENT STATUS REPORT

June 1998

Client No.	Writer No.	Country	Case Type	Title	Serial No.	Filing Date	Registration No.	Registration Date	Due Date
0106A0:50		U.S.A.	P	ELECTROURE VENTING	602597	Oct 31, 1990	5084324	Jan 28, 1992	RENEW Jul 28, 1999 RENEW Jul 28, 2003 EXPIRE Oct 24, 2010
0106A0:112				FEEDBACK REDUCTION IN HEARING AIDS	09/060822	Apr 16, 1998		00/00/00	MPART Jul 06, 1998 INPROS Jul 16, 1998 PRECD Aug 16, 1998 FA Apr 16, 1999
0106A0:146				HEARING AID AUDIO BAND PROGRAMMING	09/060820	Apr 16, 1998		00/00/00	MPART Jul 12, 1998 INPROS Jul 16, 1998 PRECD Aug 16, 1998
0106A0:147				HEARING AID WITH ASIC AND PROGRAMMABLE CONTROLLER	09/060821	Apr 16, 1998		00/00/00	MPART Jul 12, 1998 INPROS Jul 16, 1998 PRECD Aug 16, 1998
0106A0:86				HEARING AID WITH DUAL COIL NOISE REDUCTION IN THE CANAL HEARING AID	112278	Aug 27, 1993	5357576	Oct 18, 1994	RENEW Apr 18, 2002 RENEW Apr 18, 2006 EXPIRE Aug 27, 2013
0106A0:75				MODULAR HEARING AID	686368	Apr 17, 1991	5304917	Apr 24, 1993	RENEW Oct 20, 2000 RENEW Oct 20, 2004 EXPIRE Apr 17, 2011
0106A0:55				MODULAR HEARING AID WITH WITH LID HINGED TO FACERLATE	437044	Nov 15, 1989	5008943	Apr 14, 1991	RENEW Oct 16, 1998 RENEW Oct 16, 2002 EXPIRE Apr 16, 2008
0106A0:58				NOISE REDUCTION IN HEARING AIDS	09/060825	Apr 16, 1998		00/00/00	INPROS Jul 16, 1998 MPART Jul 20, 1998
0106A0:148				PORTABLE PROGRAMMER FOR HEARING AIDS RE BOOT	08/217143	Mar 24, 1994		00/00/00	
0106A0:57				WARGUARD FOR HEARING AID	663735	Oct 22, 1984	4553637	Nov 19, 1985	ABNNNOT Mar 26, 1998
0106A0:91				MODULAR HEARING AID	91303281.9	Apr 12, 1991	0453200	Aug 2, 1995	RENEW Apr 12, 1999
0106A0:31		United Kingdom		NOISE REDUCTION IN HEARING AIDS	60/041891	Apr 16, 1997		00/00/00	
0106A0:96		U.S.A.	IP	PROVISIONAL: EFFICIENT FILTERBANKS FOR HEARING AIDS	60/041897	Apr 16, 1997		00/00/00	
0106A0:108				PROVISIONAL: HEARING AID AUDIO BAND PROGRAMMING	60/041975	Apr 16, 1997		00/00/00	
0106A0:109				PROVISIONAL: HEARING AID WITH ASIC AND PROGRAMMABLE CONTROLLER	60/041990	Apr 16, 1997		00/00/00	
0106A0:110									

PATENT STATUS REPORT

June 1998

Client Matter No.	Country	Case Type	Title	Serial No.	Filing Date	Registration No.	Registration Date	Due Date
100680 81	Canada	P	IN THE CANAL HEARING AID	2130299	Aug 17, 1994	2130299	Dec 9, 1997	MAINTENANCE Apr 17, 1998 MAINTENANCE Aug 17, 1999
101480 46			MODULAR HEARING AID	2014960	Apr 19, 1990	2014960	Jul 25, 1995	MAINTENANCE Apr 19, 1999 MAINTENANCE Apr 19, 2000
101480 67			PORTABLE PROGRAMMER FOR HEARING AIDS	2079612	Oct 1, 1992		00/00/00	RESP Aug 02, 1998 MAINTENANCE Oct 01, 1998 EXAM Oct 01, 1999 MAINTENANCE Oct 01, 1999
101640 68	European Patent Office		PORTABLE PROGRAMMER FOR HEARING AIDS	922109340.7	Oct 9, 1992		00/00/00	RENEW Oct 09, 1998
100640 84	France		IN THE CANAL HEARING AID	94-10286	Aug 15, 1994		00/00/00	RENEW Aug 25, 1998
100640 95			MODULAR HEARING AID	91303281.9	Apr 12, 1991	0453200	Aug 2, 1995	RENEW Apr 12, 1999
100640 66	Germany		HEARING AID MAX GUARD WITH INTEGRAL BRIDGE IN THE CANAL HEARING AID	P 24 33 317.7	Sep 26, 1992		00/00/00	EXAM Sep 26, 1999
100640 85			MODULAR HEARING AID	P 4630234.2	Aug 16, 1994		00/00/00	RENEW Aug 30, 1998 EXAM Aug 26, 2001
100640 94			MODULAR HEARING AID	91303281.9	Apr 12, 1991	69111668.7	00/00/00	RENEW Apr 12, 1999
100640 149	Patent Cooperation Treaty		EFFICIENT FILTERANKS FOR HEARING AIDS	PCT/CA98/00339	Apr 16, 1998		00/00/00	FORDRAW Jul 01, 1998 POFA Jul 01, 1998 CORRECT Jul 01, 1998 CHANGES Jul 16, 1998 PUBCD Jul 16, 1998 CCOPY Aug 16, 1998 PUBLC Sep 16, 1998 REOEXA Nov 16, 1998 CHLAFI Dec 16, 1998 CHLTXA Apr 16, 1999 CHLAF2 Oct 16, 1999
100440 150			HEARING AID AUDIO BAND PROGRAMMING	PCT/CA98/00330	Apr 16, 1998		00/00/00	FORDRAW Jul 01, 1998 POFA Jul 01, 1998 CHANGES Jul 16, 1998 PUBCD Aug 16, 1998 CCOPY Aug 16, 1998 PUBLC Sep 16, 1998 REOEXA Nov 16, 1998 CHLAFI Dec 16, 1998 CHLTXA Apr 16, 1999 CHLAF2 Oct 16, 1999
100440 152			NOISE REDUCTION IN HEARING AIDS	PCT/CA98/00331	Apr 16, 1998		00/00/00	FORDRAW Jul 01, 1998 POFA Jul 01, 1998 CHANGES Jul 16, 1998 CCOPY Aug 16, 1998 PUBCD Aug 16, 1998 PUBLC Sep 16, 1998 REOEXA Nov 16, 1998 CHLAFI Dec 16, 1998 CHLTXA Apr 16, 1999 CHLAF2 Oct 16, 1999
100480 11	U.S.A.		ACOUSTICAL DAMPING ELEMENT AND METHOD OF FORMING SAME	219394	Dec 22, 1980	4349082	Sep 14, 1982	EXTIRE Sep 14, 1999
100480 145			EFFICIENT FILTERANKS FOR HEARING	09/060823	Apr 16, 1998		00/00/00	INFODS Jul 16, 1998 MPART Jul 19, 1998 FRRECD Aug 16, 1998

Client Matter No.	Country	Case Type	Trade Mark	Wares & Services	Serial No.	Filing Date	Registration No.	Registration Date	Due Date
100640 106	South Africa	UNITRON (CLASS 10)	Class 10: TM transmission systems, which include a transmitter and one or more receivers, for use by hand of hearing persons.	9608464	Jun 26, 1996		00/00/00		
100640 103		UNITRON (CLASS 9)	Class 9: hearing aids and parts therefor.	9608463	Jun 26, 1996		00/00/00		
100640 134	Switzerland	NEXUS & DESIGN	Hearing aids in Class 10.	1539/1998	Feb 25, 1998		00/00/00		
100640 136		UNITRON	Elektronische Hörhilfen		Feb 10, 1987	352861	Feb 10, 1987		RENEW Feb 10, 2007
100640 155	U.S.A.	DISFACTORY	WARNES: Integrated circuits for hearing aid, integrated circuits for digital signal processing in miniaturized low power applications, software for hearing aid, software for digital signal processing in miniaturized low power applications. SERVICES: Research and development services relating to integrated circuits for hearing aid, integrated circuits for digital signal processing in miniaturized low power applications, software for hearing aid, and software for digital signal processing in miniaturized low power applications.		May 27, 1998		00/00/00		PROCD Sep 27, 1998
100640 88		ESTEEM	Hearing aids & parts therefor		74/611157	Dec 14, 1994	1983540	Jul 2, 1996	AFFUSE Jul 02, 2002 RENEW Jul 02, 2006
100640 63		EXCELLENCE BY DESIGN	CLASS 10: Hearing aids		74006199	Nov 30, 1989	1653576	Aug 13, 1991	RENEW Aug 13, 2001
100640 99		ICON	Hearing aid & parts therefor.		75/051987	Feb 1, 1996	2108238	Oct 28, 1997	AFFUSE Oct 28, 2003 RENEW Oct 28, 2007
100640 77		IKON			74464083	Nov 30, 1993		00/00/00	ASA-080505 12-7-97
100640 119		NEXUS				00/00/00		00/00/00	
100640 143		POCKET UNIFIT				00/00/00		00/00/00	
100640 64		SIGMA	IC 09: US 26: Instruments namely, a hand-held programmer for setting the parameters of hearing aids, and a kit consisting of computer programs cables, and an interface operable with a microcomputer for setting the parameters of hearing aids. FIRST USE: 00000000; FIRST USE IN COMMERCE: 00000000		74221684	Nov 15, 1991	1845046	Jul 12, 1994	AFFUSE Jul 12, 2000 RENEW Jul 12, 2004
100640 90		SOUND FX				Jun 8, 1995	1985451	Jul 9, 1996	AFFUSE Jul 09, 2002 RENEW Jul 09, 2006
100640 144		UNICARD				00/00/00		00/00/00	
100640 16		UNITRON	Class 44 International Class 10: hearing aids		414582	Feb 4, 1972	961012	Jun 11, 1973	RENEW Jun 12, 2003
100640 48		VISTA	IC 10: US 44: CUSTOM IN-THE-EAR HEARING AIDS. FIRST USE: 00000000; FIRST USE IN COMMERCE: 00000000		7365058	Sep 10, 1987	1602073	Jun 11, 1990	RENEW Jun 19, 2000
100640 154	United Kingdom	SEARCHES POCKET UNIFIT, UNICARD				00/00/00		00/00/00	
100640 7		UNITRON	Hearing aids for the deaf; appliances and apparatus for the protection of the hearing and treatment of deafness; devices for the ears, ear picks, ear plugs, surgical ear cleaners; and parts and fittings included in Class 10 for all the aforesaid goods.			Jun 9, 1972	993428	Jun 9, 1972	RENEW Jun 09, 2007