

REC

07-23-2003

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7-23-03



102506712

Attached original documents or copy thereof.

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To the Honorable Commissioner of P.

Name of conveying party(ies):

Micro Ear Technology, Inc.

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

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 2003

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 Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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: _____

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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)

07/23/2003 9BYRNE 00000134 2717489

DO NOT USE THIS SPACE

01 FR 0621
02 FR 1522

40.00 DP
225.00 UP

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

Laura Konrath
Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box 1000, Washington, DC 20540

TRADEMARK

REEL: 002783 FRAME: 0773

Continuation ²⁶⁵
Item 7

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

MICRO EAR TECHNOLOGY, INC.

TRADEMARK	SERIAL # / REG. #	STATUS	APP. / REG.+ DATE
APEX	2,717,489	Registered	05/20/2003
MICRO-TECH	1,486,037	Registered	04/26/1988
TACANA	76 / 441,170	Pending	08/14/2002
ALPINE	76 / 441,168	Pending	08/14/2002
DAUPHINE	76 / 441,167	Pending	08/14/2002
MACKENZIE	76 / 440,840	Pending	08/14/2002
TATRAS	76 / 440,839	Pending	08/14/2002
CERRO	76 / 440,838	Pending	08/14/2002
CABALLO	76 / 440,837	Pending	08/14/2002
DENALI	76 / 440,833	Pending	08/14/2002

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2003, by MICRO EAR TECHNOLOGY, INC., a Minnesota corporation (the "Grantor") in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lender Parties (as defined below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor has entered into a Second Amended and Restated Credit Agreement dated as of April 16, 2003 (as amended or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Lender Parties") and LaSalle Bank National Association, in its capacity as agent for such financial institutions, 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 Grantor;

WHEREAS, Grantor has entered into a Second Amended and Restated Security Agreement dated as of April 16, 2003 (as amended or otherwise modified from time to time, the "Security Agreement") with the 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 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 Agent, for the benefit of 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 Grantor under the Credit Agreement and the guaranties described therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Agent and the Lender Parties, a continuing security interest in all of Grantor's 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;

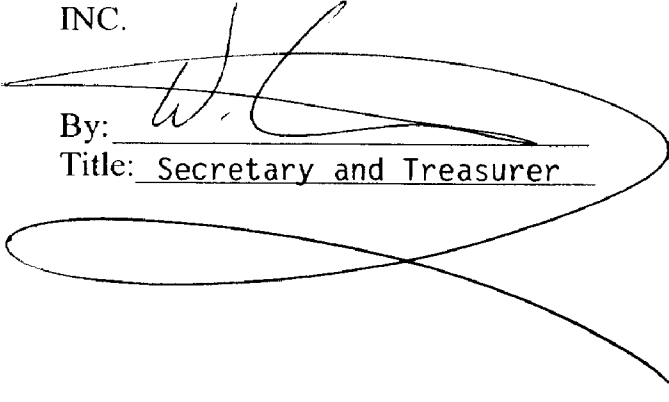
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to 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 Agent pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of 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 the date first set forth above.

MICRO EAR TECHNOLOGY,
INC.

By: 
Title: Secretary and Treasurer

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: _____
Title: _____

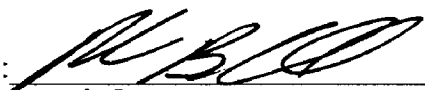
IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MICRO EAR TECHNOLOGY,
INC.

By: _____
Title: _____

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By:  _____
Title: VP _____

STATE OF MINNESOTA

COUNTY OF Hennepin

On this 8 day of ~~June~~ ^{July}, 2003, 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.



Julie A. Miller
Notary Public

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to
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DENALI	76 / 440,833	Pending	08/14/2002

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SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patent/Application Number	Registration/File Date	Patent Description
6366863	04/02/02 (R)	Portable hearing-related analysis system
6449662	09/10/02 (R)	System for programming hearing aids
6359992	03/19/02 (R)	Acoustics Conditioner
6442279	08/27/02 (R)	Acoustics Conditioner
6424722	07/23/02 (R)	Portable System for programming hearing aids
10/096335	03/11/02(R)	Portable System for programming hearing aids
6389142	05/14/02 (R)	In-The-Ear Hearing Aid with Directional Microphone System
09/251592	02/17/99 (R)	Resonant Response Matching Circuit for Hearing Aid
5757933	05/26/98 (R)	In-The-Ear Hearing Aid with Directional Microphone System
09/659214	09/11/00 (F)	Automatic Telephone Switch for Hearing Aid
10/214045	08/07/02 (F)	Automatic Telephone Switch for Hearing Aid
10/243412	09/12/02 (F)	System and Method for Selectively Coupling Hearing Aids to Electromagnetic Signals
10/269524	10/11/02 (F)	Programmable Interface for Fitting Hearing Devices
10/146536	05/15/02 (F)	Diotic Presentation of Second Order Gradient Directional Hearing Aid Signals

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