

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beltone Electronics Corporation LLC		12/20/2004	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	GN ReSound A/S
Street Address:	Markaervej 2A
City:	Taastrup
State/Country:	DENMARK
Postal Code:	2630
Entity Type:	CORPORATION: DENMARK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1023694	OPERA

CORRESPONDENCE DATA

Fax Number: (415)393-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-229-8462
 Email: diane.lambillotte@bingham.com
 Correspondent Name: Diane M. Lambillotte
 Address Line 1: Three Embarcadero Center
 Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	2379590098-US
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DOMESTIC REPRESENTATIVE

Name: Diane M. Lambillotte, Bingham McCutchen

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Address Line 1: Three Embarcadero Center
Address Line 4: San Francisco, CALIFORNIA 94111-4067

NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	10/25/2005

Total Attachments: 5
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AGREEMENT OF MERGER

This Agreement of Merger (the "Agreement") is dated as of this 20th day of December, 2004 between Beltone Electronics Company LLC, a Delaware limited liability company ("Beltone LLC"), and GN ReSound North America Corporation, a California corporation ("GN ReSound") (GN ReSound and Beltone LLC are sometimes hereinafter referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, GN ReSound has authorized capital stock consisting of 100,000 common shares, \$1,000 par value per share, of which 120 shares currently are issued and outstanding and held by GN U.S. Holdings, Inc., a corporation organized under the laws of Delaware ("GN U.S. Holdings");

WHEREAS, Beltone LLC has authorized 1,000 membership units, of which one unit currently is issued and outstanding (the "Unit") and held by GN ReSound;

WHEREAS, the Board of Directors of GN ReSound and the sole member of Beltone LLC desire that Beltone LLC merge with and into GN ReSound pursuant to Section 18-209 of the Delaware Limited Liability Company Act and pursuant to Section 1113 of the California General Corporation Law, and the Board of Directors of GN ReSound and the sole Member of Beltone LLC have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree that Beltone LLC shall be merged with and into GN ReSound and the other transactions hereinafter described shall be consummated, all under the terms and conditions herein set forth:

ARTICLE 1

1.1 The Merger Effect of Merger. At 12:01 a.m. on the Effective Date (as defined in paragraph 1.2 below), Beltone LLC shall be merged with and into GN ReSound (the "Merger") and the separate existence of Beltone LLC shall cease. GN ReSound, as the surviving corporation (the "Surviving Entity"), shall continue its existence under the laws of the State of California.

1.2 Effective Date. The Effective Date of the Merger shall be January 1, 2005.

ARTICLE 2

2.1 GN ReSound Articles of Incorporation. The Articles of Incorporation of GN ReSound in effect as of the date hereof shall be and remain the Articles of Incorporation of the Surviving Entity, until it shall be amended in accordance with its terms and applicable law, except that said Articles of Incorporation shall be amended by changing Article FIRST thereof so that as amended, said Article shall be and read as follows:

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FILED
in the office of the Secretary of State
of the State of California

DEC 23 2004

KEVIN SHELLEY, Secretary of State

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"FIRST. The name of the corporation is: GN Hearing Care Corporation."

2.2 GN ReSound Bylaws. The Bylaws of GN ReSound in effect on the Effective Date shall be and remain the Bylaws of the Surviving Entity, until the same shall be altered, amended or repealed in accordance with its terms and with the provisions of applicable law.

2.3 Board of Directors and Officers. The members of the Board of Directors of GN ReSound on the Effective Date shall continue to serve as members of the Board of Directors of the Surviving Entity until the expiration of their respective terms, or their respective prior resignations, removal or death. The officers of GN ReSound on the Effective Date shall continue to serve as officers of the Surviving Entity until the expiration of their respective terms, or their respective prior resignations, removal or death.

ARTICLE 3

3.1 Surrender and Cancellation of Bellone LLC Membership Unit. On and as of 12:01 a.m. on the Effective Date, each Unit of Bellone LLC representing the rights and interests of the sole member, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and cancelled without consideration, and from and after the Effective Date such certificates representing such Units shall be deemed for all purposes surrendered and cancelled.

3.2 GN ReSound Common Shares. On and as of 12:01 a.m. on the Effective Date, the 120 common shares of GN ReSound issued and outstanding immediately prior thereto shall continue to represent 120 issued and outstanding shares of the Surviving Entity, and the certificate representing such shares will continue to represent 120 issued and outstanding shares of ownership of the Surviving Entity.

3.3 Rights and Obligations of the Surviving Entity. In accordance with the Delaware Limited Liability Company Act and the California General Corporation Law (sometimes hereinafter referred to as the "Acts"), from and after the Effective Date, the Surviving Entity shall possess all of the rights, privileges, powers, and franchises, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; and all and singular rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to either of the Constituent Entities on whatever account, and all other things and causes of action belonging to each of the Constituent Entities, shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of the Constituent Entities; and the title to any real estate vested by deed or otherwise, in each of the Constituent Entities, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired; and all debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts and liabilities had been incurred or contracted by it.

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ARTICLE 4

4.1 Approval. The consummation of the Merger and other transactions herein provided has been approved by the Board of Directors and the sole shareholder of GN ReSound and the sole member of Beltone LLC.

ARTICLE 5

5.1 Amendment. The parties hereto, by mutual consent of the Board of Directors of GN ReSound and the sole member of Beltone LLC, may amend this Agreement prior to the filings with the Secretary of State of California; provided, however, that an amendment made subsequent to the adoption of this Agreement by the Board of Directors of GN ReSound shall be subject to the limitations specified in the applicable Act. Any amendment to the principle terms of this Agreement must be approved by the shareholders of GN ReSound and the member of Beltone LLC.

ARTICLE 6

6.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

6.2 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

6.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware and the laws of the State of California, as applicable.

6.4 Further Assurances. From time to time on and after the Effective Date, each party hereto agrees that it will execute and deliver or cause to be executed and delivered all such further assignments, assurances or other instruments, and shall take or cause to be taken all such further actions, as may be necessary or desirable to consummate the Merger provided for herein, and the other transactions contemplated by this Agreement.

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IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by its Board of Directors and sole member, respectively, has caused this Agreement to be executed by a duly authorized officer thereof as of the date first written above.

GN RESOUND NORTH AMERICA
CORPORATION

By: [Signature]
Name: Alan Dozier
Title: Chief Executive Officer

By: [Signature]
Name: John Kasher
Title: Secretary

BELTONE ELECTRONICS COMPANY
LLC

By: GN Resound North America
Corporation, its sole member

By: [Signature]
Name: Alan Dozier
Title: Chief Executive Officer

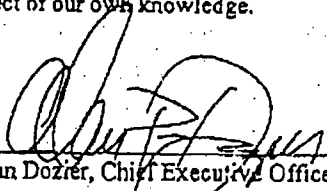
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Alan Dozier and John Kasher certify that:

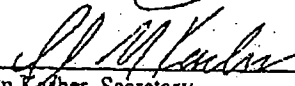
1. They are the chief executive officer and the secretary, respectively, of GN ReSound North America Corporation, a California Corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 120.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: December 20, 2004



 Alan Dozier, Chief Executive Officer



 John Kasher, Secretary

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