

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soundtec, Inc.		12/01/2005	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	International Bank of Commerce		
Street Address:	3601 NW 63rd St.		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73116		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2362522	SOUNDTEC	
CORRESPONDENCE DATA			
Fax Number:	(405)552-2476		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	405-235-4100		
Email:	ip@phillipsmcfall.com		
Correspondent Name:	Martin G. Ozinga		
Address Line 1:	211 N. Robinson Ave.		
Address Line 2:	One Leadership Square, 12th Fl.		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
ATTORNEY DOCKET NUMBER:	20000.00101		
NAME OF SUBMITTER:	Martin G. Ozinga		
Signature:	/martingozinga/		
Date:	02/08/2006		

CH \$40.00 2362522

Total Attachments: 7

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COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Security Agreement") is made and entered into this 1st day of December, 2005, by and between SOUNDTEC INC., an Oklahoma corporation ("Debtor"), and INTERNATIONAL BANK OF COMMERCE ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party has agreed to extend a loan (the "Loan") to Debtor as evidenced by a promissory note in the principal amount of \$947,029.66 executed by Debtor in favor of Secured Party, as the same may be renewed, amended or extended from time to time (the "Note"); and

WHEREAS, as a condition to the extension of the Loan as evidenced by the Note, Secured Party has required, and Debtor has agreed to execute and deliver this Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. The following terms have the meanings set forth below:

"Copyrights" means United States and all other foreign copyrights and copyright applications, including, without limitation, the copyrights and applications described and claimed in the Loan Agreement and listed on attached Exhibit "A", if any, and the renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and all copyrights and copyright applications, including, without limitation, damages and payments for past and future infringements thereof.

"Licenses" means United States and all other foreign license agreements in which the Assignor is or becomes licensed to use a patent, trademark, copyright or the know-how of any other person, including, without limitation, the license agreements described and claimed in the Loan Agreement and listed on attached Exhibit "A", if any.

"Loan Documents" means the Note, this Security Agreement and any other document executed or otherwise in effect between Debtor and Secured Party in connection with the Loan.

"Obligations" means the Note and all other obligations and liabilities of Debtor, of whatsoever kind or nature and howsoever evidenced, now or hereafter owed by Debtor to Secured Party under this Security Agreement, the Note or any other Loan Documents, whether matured, unmatured, direct, indirect or contingent; all fees and expenses (excluding legal fees) incurred by Secured Party in connection with amending, supplementing and continuing this Security Agreement, provided, however, that in the event any legal fees are incurred by Secured Party in connection with an amendment, supplement or continuation of this Security Agreement or the perfection of the security interests granted under this Security Agreement made at the request of, or due to the actions of Debtor, Debtor shall also pay such legal fees as are reasonably incurred by Secured Party; all fees and expenses incurred by Secured Party in connection with enforcing this Security Agreement; and any and all other

obligations of whatsoever kind or nature and howsoever evidenced, now or hereafter owed by Debtor to Secured Party, whether matured or unmatured, direct, indirect or contingent.

"Patents" means United States and all other foreign patents and patent applications, including, without limitation, the patents and patent applications described and claimed in the Loan Agreement and listed on attached Exhibit "A", if any, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign patents and patent applications, including, without limitation, damages and payments for past and future infringements thereof.

"Trademarks" means United States and all other foreign trademarks, service marks, trademark registrations, trade names, and trademark applications, including, without limitation, the trademarks, trademark registrations, trade names and applications described and claimed in the Loan Agreement and listed on attached Exhibit "A", if any, and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and all trademarks, trademark registrations, trade names, service marks and trademark applications, including, without limitation, damages and payments for past and future infringements thereof against third parties, and the goodwill of the Assignor's business connected with and symbolized by the Trademarks.

"Security Interest" has the meaning given in paragraph 2.

2. Security Interest. Debtor hereby irrevocably grants to Secured Party a security interest with power of sale to the extent permitted by law (the "Security Interest") in the Copyrights, Licenses, Patents and Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) Copyrights, Licenses, Patents and Trademarks. Exhibit "A" accurately lists all Copyrights, Licenses, Patents and Trademarks owned or controlled by Debtor as of the date hereof to be subject to this Security Agreement, and accurately reflects the existence and status of registrations pertaining to the Copyrights, Licenses, Patents and Trademarks as of the date hereof.

(b) Title. Debtor (i) has absolute title to each of the Copyrights, Licenses, Patents and Trademarks listed on Exhibit "A" free and clear of all security interests, liens and encumbrances, except the Security Interest, (ii) will have, at the time Debtor acquires any rights in Copyrights, Licenses, Patents and Trademarks hereafter arising, absolute title to each such Copyright, License, Patent and Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest (iii) will keep all Copyrights, Licenses, Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(c) No Sale. Debtor will not sell or otherwise dispose of the Copyrights, Licenses, Patents and Trademarks or any interest therein without Secured Party's prior written consent.

(d) Defense. Debtor will at its own expense protect and defend the Copyrights, Licenses, Patents and Trademarks against all claims or demands of all persons other than Secured Party.

(e) Maintenance. Debtor will at its own expense maintain the Copyrights, Licenses, Patents and Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. Debtor understands that for all Patents filed after December 11, 1980, maintenance fees are due 3-1/2, 7-1/2 and 11-1/2 years after the grant of each such Patent. Debtor further covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent without first providing Secured Party: (i) sufficient written notice to Secured Party and Secured Party, as provided in the Loan Agreement, to allow Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities should such be necessary or desirable.

(f) Secured Party's Right to Take Action. If Debtor fails to perform or observe any of its covenants or agreements set forth in Section 3(d) and if such failure continues for a period of ten calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in Section 3(e), immediately upon the occurrence of such failure, without notice or lapse of time), Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure.

(g) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's taking action under Section 3(f) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations.

(h) Power of Attorney. To facilitate Secured Party's taking action under Section 3(f) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all

instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after an Event of Default, to (a) enforce or use the Patents, (b) grant or issue any exclusive or non-exclusive license under the Patents to any third party, or (c) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

4. Debtor's Use of the Copyrights, Licenses, Patents and Trademarks. Debtor shall be permitted to control and manage the Copyrights, Licenses, Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Copyrights, Licenses, Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Security Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Security Agreement (herein called "Event of Default"): (a) an Event of Default shall occur under the Loan Agreement; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it.

6. Remedies. Upon occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Loan Agreement, this Security Agreement or the other Loan Documents, or take such other action as may be permitted under the Oklahoma Uniform Commercial Code or other applicable law.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Copyrights, Licenses, Patents and Trademarks, or take such other action as may be permitted under the Oklahoma Uniform Commercial Code or other applicable law.

(c) Secured Party may enforce the Copyrights, Licenses, Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Security Agreement has been duly and validly authorized by all necessary corporate action. This Security Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Copyrights, Licenses, Patents and

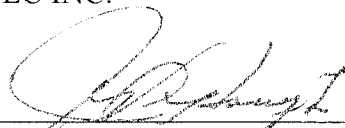
Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Copyrights, Licenses, Patents and Trademarks in any particular order of application. This Security Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Security Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Security Agreement shall not effect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Security Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Security Agreement shall be governed by the internal laws of the State of Oklahoma without regard to conflicts of law provisions. If any provision or application of this Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Security Agreement shall survive the execution, delivery and performance of this Security Agreement and the creation and payment of the Obligations.

IN WITNESS WHEREOF, this Security Agreement has been duly executed as of the day and year first above written.

DEBTOR:

SOUNDTEC INC.

By: _____



Jack Van Doren Hough, Secretary

Address: 2601 N.W. Expressway
Suite 400-W
Oklahoma City, Oklahoma 73112

SECURED PARTY:

INTERNATIONAL BANK OF COMMERCE

By: _____


Jane Haskin, Senior Vice President

Address: 3601 NW 63rd Street
Oklahoma City, Oklahoma 73116

EXHIBIT A

to

Collateral Assignment and Security Agreement
between Soundtec (Debtor) and International Bank of Commerce (Secured Party)
dated 12/01/2005

U.S. Issued Patents and Pending Patent Applications

Patent or Serial No.	Registration or Filing Date	Title
USPN 6,277,148	08/21/2001	Middle Ear Magnet Implant, Attachment Device and Method, and Test Instrument and Method
USPN 6,436,028	08/20/2002	Direct Drive Movement of Body Constitution
USSN 09/870,515	5/31/2001	Middle Ear Magnet Implant, Attachment Device and Method, and Test Instrument and Method

Foreign Applications/Patents

Country	Patent/Serial No.	Title
Japan	2030699	Implantable Electromagnetic Middle-Ear Bone-Conduction Hearing Device
Australia	38575/00	Middle Ear Magnet Implant, Attachment Device and Method, and Test Instrument and Method
EPO	1152716	Middle Ear Magnet Implant, Attachment Device and Method, and Test Instrument and Method
Israel	144774	Middle Ear Magnet Implant, Attachment Device and Method, and Test Instrument and Method
Japan	2002-536114	Middle Ear Magnet Implant, Attachment Device and Method, and Test Instrument and Method
Australia	2277601	Direct Drive Movement Or Body Constituent
EPO	1243162	Direct Drive Movement Or Body Constituent
Japan	2003-529973	Direct Drive Movement Or Body Constituent

U.S. Trademarks

Mark	Reg. No.	Reg. Date
SOUNDTEC	2,362,522	06/27/2000

CERTIFICATE UNDER 37 CFR 3.73(b)

Assignor(s): Soundtec Inc.

Trademark Registration No.: 2,362,522 Registered: 6/27/2000 Mark: SOUNDTEC

Soundtec, Inc., a Corporation of State of Oklahoma
(Name of Assignee) (Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

certifies that it is the Assignee of the entire right, title and interest in the trademark application(s)/registration(s) identified above by virtue of either:

A. An assignment from the owner(s)/assignor(s) of the trademark application(s)/registration(s) identified above for which a copy thereof is attached.

OR

B. A chain of title from the owner(s)/assignor(s) of all of the trademark application(s)/registration(s) identified above, to the current assignee as shown below:

1. From: _____ To: _____ for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel __, Frame __, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the trademark application(s)/registration(s) identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the trademark application(s)/registration(s) or any trademark registering issuing thereon.

Name: Martin G. Ozinga, Reg. No. 44,992

Title: Attorney for Assignee

Signature: 

Date: 2/8/06