

Patents, Copyrights And Trademarks**1. Registered Trademarks:**

- a. "HEARx" design plus words, letters and/or numbers, registered January 5, 1988, registration number 1471748.
- b. "Your Prescription for Better Hearing" typed drawing, registered September 6, 1988, registration number 15032594. ✓

2. Trademarks in Registration

- a. "InTouch" design plus words, letters and/or numbers, published in Official Gazette April 17, 2001, serial number 76/107038.
- b. "International Hearing Services" words, letters or numbers in typed form, filed March 13, 2001, serial number 76/224010.
- d. "EAR & WAVE" design, registered June 6, 2000, registration number 2,354,656.
- e. "HEARUSA" and design, registered March 28, 2000, registration number 2,336,648.

- i. "Prestige", registered June 22, 2004, registration number 78/310,914.
- j. "It's Clear We Care", registered February 1, 2005, registration number 78/174,387.

3. Common Law Trademarks, Copyrights and other Intellectual Property:

- a. "HELP Class" Name and design
- b. Content of HELP Class Handbook & Classroom Materials

- c. Programming and Content of "Center Management System" or "CMS"
- d. Programming and Content of "Customer Contact Plan"
- e. Programming and Content of Telemarketing Scripts, Customer Service Screens, and Call Management Flowcharts
- f. All creative content of advertisements, direct mail, brochures and public communications
- g. Content of JCAHO-compliant operating policies and procedures
- h. Content of HEARx Practice Guidelines for Clinical Services
- i. Center Operating Manual & Management Policies
- j. Sales & Customer Service training programs
- k. New Employee Training Manuals

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Seth E. Zuckerman, Esq.
Saiber Schlesinger Satz & Goldstein, LLC
One Gateway Center, 13th Floor
Newark, New Jersey 07102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

| | | | | | | |
|---|-----------------------------------|--|---|---|-----------------------------|-----------------------|
| 1a. ORGANIZATION'S NAME HEARUSA, INC. | | | | | | |
| OR | 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 1c. MAILING ADDRESS 1250 Northpoint Parkway | | CITY West Palm Beach | | STATE FL | POSTAL CODE 33407 | COUNTRY USA |
| 1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION Corporation | 1f. JURISDICTION OF ORGANIZATION Delaware | 1g. ORGANIZATIONAL ID #, if any 2088204 <input type="checkbox"/> NONE | | |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

| | | | | | | |
|--------------------------|-----------------------------------|--------------------------|----------------------------------|---|-------------|---------|
| 2a. ORGANIZATION'S NAME | | | | | | |
| OR | 2b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 2c. MAILING ADDRESS | | CITY | | STATE | POSTAL CODE | COUNTRY |
| 2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE | | |

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

| | | | | | | |
|---|----------------------------|---------------------------|------------|-------------|-----------------------------|-----------------------|
| 3a. ORGANIZATION'S NAME Siemens Hearing Instruments, Inc. | | | | | | |
| OR | 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 3c. MAILING ADDRESS 10 Constitution Avenue | | CITY Piscataway | | STATE | POSTAL CODE 08855 | COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statements covers all assets of the Debtor, including, without limitation, all Equipment, Inventory, Fixtures, Goods, Accounts, Deposit Accounts, Investment Property and all other cash and currency of the Debtor, General Intangibles, Trademarks, Copyrights, Licenses, Patents, Chattel Paper, Documents, Instruments, Governmental Approvals, Books and Records, Personal Property, Commercial Tort Claims, Letter of Credit Rights, Supporting Obligations and all Accessions and Collateral Proceeds and products of any and all of the foregoing, and more particularly described on Exhibit "A" hereto.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT
SCHEDULE "A"

DESCRIPTION OF COLLATERAL

DEBTOR(S): HEARUSA, INC. (hereinafter referred to as the "Debtor")
1250 Northpoint Parkway
West Palm Beach, FL 33407

SECURED PARTY: SIEMENS HEARING INSTRUMENTS, INC., its successors and/or assigns
(hereinafter referred to as the "Secured Party" or "Lender")
10 Constitution Avenue
Piscataway, New Jersey 08855

This Financing Statement covers all of Debtor's assets, including the following property and interests in property, rights, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "Collateral"):

(a) All "accounts" and "chattel paper", as such terms are defined in the Uniform Commercial Code as in effect from time to time in the State of New York, or for the purposes of perfection only, in such other jurisdiction as may be applicable (hereinafter the "UCC"), whether presently existing or hereafter arising, now or hereafter owned by Debtor, but also including in any event, without limitation, (i) all accounts receivable, contract rights, book debts, deposits, retainage, notes drafts, instruments, documents, acceptances, payments under leases of equipment or sale of equipment, chattel paper, general intangibles and other forms of obligations, now owned or hereafter received or acquired by or belonging or owing to Debtor (including any trade names thereof), whether arising out of goods sold or leased or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by Debtor (including, without limitation, any such obligation which might be characterized as an account, contract right, chattel paper or general intangible under the Uniform Commercial Code in effect in any jurisdiction), and (ii) all monies due to or to become due to Debtor under all contracts for sale or lease of the Collateral, as such term is defined in the UCC, real property, and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor);

(b) All "inventory", as such term is defined in the UCC, now or hereafter owned by Debtor, and shall also mean and include all inventory, wherever located, now owned or hereafter acquired by Debtor or in which Debtor has or hereafter may acquire any right, title or interest including, without limitation, all goods, packaging or labeling material, other personal property or real property now or hereafter owned by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process, finished goods or materials used or consumed or to be used or consumed in Debtor's business;

(c) All fixtures, appliances and other articles of personal property belonging to Debtor, whether or not the personal property is or shall be affixed to any real estate owned or occupied by Debtor; including, without limitation of the foregoing, all furniture, furnishings, floor coverings, office equipment, and articles of interior decoration; blinds, shades, storm windows and storm doors; all office and other fixtures, appliances and equipment; all alarms, fire prevention and fire extinguishing systems, apparatus and equipment; telephone equipment; computers; all pipes, conduits, pumps, boilers, tanks, motors, engines and furnaces; all heating, lighting, sprinkling, plumbing, air conditioning, gas-burner, oil-burning and electric fixtures, machinery and equipment of whatsoever kind and nature, including all "equipment" as such term is defined in the UCC and whether located on any real estate owned, leased

occupied or used by Debtor or elsewhere;

(d) All now existing or thereafter arising contracts, instruments, undertakings, documents, or other agreements in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, (i) any claim arising thereunder from misrepresentation or breach of warranty, (ii) all such agreements which pertain to the lease, sale, construction, design, manufacture or other disposition of any equipment, fixtures, real property or any interest in real property, (iii) all such contracts, licenses, or other agreements related to Debtor's business as any of the same may from time to time be amended or supplemented, other than such contracts, instruments, undertakings, documents or other agreements which specifically prohibit their assignment as security, (iv) commercial tort claims, (v) letter of credit rights, and (vi) supporting obligations;

(e) All now or hereafter existing cash and non-cash proceeds, as such term is defined in the UCC from any and all Collateral described herein including, without limitation, from accounts, insurance, choses in action, condemnation awards (including all compensation, awards, damages, rights of action and proceeds arising from any taking by any lawful power or authority by exercise of the right of condemnation or eminent domain with respect to any collateral or real estate of Debtor), income tax, municipal real estate tax and any other tax refunds and all proceeds, entitlements and recoveries received or to be received or arising out of any claim, loss or lawsuit, or the settlement or resolution thereof;

(f) All other present and after-acquired property, assets, property rights and interests of Debtor, together with all accessories, substitutions, additions, replacements, parts and accessions located in, upon or attached to, or used or intended to be used in connection with, or with the operation of the Collateral and all other property and assets covered hereby or any part hereof; and

(g) All intellectual property of the Debtor, including all trademarks, copyrights, patents, licenses and goodwill.

The security interest granted herein shall extend to the "proceeds" of the Collateral. "Proceeds" shall mean, in addition to the definition thereof contained in the UCC, all proceeds of any and all of the foregoing Collateral including all rights of Debtor to receive moneys due and to become due under or pursuant to any Collateral, and all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.