

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Procter & Gamble Company		06/27/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Songbird Hearing, Inc.		
Street Address:	5 Cedar Brook Drive		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2917161	THE SIMPLEST WAY TO IMPROVE YOUR HEARING	
Registration Number:	2905280	SONGBIRD HEARING	
Registration Number:	2460177	SONGBIRD	
Registration Number:	2701206	SONGBIRD DIGITAL THE DISPOSABLE HEARING AID	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	062438-0000		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		

CH \$115.00 2917161

Signature:	/Catherine R. Howell/
Date:	06/27/2007
Total Attachments: 4 source=songbirdrelease#page1.tif source=songbirdrelease#page2.tif source=songbirdrelease#page3.tif source=songbirdrelease#page4.tif	

RELEASE AND ASSIGNMENT AGREEMENT

This Release and Assignment Agreement ("Agreement") is made as of the 27th day of June, 2007, by The Procter & Gamble Company ("P&G") to and in favor of Songbird Hearing, Inc. ("Songbird").

WHEREAS, Songbird and P&G executed a Security Agreement dated August 24, 2005 ("Security Agreement") and Songbird delivered to P&G Notes (as that term is defined in the Security Agreement) by Songbird in favor of P&G; and

WHEREAS, as collateral for Songbird's obligations under the Notes, and pursuant to the Security Agreement, Songbird assigned its right, title and interest in and to all its intellectual property, including those certain patents and patent applications and trademarks and trademark applications, and the goodwill associated therewith, set forth on Exhibit A attached hereto and incorporated by reference herein (the "Patents and Marks," and together with the intellectual property, the "IP Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on August 29, 2005 at Reel/Frame Nos. 016466/0668 and 003149/0194;

WHEREAS, the obligations of Songbird under the Notes have been converted to common stock of the Company pursuant to that certain Amendment, Termination and Agreement of Conversion, dated as of June 27, 2007, by and between P&G and Songbird; and

WHEREAS, P&G wishes to release its security interest in and to the IP Collateral, and to assign the IP Collateral back to Songbird and to dissolve any and all liens and security interests in IP Collateral, including those security interests granted under the Security Agreement;

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

1. P&G does hereby (i) release its security interest pursuant to the Security Agreement in and to the IP Collateral and (ii) assign to Songbird full ownership of all right, title and interest in and to the IP Collateral. P&G represents that to the best of its knowledge, information and belief, that it has not assigned, licensed or granted any third party any right, title, or interest in or to the IP Collateral and that it has full power to enter into this Agreement.

2. P&G agrees to use reasonable efforts to execute and deliver all such further documents as Songbird deems necessary or appropriate to vest all right, title, and interest in and to the IP Collateral in Songbird.

3. This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement.

4. P&G hereby authorizes Songbird to file this instrument with the United States Patent and Trademark Office at the sole cost and expense of Songbird.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, P&G has executed this Agreement as of the day and year first above written.

WITNESS:

THE PROCTER & GAMBLE COMPANY


By: 
Name: John P. Edwin
Title: Treasurer

Exhibit A

Patent Applications

Title	Country	Serial No. Publ. No.	Filing Date Publ. Date	Status
Hearing Aid Format Selector	US	09/808,099 20010033664	03/13/2001 10/25/2001	Pending Published
Remote Programming and Control Means for a Hearing Aid	US	09/805,743 20020015506	03/13/2001 02/07/2002	Abandoned Published

Trademark Applications/Registrations

Mark Description	Country	Serial No. Reg. No.	Filing Date Reg. Date	Status
The Simplest Way to Improve Your Hearing	US	76/573,586 2,917,161	02/02/2004 01/11/2005	Registered
Songbird Hearing	US	76/275,234 2,905,280	06/21/2001 11/23/2004	Registered
Songbird	US	76/641,554 2,460,177	02/17/1999 06/12/2001	Registered
Songbird Digital The Disposable Hearing	US	76/275,232 2,701,206	06/21/2001 03/25/2003	Registered