900257027 06/04/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Starkey Laboratories, Inc.		05/30/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	AccuQuest Hearing Center, Inc.	
Street Address:	2800 W. Higgins Road, Suite 895	
City:	Hoffman Estates	
State/Country:	ILLINOIS	
Postal Code:	60169	
Entity Type:	CORPORATION: ILLINOIS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4154102	AUDIOSYNC

CORRESPONDENCE DATA

Fax Number: 9529474899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 9529474767

Email: patricia_bennington@starkey.com

Correspondent Name: Patricia Bennington

Address Line 1: 6600 Washington Avenue South
Address Line 4: Eden Prairie, MINNESOTA 55334

NAME OF SUBMITTER:	Patricia Bennington
Signature:	/PB4767/
Date:	06/04/2013

Total Attachments: 2

source=2013-05-30 (AccuQuest) Assignment of TM and TM Registration Rights#page1.tif source=2013-05-30 (AccuQuest) Assignment of TM and TM Registration Rights#page2.tif

OP \$40.00 4

TRADEMARK REEL: 005040 FRAME: 0898

ASSIGNMENT OF TRADEMARK AND TRADEMARK REGISTRATION RIGHTS

WHEREAS, Starkey Laboratories, Inc., a Minnesota corporation (hereinafter, "Starkey") is the owner of the AudioSync trademark and application and registration for as set forth in the attached Exhibit "A" (the "Mark"), and Starkey has adopted, has used and is using the Mark; and

WHEREAS, pursuant to that certain Trademark License Agreement dated November 29, 2011 between Starkey and AccuQuest Hearing Center, Inc., an Illinois corporation (hereinafter "AccuQuest") (hereinafter, "Trademark License Agreement"), Starkey granted to AccuQuest the sole and exclusive option to purchase and assume all of Starkey's right, title and interest in the Mark, including all goodwill associated therewith for the sum of One Dollar (\$1.00) (hereinafter, the "Option"); and

WHEREAS, AccuQuest has exercised the Option.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Starkey hereby sells, assigns and transfers to AccuQuest and its successors and assigns, Starkeys's entire right, title and interest in and to the Mark and all renewals thereof. Such right, title, and interest shall be held and enjoyed by AccuQuest and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Starkey if this sale, assignment and transfer had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Trademark License Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Trademark License Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Trademark License Agreement, the terms of the Trademark License Agreement shall prevail. This instrument shall be binding upon Starkey and its successors and assigns, and shall inure to the benefit of AccuQuest and its successors and assigns.

ISIGNATURE PAGE FOLLOWSI

Page 1 of 2

IN WITNESS WHEREOF, Starkey has caused its duly authorized officer to execute and deliver this instrument as of April 2013. may STARKEY LABORATORIES, INC. By: Sosae Mussel Name: SUSAN NUSSELL Title: <u>Gen-Councel, Coop See</u>. State of Minnesota) SS County of Length Before me, a notary of the State and county aforesaid, personally appeared waan Mussell with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that such person is a duly elected, qualified and acting officer of Starkey Laboratories, Inc., and that such person executed the foregoing instrument for the purposes described therein, by signing the name of the corporation by such person as a duly elected, qualified and acting officer. IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on April 30, BENNINGTON YOTARY PUBLIC MINNESOTA bly Commission Espires Jen. 21, 2018 My Commission Expires: