

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425019

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Q Group LLC		04/25/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oticon, Inc.		
<b>Street Address:</b>	580 Howard Avenue		
<b>City:</b>	Somerset		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	00869		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2715267	EAR Q	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9732951267		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	973 443 3538		
<b>Email:</b>	petrequinb@gtlaw.com,nairm@gtlaw.com		
<b>Correspondent Name:</b>	Brian L. Petrequin		
<b>Address Line 1:</b>	500 Campus Drive, Suite 400		
<b>Address Line 2:</b>	Greenberg Traurig, LLP		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		
<b>NAME OF SUBMITTER:</b>	Brian L. Petrequin		
<b>SIGNATURE:</b>	/Brian L. Petrequin/		
<b>DATE SIGNED:</b>	04/25/2017		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of April 25, 2017, is made by and among THE Q GROUP LLC, a Delaware limited liability company (the “**Borrower**”) in favor of OTICON, INC., a California corporation (the “**Lender**,” together with Borrower, the “**Parties**”).

A. Borrower has entered into a Credit Facility Agreement, dated of even date herewith (the “**Credit Agreement**”), with the Lender.

B. As a condition precedent to the making of loans by Lender under the Credit Agreement, Borrower has executed and delivered to Lender that certain Security Agreement, dated of even date herewith, made by and among Borrower and Lender (the “**Security Agreement**”).

C. Under the terms of the Security Agreement, Borrower has granted to Lender a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Borrower agrees with Lender as follows:

1. Grant of Security. Borrower hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of such Borrower in, to and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

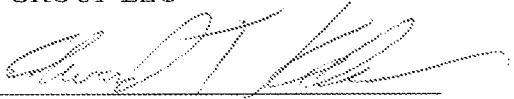
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

The Parties have duly executed and delivered this Agreement.

**BORROWER:**

THE Q GROUP LLC

By:   
Edward T. Keller, Manager

**AGREED TO AND ACCEPTED:**

**LENDER:**

OTICON, INC.

By: \_\_\_\_\_  
Rob Buchas, Company Secretary

[Signature Page to Trademark Security Agreement]

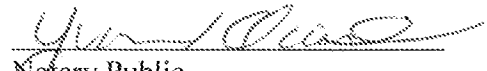
STATE OF NEW YORK )  
 ) SS:  
COUNTY OF Orangetown )

On this 20 day of April, 2017, personally came before me Edward T. Keller, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Manager of The Q Group LLC, a Delaware limited liability company (the "**Borrower**"); and

(b) This document was signed and delivered by Borrower as its voluntary act and deed by virtue of authority from its board of managers.

YVONNE KLAISTER  
NOTARY PUBLIC STATE OF NEW YORK  
New York State County  
LIC. #01KL4942397  
MY COMMISSION EXPIRES 9/19/20 18

  
Notary Public

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of April, 2017, personally came before me Rob Buchas , and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Company Secretary of Oticon, Inc., a California corporation (the "**Lender**"); and

(b) This document was signed and delivered by Lender, as its voluntary act and deed by virtue of authority from its directors.

\_\_\_\_\_  
Notary Public

[Notary Page to Trademark Security Agreement—The Q Group LLC]

The Parties have duly executed and delivered this Agreement.

**BORROWER:**

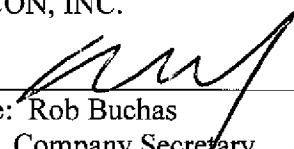
THE Q GROUP LLC

By: \_\_\_\_\_  
Edward T. Keller, President

**AGREED TO AND ACCEPTED:**

**LENDER:**

OTICON, INC.

By:  \_\_\_\_\_  
Name: Rob Buchas  
Title: Company Secretary

STATE OF NEW YORK )

) SS:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of April, 2017, personally came before me Edward T. Keller, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of The Q Group LLC, a Delaware limited liability company (the “**Borrower**”); and

(b) This document was signed and delivered by Borrower as its voluntary act and deed by virtue of authority from its board of managers.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )

) SS:

COUNTY OF Somerset )

On this 21 day of April, 2017, personally came before me Rob Buchas, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Company Secretary of Oticon, Inc., a California corporation (the “**Lender**”); and

(b) This document was signed and delivered by Lender, as its voluntary act and deed by virtue of authority from its directors.

DOROTHY BINDUS  
NOTARY PUBLIC OF NEW JERSEY *D Bindus*  
My Commission Expires 7/10/2020 Notary Public

[Notary Page to Trademark Security Agreement—The Q Group LLC]



**SCHEDULE 1 TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b><u>TRADEMARK</u></b>	<b><u>REG. NO. AND DATE</u></b>	<b><u>APP. NO. AND DATE</u></b>	<b><u>JURISDICTION</u></b>
EAR Q (words only)	2,715,267 May 13, 2003	76/358,989 January 15, 2002	United States