ETAS ID: TM489310

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--|
| BANK OF AMERICA, N.A. | | 09/07/2018 | NATIONAL ASSOCIATION: UNITED STATES |

TRADEMARK ASSIGNMENT COVER SHEET

RECEIVING PARTY DATA

| Name: | STARKEY LABORATORIES, INC. | | |
|-----------------|----------------------------|--|--|
| Street Address: | 6700 WASHINGTON AVENUE SO. | | |
| City: | EDEN PRAIRIE | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55344 | | |
| Entity Type: | Corporation: MINNESOTA | | |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 2672076 | AUDIBEL |
| Registration Number: | 2071728 | AURACARE |
| Registration Number: | 2096909 | STARKEY.COM |
| Registration Number: | 2036085 | SEQUEL |
| Registration Number: | 1843574 | TYMPANETTE |
| Registration Number: | 1707953 | AUDIBEL |
| Registration Number: | 1624650 | ULTRA POWER |
| Registration Number: | 1328355 | NUEAR |
| Registration Number: | 1062157 | QUALITONE |
| Registration Number: | 1042779 | STARKEY |

CORRESPONDENCE DATA

Fax Number: 6123713207

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.

Phone: 612-371-3296

Email: tmg@ballardspahr.com **Correspondent Name:** MARILYN J. HARGENS Address Line 1: 80 South Eighth Street Address Line 2: Suite 2000 IDS Center

TRADEMARK

REEL: 006438 FRAME: 0396 900465495

| Address Line 4: | Minneapolis, MINNESOTA 55402 | | | |
|--|------------------------------|--------------------|--|--|
| NAME OF SUBMITTER: | | Marilyn J. Hargens | | |
| SIGNATURE: | | /Marilyn Hargens/ | | |
| DATE SIGNED: 0 | | 09/10/2018 | | |
| Total Attachments: 4 source=LaSalle Trademark Release 090718#page1.tif | | | | |

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 7, 2018 (this "Release"), is made by BANK OF AMERICA, N.A. (as successor in interest to LaSalle Bank National Association) (the "Agent") for the benefit of itself and the Lender Parties (as defined in the IP Security Agreements referred to below).

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of April 16, 2003 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Starkey Laboratories, Inc. (the "Grantor"), the Agent and the various financial institutions from time to time party thereto (the "Lenders"), the Lenders provided for extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to (i) the Second Amended and Restated Security Agreement, dated as of April 16, 2003 (the "Security Agreement") and (ii) the terms and conditions of that certain Patent and Trademark Security Agreement, dated as of June 30, 2003 (the "2003 IP Security Agreement") and that certain Patent and Trademark Security Agreement, dated as of February 1, 1999 (the "1999 IP Security Agreement" and, together with the 2003 IP Security Agreement, collectively, the "IP Security Agreements"), the Grantor granted to the Agent for the benefit of the Lender Parties a security interest in the applicable Trademark Collateral, including the trademarks listed on Schedule A;

WHEREAS, the 2003 IP Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on July 23, 2003 at Reel 2783 Frame 0782;

WHEREAS, the 1999 IP Security Agreement was recorded with the USPTO on February 26, 1999 at Reel 1857 Frame 0635;

NOW THEREFOR, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Agent (for itself and as agent for the Lender Parties) and the Grantor (the "parties") agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the IP Security Agreements.
- **SECTION 2.** <u>Termination and Release</u>. The Agent, for itself and as agent for the Lender Parties, hereby:
- (a) terminates the IP Security Agreements, the Security Agreement and any other agreement under which the Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;
- (b) cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in, all of its right, title, and interest in, to, and under the Trademark Collateral, including the Trademark Collateral listed on Schedule A attached hereto; and

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(c) authorizes the recordation of this Release with the USPTO.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

BANK OF AMERICA, N.A., as Agent

Name: A Ouinn Richardson

Title: Senior Vice President

Schedule A

1. TRADEMARKS

| Country | Trademark | Registration Date | Registration Number | Owner |
|---------------|-------------|-------------------|---------------------|----------------------------|
| United States | AUDIBEL | 1/7/2003 | 2672076 | Starkey Laboratories, Inc. |
| United States | AURACARE | 6/17/1997 | 2071728 | Starkey Laboratories, Inc. |
| United States | STARKEY.COM | 9/16/1997 | 2096909 | Starkey Laboratories, Inc. |
| United States | SEQUEL | 2/4/1997 | 2036085 | Starkey Laboratories, Inc. |
| United States | TYMPANETTE | 7/5/1994 | 1843574 | Starkey Laboratories, Inc. |
| United States | AUDIBEL | 8/18/1992 | 1707953 | Starkey Laboratories, Inc. |
| United States | ULTRA POWER | 11/27/1990 | 1624650 | Starkey Laboratories, Inc. |
| United States | NUEAR | 4/2/1985 | 1328355 | Starkey Laboratories, Inc. |
| United States | QUALITONE | 3/29/1977 | 1062157 | Starkey Laboratories, Inc. |
| United States | STARKEY | 7/6/1976 | 1042779 | Starkey Laboratories, Inc. |

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

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RECORDED: 09/10/2018