

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM716886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthEdge Hearing Acquisition, Inc.		03/25/2022	Corporation: DELAWARE
Westone Acquisition, Inc.		03/25/2022	Corporation: INDIANA
Westone Laboratories, Inc.		03/25/2022	Corporation: COLORADO
ProtectEar USA, LLC		03/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAGLE FUND V, LP		
Street Address:	c/o Eagle Private Capital		
Internal Address:	1 N. Brentwood Blvd., Suite 1550		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Partnership: MISSOURI		
Name:	EAGLE FUND V-A, LP		
Street Address:	c/o Eagle Private Capital		
Internal Address:	1 N. Brentwood Blvd., Suite 1550		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Partnership: MISSOURI		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2880308	ACCES	
Registration Number:	2709508	ELITE SERIES BY WESTONE	
Registration Number:	3597101	WESTONE THE IN-EAR EXPERTS	
Registration Number:	3595928	DEFENDEAR	
Registration Number:	2205616	SILICLONE	
Registration Number:	2205615	WESTONE	
Registration Number:	2210825	OTOCLIP	

OP \$515.00 2880308

Property Type	Number	Word Mark
Registration Number:	2203950	CRITTER CLIPS
Registration Number:	2210826	PROS PRESSURE RELIEF OTO-DAM SYSTEM
Registration Number:	2216177	SILICAST
Registration Number:	3897444	SILICONE SINGLES
Registration Number:	3897443	OTO-EASE
Registration Number:	4363903	TRUE-FIT
Registration Number:	4681263	WESTONE
Registration Number:	5088109	EZ MOLD
Registration Number:	5088110	EZ MOLD
Registration Number:	4673784	TRU
Serial Number:	97270286	WEBEAR
Serial Number:	90548935	WESTONE
Serial Number:	90806330	FITRIGHT

CORRESPONDENCE DATA

Fax Number: 3146121301

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: 314-444-7600

Email: ipdept@lewisrice.com

Correspondent Name: Mark C. Winings

Address Line 1: 600 Washington Avenue, Suite 2500

Address Line 4: St. Louis, MISSOURI 63015

NAME OF SUBMITTER:	Michelle Chapman
SIGNATURE:	/Michelle Chapman/
DATE SIGNED:	03/25/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 25, 2022 (this “Trademark Security Agreement”), is recorded with the United States Patent and Trademark Office (the “PTO”) to provide notice of the security interests granted in that certain Assignment and Security Agreement (the “Primary Security Agreement”) among Debtor, EAGLE FUND V, LP, a Missouri limited partnership (“EFIV”), and EAGLE FUND V-A, LP, a Missouri limited partnership (“EFV-A”) (EFV AND EFV-A are referred to herein individually and collectively, as “Secured Party”).

Debtor and Secured Party hereby agree as follows:

1. Definitions; Interpretations.

- (a) *Definitions in Primary Security Agreement.* Except as set forth in the introductory paragraph and below, all capitalized terms used in this Trademark Security Agreement and not defined in this Trademark Security Agreement shall have the meanings ascribed to them in the Primary Security Agreement.
- (b) *Certain Defined Terms.* As used in this Trademark Security Agreement, the following terms shall have the following meanings:
 - (i) “Collateral” has the meaning set forth in *Section 2(a)*.
 - (ii) “Commercial Tort Claims” has the meaning set forth in the UCC.
 - (iii) “Debtor” means, individually and collectively, HealthEdge Hearing Acquisition, Inc., a Delaware corporation, Westone Acquisition, Inc., an Indiana corporation, Westone Laboratories, Inc., a Colorado corporation, and ProtectEar USA, LLC, a Delaware limited liability company.
 - (iv) “UCC” means the Uniform Commercial Code as adopted and in effect in the State of Missouri and the State of Delaware, as applicable.
- (c) *UCC Defined Terms.* Except as otherwise defined in this Trademark Security Agreement or in the Primary Security Agreement, terms used in this Trademark Security Agreement shall have the meanings ascribed to them in the UCC.
- (d) *Construction.* In this Trademark Security Agreement, the following rules of construction and interpretation apply as well as any rules of construction and interpretation applicable to the Primary Security Agreement consistent with the following (which are hereby incorporated into this Trademark Security Agreement by reference): (i) no reference to “proceeds” in this Trademark Security Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; (iv) “all” includes “any” and “any” includes “all.”

2. Security Interest.

- (a) Grant. As security for the payment of the Indebtedness, Debtor hereby grants to Secured Party a valid and perfected second priority security interest in all of Debtor's right, title, and interest in, to, and under the following property (in each case whether now or hereafter existing or arising, or in which Debtor now has or hereafter owns, acquires, or develops an interest, and wherever located, collectively, the "Collateral"), subject in the case of priority only to the security interest in favor of Senior Lender that secures the Senior Debt, if any:
- (i) All trademarks, service marks, trademark or service mark registrations, trademark or service mark applications, trade names, domestic or foreign (including those identified on *Exhibit A*, attached to and made a part of this Trademark Security Agreement), all renewals thereof (collectively, "Trademarks"), all licenses related to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present, or future infringement of the foregoing, and all rights arising therefrom and pertaining thereto, together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing;
 - (ii) All general intangibles and all intellectual or other intangible property of Debtor of any kind or nature associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;
 - (iii) All proceeds of any and all of the foregoing Collateral (including rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.
3. Supplement. The parties have entered into this Trademark Security Agreement in conjunction with the Primary Security Agreement. Secured Party's rights and remedies with respect to the security interests granted in this Trademark Security Agreement are without prejudice to, and are in addition to those set forth in the Primary Security Agreement or any other security documents referenced in the Primary Security Agreement, all terms and provisions of which are incorporated into this Trademark Security Agreement by this reference. All covenants, terms, and provisions of this Trademark Security Agreement and the Primary Security Agreement are cumulative, and shall be performed and satisfied in accordance with their respective terms.
4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Trademarks registered or applied for before a governmental authority is set forth in *Exhibit A*.
5. Further Acts. On a continuing basis, and at Debtor's expense, Debtor shall make, execute, acknowledge, and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or may be reasonably requested by Secured Party to carry out the intent and purpose of this

Trademark Security Agreement, for assuring, confirming, or protecting the grant or perfection of the security interest granted or purported to be granted in this Trademark Security Agreement, to ensure Debtor's compliance with this Trademark Security Agreement and to enable Secured Party to exercise and enforce its rights and remedies under this Trademark Security Agreement with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Trademark Security Agreement, an abstract of it, or any other document that describes Secured Party's interest in the Collateral with the PTO, at Debtor's expense. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office Secured Party deems appropriate. If Debtor holds or acquires a Commercial Tort Claim related to the Collateral at any time, the Debtor shall immediately notify Secured Party in a writing signed by Debtor of the details related to it and grant Secured Party in such writing a security interest in such Commercial Tort Claim and in the proceeds of it, all upon the terms of this Trademark Security Agreement.

6. Authorization to Supplement. If Debtor obtains any ownership interest in any new Trademark, license related to any Trademark, right to sue for past, present or future infringement of any Trademark, or other right arising therefrom, or any goodwill associated with any Trademark, or any general intangible or other property associated with any Trademark (collectively, "New Trademarks"), the provisions of this Trademark Security Agreement shall automatically apply to them. Debtor shall give prompt written notice to Secured Party regarding any such New Trademark rights. Upon written notice of any New Trademark right by Debtor to Secured Party, the parties shall mutually agree to modify this Trademark Security Agreement by amending *Exhibit A* to include any such New Trademark rights. Notwithstanding the foregoing, no failure to so modify *Exhibit A* or this Trademark Security Agreement shall in any way affect, invalidate, or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on *Exhibit A*.
7. Binding. This Trademark Security Agreement shall be binding upon, inure to the benefit of, and be enforceable by Debtor, Secured Party, and their respective successors and assigns. Debtor may not assign, transfer, hypothecate, or otherwise convey its rights, benefits, obligations, or duties under this Trademark Security Agreement except as specifically permitted by the Primary Security Agreement.
8. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, except to the extent the laws of the State of Delaware apply to the perfection or priority of the security interests in favor of Secured Party and except as required by mandatory provisions of law; provided that Secured Party shall retain all rights under federal law.
9. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (by facsimile or otherwise), each of which shall be deemed to be an original, and all of which taken together shall constitute a single agreement.
10. Severability. If one or more provisions contained in this Trademark Security Agreement are declared invalid, illegal, or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality, or unenforceability in such jurisdictions or

with respect to such parties shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any or any other provisions of this Trademark Security Agreement.


11. Notices. All notices and other communications required under this Trademark Security Agreement shall be in writing and shall be given in accordance with the terms of the Primary Security Agreement.
12. Entire Agreement. This Trademark Security Agreement (including ***Exhibit A***) and the Primary Security Agreement, together with any and all exhibits and schedules attached to the foregoing, contain the entire agreement of the parties with respect to the subject matter of them, and supersede all prior drafts and communications related to the same subject matter. To the extent there is any direct conflict between this Trademark Security Agreement and the Primary Security Agreement, the terms and conditions in the Primary Security Agreement shall govern. Neither this Agreement nor any provision of it may be modified, amended, or waived except by the written agreement of the parties, as set forth in the Primary Security Agreement.

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IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered as of the date first above written.

Debtor:

**HEALTHEDGE HEARING
ACQUISITION, INC.**, a Delaware
corporation

By: 
Name: Terry Conrad
Title: Vice President


Secured Party:

EAGLE FUND V, LP,
a Missouri limited partnership

By: Eagle Fund V Partners, LLC,
its general partner

By: _____
Name: Benjamin M. Geis
Title: Managing Director

WESTONE ACQUISITION, INC., an
Indiana corporation

By: 
Name: Terry Conrad
Title: Vice President

EAGLE FUND V-A, LP,
a Missouri limited partnership

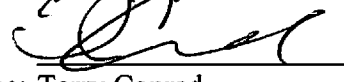
By: Eagle Fund V Partners, LLC,
its general partner

By: _____
Name: Benjamin M. Geis
Title: Managing Director

WESTONE LABORATORIES, INC., a
Colorado corporation

By: 
Name: Terry Conrad
Title: President

PROTECTEAR USA, LLC, A Delaware
limited liability company

By: 
Name: Terry Conrad
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007671 FRAME: 0801

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Debtor:

**HEALTHEDGE HEARING
ACQUISITION, INC.**, a Delaware
corporation

By: _____
Name: Terry Conrad
Title: Vice President

Secured Party:

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a Missouri limited partnership

By: Eagle Fund V Partners, LLC,
its general partner

By: _____
Name: Benjamin M. Geis
Title: Managing Director

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By: _____
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By: Eagle Fund V Partners, LLC,
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Name: Benjamin M. Geis
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By: _____
Name: Terry Conrad
Title: President

PROTECTEAR USA, LLC, A Delaware
limited liability company

By: _____
Name: Terry Conrad
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007671 FRAME: 0802

EXHIBIT A

TRADEMARK RELATED COLLATERAL

Serial No.	Registration No.	Title	Registration Date	Debtor
78166232	2,880,308	ACCES	August 31, 2004	Westone Laboratories, Inc.
78136891	2,709,508	ELITE SERIES BY WESTONE	April 22, 2003	Westone Laboratories, Inc.
77196192	3,597,101	WESTONE THE IN-EAR EXPERTS	March 31, 2009	Westone Laboratories, Inc.
77331428	3,595,928	DEFENDEAR	March 24, 2009	Westone Laboratories, Inc.
75370455	2,205,616	SILICLONE	November 24, 1998	Westone Laboratories, Inc.
75370453	2,205,615	WESTONE	November 24, 1998	Westone Laboratories, Inc.
75370450	2,210,825	OTOCLIP	December 15, 1998	Westone Laboratories, Inc.
75370452	2,203,950	CRITTER CLIPS	November 17, 1998	Westone Laboratories, Inc.
75370451	2,210,826	PROS PRESSURE RELIEF OTO-DAM SYSTEM	December 15, 1998	Westone Laboratories, Inc.

75370456	2,216,177	SILICAST	January 5, 1999	Westone Laboratories, Inc.
85045831	3,897,444	SILICONE SINGLES	December 28, 2010	Westone Laboratories, Inc.
85045829	3,897,443	OTO-EASE	December 28, 2010	Westone Laboratories, Inc.
85756519	4,363,903	TRUE-FIT	July 9, 2013	Westone Laboratories, Inc.
86304238	4,681,263	WESTONE	February 3, 2015	Westone Laboratories, Inc.
86789124	5,088,109	EZ MOLD	November 22, 2016	Westone Laboratories, Inc.
86789149	5,088,110	EZ MOLD (and Design)	November 22, 2016	Westone Laboratories, Inc.
86025738	4,673,784	TRU (and Design)	January 20, 2015	Westone Laboratories, Inc.
97270286	TBD	WEBEAR	TBD	Westone Laboratories, Inc.
90548935	TBD	WESTONE	TBD	Westone Laboratories, Inc.
90806330	TBD	FITRIGHT	TBD	Westone Laboratories, Inc.