

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EARGO, INC.		06/28/2022	Corporation: DELAWARE
EARGO HEARING, INC.		06/28/2022	Corporation: CALIFORNIA
EARGO SCREENING, LLC		06/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DRIVETRAIN AGENCY SERVICES LLC		
Street Address:	410 Park Avenue, Ste. 900		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4661088	EARGO	
Registration Number:	5233538	EARGO PLUS	
Registration Number:	5021162	FLEXI FIBERS	
Registration Number:	4918299	BEAUTIFULLY DESIGNED TO NEVER BE SEEN	
Registration Number:	4746810		
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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>			
Phone:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	116915-0008-003		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		

CH \$140.00 4661088

DATE SIGNED:	06/30/2022
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Agreement**”) is entered into as of June 28, 2022 by and among DRIVETRAIN AGENCY SERVICES LLC, as administrative agent for the Noteholders as defined below (“**Administrative Agent**”), EARGO, INC., a Delaware corporation (“**Eargo**”), EARGO HEARING, INC., a California corporation (“**Eargo Hearing**”), and EARGO SCREENING, LLC, a Delaware limited liability company (“**Eargo Screening**”; and together with Eargo and Eargo Hearing, individually and collectively “**Grantor**”).

RECITALS

A. Noteholders have agreed to purchase Notes in an aggregate principal amount of up to \$125,000,000 from Grantor pursuant to the terms and conditions of the Note Purchase Agreement by and between Grantor, the Noteholders and Administrative Agent, dated as of June 24, 2022 (as the same may be amended, modified or supplemented from time to time, the “**Note Purchase Agreement**”; capitalized terms used herein are used as defined in the Note Purchase Agreement).

B. Under the Note Purchase Agreement, Grantor has agreed to secure all of its Obligations by granting to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, Patents and Mask Works (as each term is described below) to secure the Obligations of Grantor under the Note Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations under the Note Purchase Agreement, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any and all trademark and servicemark rights whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively “**Mask Works**”).

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) Any and all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) Any and all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Mask Works; and

(j) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include (i) any intent-to-use trademarks or (ii) rights of Grantor under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement.

3. Note Purchase Agreement. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent, for the benefit of

Secured Parties, with respect to the Intellectual Property Collateral are as provided by the Note Purchase Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This 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 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 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).

7. Administrative Agent. This Agreement is executed for the purposes of conferring certain rights and benefits to the Administrative Agent and shall not impose any duties or obligations upon it. The rights, privileges, protections, immunities and benefits afforded to the Administrative Agent, including, without limitation, its right to be indemnified, under the Note Purchase Agreement shall be afforded to the Administrative Agent for all purposes of this Agreement as if fully set forth herein mutatis mutandis.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

EARGO, INC.

DocuSigned by:
Christian Gormsen
By: _____
8F584852663C4AB...
Name: Christian Gormsen
Title: Chief Executive Officer and
President

EARGO HEARING, INC.

DocuSigned by:
Christian Gormsen
By: _____
8F584852663C4AB...
Name: Christian Gormsen
Title: Chief Executive Officer and
President

EARGO SCREENING, LLC

DocuSigned by:
MARK THORPE
By: _____
87B007AC299D4DC...
Name: Mark Thorpe
Title: President and Treasurer

ADMINISTRATIVE AGENT

DRIVETRAIN AGENCY SERVICES LLC,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

EARGO, INC.

By: _____
Name:
Title:

EARGO HEARING, INC.

By: _____
Name:
Title:

EARGO SCREENING, LLC

By: _____
Name:
Title:

ADMINISTRATIVE AGENT

DRIVETRAIN AGENCY SERVICES,
LLC, as Administrative Agent

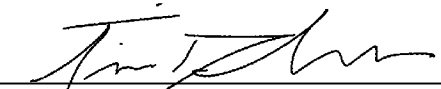
By:  _____
Name: Timothy Daileader
Title: Authorized Signatory

EXHIBIT A

Copyrights

No.	Description	Registration Number	Application Number	Notes on Ownership
1.	None Identified			

EXHIBIT B

Patents

No.	Description	Application Number	Registration Number	Notes on Ownership
1.	Adjustable Securing Mechanism for a Space Access Device		9,344,819 (05/17/2016)	Assignee: Eargo, Inc.
2.	Adjustable Securing Mechanism		10,097,936 (10/09/2018)	Assignee: Eargo, Inc.
3.	Adjustable Securing Mechanism		10,284,977 (05/07/2019)	Assignee: Eargo, Inc.
4.	Apparatus, System and Method for Reducing Acoustic Feedback Interference Signals		10,334,370 (06/25/2019)	Assignee: Eargo, Inc.
5.	Open Ear Canal Hearing Aid with Adjustable Non-Occluding Securing Mechanism		8,457,337 (06/04/2013)	Assignee: Eargo, Inc.
6.	Open Ear Canal Hearing Aid		8,577,067 (11/05/2013)	Assignee: Eargo, Inc.
7.	Ear Cleaning Apparatus		9,060,230 (06/16/2015)	Assignee: Eargo, Inc.
8.	Adjustable Securing Mechanism for a Space Access Device		9,167,363 (10/20/2015)	Assignee: Eargo, Inc.
9.	Wireless Control System for Personal Communication Device		9,432,781 (08/30/2016)	Assignee: Eargo, Inc.
10.	Adjustable Securing Mechanism		9,826,322 (11/21/2017)	Assignee: Eargo, Inc.
11.	Open Ear Canal Hearing Aid		9,866,978 (01/09/2018)	Assignee: Eargo, Inc.

No.	Description	Application Number	Registration Number	Notes on Ownership
12.	Open Ear Hearing Aid		D693,007 (11/05/2013)	Assignee: Eargo, Inc.
13.	Hearing Aid Retention Member		D717,957 (11/18/2014)	Assignee: Eargo, Inc.
14.	Open Ear Hearing Aid		D717,958 (11/18/2014)	Assignee: Eargo, Inc.
15.	Open Ear Hearing Aid		D717,959 (11/18/2014)	Assignee: Eargo, Inc.
16.	Hearing Aid Charger Housing		D755,976 (05/10/2016)	Assignee: Eargo, Inc.
17.	Wax Management System		11,140,498 (10/05/2021)	Assignee: Eargo, Inc.
18.	Hand Removable, Clip On Wax Guards		11,014,125 (05/25/2021)	Assignee: Eargo, Inc.
19.	Device-Cleaning Wax Guards		10,835,931 (11/17/2020)	Assignee: Eargo, Inc.
20.	Hearing Assistance Device with an Accelerometer		10,785,579 (09/22/2020)	Assignee: Eargo, Inc.
21.	Hearing Assistance Device that Uses One or More Sensors to Autonomously Change a Power Mode of the Device		10,771,883 (09/08/2020)	Assignee: Eargo, Inc.
22.	Hearing Assistance Device that Uses One or More Sensors to Autonomously Change a Power Mode of the Device		11,206,476 (12/21/2021)	Assignee: Eargo, Inc.

No.	Description	Application Number	Registration Number	Notes on Ownership
23.	Wireless Control System for Personal Communication Device		9,936,311 (04/03/2018)	Assignee: Eargo, Inc.
24.	In-Situ Hearing Assessment and Fitting of Hearing Devices	63/215,504 (06/27/2021)		Assignee: Eargo, Inc.
25.	Hearing Device Test and Diagnostics System and Methods	17/358,159 (06/25/2021)		Assignee: Eargo, Inc.
26.	Tone Detection in Hearing Device Audio Signals	PCT/US2021/028989 (04/23/2021)		Assignee: Eargo, Inc.
27.	Detection of Feedback Path Change	17/239,427 (04/23/2021)		Assignee: Eargo, Inc.
28.	Wax Management System	17/467,205 (09/04/2021)		Assignee: Eargo, Inc.
29.	Hearing Assistance Device with an Accelerometer	17/071,918 (10/15/2020)		Assignee: Eargo, Inc.
30.	An Improved Hearing Assistance System	63/217,114 (06/30/2021)		Assignee: Eargo, Inc.
31.	Normal Hearing Simulator	63/275,041 (11/03/2021)		Assignee: Eargo, Inc.
32.	In-Situ Hearing Assessment and Fitting of Hearing Devices	PCT/US2022/30223 (May 20, 2022)		Assignee: Eargo, Inc.

EXHIBIT C

Trademarks


No.	Description	Application Number	Registration Number	Notes on Ownership
5.	EARGO		4,661,088 (12/23/2014)	Eargo, Inc.
6.	EARGO PLUS		5,233,538 (06/27/2017)	Eargo, Inc.
7.	FLEXI FIBERS		5,021,162 (08/16/2016)	Eargo, Inc.
8.	BEAUTIFULLY DESIGNED TO NEVER BE SEEN		4,918,299 (03/15/2016)	Eargo, Inc.
11.			4,746,810 (06/02/2015)	Eargo, Inc.

EXHIBIT D

Mask Works

No.	Description	Application	Registration	Notes on Ownership
1.	None Identified			