

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRIVETRAIN AGENCY SERVICES, LLC, as Administrative Agent		11/25/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	EARGO, INC.		
Street Address:	2665 North First Street, Suite 300		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	Corporation: DELAWARE		
Name:	EARGO HEARING, INC.		
Street Address:	2665 North First Street, Suite 300		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	Corporation: CALIFORNIA		
Name:	EARGO SCREENING, LLC		
Street Address:	2665 North First Street, Suite 300		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	Limited Liability Company: DELAWARE		
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		

CH \$140.00 4661088

CORRESPONDENCE DATA**Fax Number:** 6172359493*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:** 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/**DATE SIGNED:** 11/28/2022**Total Attachments: 13**

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (“**Release**”) is made and effective as of November 25, 2022 and granted by DRIVETRAIN AGENCY SERVICES, LLC, as administrative agent for the Noteholders under the Note Purchase Agreement referred to below (the “**Administrative Agent**”), in favor of 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**”) and their successors, assigns and legal representatives.

RECITALS

A. Pursuant to that certain 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), the Grantor executed and delivered to the Administrative Agent that certain (i) Intellectual Property Security Agreement by and among the Grantor and the Administrative Agent dated as of June 28, 2022 (the “**IP Security Agreement**”) and (ii) Intellectual Property Security Agreement Supplement by and among the Grantor and the Administrative Agent dated as of August 2, 2022 (the “**IP Security Agreement Supplement**,” together with the IP Security Agreement, the “**IP Security Agreements**”).

B. Pursuant to the IP Security Agreements, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined below).

C. The IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7766, Frame 0682 on June 30, 2022 and Reel 060427, Frame 0124 on July 1, 2022, and the IP Security Agreement Supplement was recorded with the United States Patent and Trademark Office at Reel 060725, Frame 0729 on August 4, 2022.

D. The Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Intellectual Property Collateral under the IP Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby represents, warrants, covenants and agrees as follows:

RELEASE

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates each of the IP Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that Administrative Agent may have under the IP Security Agreements, in, to and under the following of the Grantor (collectively, the “**Intellectual Property Collateral**”):

(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).

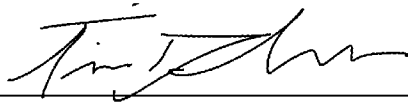
2. Further Assurances. Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments prepared by the Grantor and in form and substance satisfactory to the Administrative Agent, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release 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 Release 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]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DRIVETRAIN AGENCY SERVICES, LLC,
as Administrative Agent

By:  _____

Name: Timothy Daileader

Title: Authorized Signatory

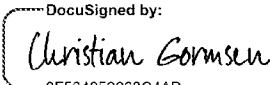
[Signature Page to Release of Intellectual Property Security Interest]

TRADEMARK
REEL: 007902 FRAME: 0621

IN WITNESS WHEREOF, each Grantor has caused this Release to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

GRANTOR

EARGO, INC.

By: 8F584852663C4AB
Name: Christian Gormsen
Title: Chief Executive Officer and President

EARGO HEARING, INC.

By: 8F584852663C4AB
Name: Christian Gormsen
Title: Chief Executive Officer and President

EARGO SCREENING, LLC

By: _____
Name: Mark Thorpe
Title: President and Treasurer

[Signature Page to Release of Intellectual Property Security Interest]

IN WITNESS WHEREOF, each Grantor has caused this Release to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

GRANTOR

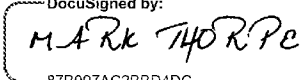
EARGO, INC.

By: _____
Name: Christian Gormsen
Title: Chief Executive Officer and
President

EARGO HEARING, INC.

By: _____
Name: Christian Gormsen
Title: Chief Executive Officer and
President

EARGO SCREENING, LLC

By: _____
DocuSigned by:

87B097AC2BB04DC
Name: Mark Thorpe
Title: President and Treasurer

[Signature Page to Release of Intellectual Property Security Interest]

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.
23.	Wireless Control System for Personal		9,936,311	Assignee: Eargo, Inc.

No.	Description	Application Number	Registration Number	Notes on Ownership
	Communication Device		(04/03/2018)	
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.
33.	Wireless Charging with Magnetic Retention	17/854,563		Assignee: Eargo, Inc.
34.	Apparatus and Method to Integrate a Wireless Charger and a Hearing Assistance Device	17/854,619		Assignee: Eargo, Inc.
35.	Multiple Flexible Tips for a Hearing Assistance	17/854,596		Assignee: Eargo, Inc.

No.	Description	Application Number	Registration Number	Notes on Ownership
	Device			
36.	Reliable Wireless Communications Including Commands from an Application Through a Speaker to a Hearing Assistance Device	PCT/US2022/035695		Assignee: Eargo, Inc.
37.	Acoustics Fixture for Manual or Automated Testing and/or Calibration of Hearing Devices	63/338,718		Assignee: Eargo, Inc.
38.	Battery Charging Using Magnetically Coupled Resonator	63/351,713		Assignee: Eargo, Inc.

EXHIBIT C

Trademarks


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

EXHIBIT D

Mask Works

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