


FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):  <u>HearingPlanet, Inc.</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Tennessee</u> <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies)  Name: <u>Sonic Innovations, Inc.</u>  Internal Address: <u>Attn: Stephen L. Wilson</u>  <u>Street Address: 2795 East Cottonwood Parkway, Suite 660</u>  <u>City: Salt Lake City State: UT Zip: 84121</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>April 19, 2002</u>		
4. Application number(s) or registration number(s): A. Trademark Application No.(s)  <u>76161723; 75932100</u>  Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Trademark Registration No.(s)	
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Nancy Bouch, Senior Legal Assistant</u>  Internal Address: <u>Wilson Sonsini Goodrich &amp; Rosati</u>  _____  <u>Street Address: 650 Page Mill Road, 1117-2B-P7</u>  _____  <u>City: Palo Alto State: CA Zip: 94304</u>	6. Total number of applications and registrations involved:..... <u>2</u>	7. Total fee (37 CFR 3.41)..... \$ <u>65.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account
8. Deposit account number:  <u>23-2415</u> (Ref. 14382.000)  (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Nancy Bouch</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>April 22, 2002</u>            Date         </div> </div>		
Total number of pages including cover sheet, attachments, and document: <u>5</u>		

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002451 FRAME: 0438**

**GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of April 19, 2002, is executed by HearingPlanet, Inc., a Tennessee corporation (together with its successors and assigns, "Debtor"), in favor of Sonic Innovations, Inc., as Secured Party (together with its successors and assigns, "Secured Party").

A. Reference is made to a Security Agreement, dated as of April 19, 2002 (the "Agreement"), by and between Debtor and Secured Party.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement.

Secured Party's address is:	Sonic Innovations, Inc. 2795 East Cottonwood Parkway, Suite 660 Salt Lake City, UT, 84121 Attn: Stephen L. Wilson
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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

HearingPlanet, Inc.

By: *Larson Douglas Hudson*

Name: LARSON DOUGLAS HUDSON

Title: CEO

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST**  
**TRADEMARKS**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
NONE		

**SCHEDULE 1-B TO GRANT OF SECURITY INTEREST**  
**TRADEMARK APPLICATIONS**

<u>Application Date</u>	<u>Application No.</u>
November 8, 2000	76/161,723
February 29, 2000	75/932,100