

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Songbird Hearing, Inc.		04/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Songbird Holdings, LLC
Street Address:	1850 S. Boulder Avenue
Internal Address:	Suite 100S
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74119
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2460177	SONGBIRD
Registration Number:	2905280	SONGBIRD HEARING
Registration Number:	3747416	DIRECTFIT
Registration Number:	3648566	FLEXFIT
Registration Number:	3693548	
Registration Number:	4010110	SONGBIRD CLEAR

CORRESPONDENCE DATA

Fax Number: 6157420410
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 615-742-7760
 Email: trademarks@bassberry.com
 Correspondent Name: Robert L. Brewer
 Address Line 1: 150 3rd Avenue South
 Address Line 2: Suite 2800

CH \$165.00 2460177

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER: 117674-250

NAME OF SUBMITTER: Robert L. Brewer

Signature: /Robert L. Brewer/

Date: 05/10/2012

Total Attachments: 7
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into on April 15, 2012 (the "Effective Date"), by and between SONGBIRD HOLDINGS, LLC, an Illinois limited liability company (the "Assignee"), and SONGBIRD HEARING, INC., a Delaware corporation (the "Assignor"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Agreement"), unless otherwise defined herein.

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, transfer, convey, assign, grant and deliver to Assignee, all rights, title and interest in and to the Intellectual Property (as defined in the Agreement), including without limitation, the patents and patent applications identified on Exhibit A attached hereto (collectively, the "Patents") the trade names and trademarks identified on Exhibit B attached hereto (collectively, the "Trademarks"), and the domain names set forth on Exhibit C attached hereto (the "Domain Names"), together with all goodwill associated therewith or related thereto; and

WHEREAS, Assignor now desires to transfer all rights, title and interest in and to the Intellectual Property, together with all goodwill related thereto, to Assignee, including without limitation, the right to sue for and remedies against past, present, and future infringements of the Intellectual Property, the right of priority and protection of interests in the Intellectual Property under the laws of any jurisdiction worldwide; and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Agreement and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, in consideration of the Assignee's delivery of the Consideration, as defined in Section 2.4 of the Agreement, the foregoing premises and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts from the Assignor, all worldwide rights, title and interest in and to the Intellectual Property, together with any goodwill related thereto, including without limitation the right to sue for and remedies against past, present and future infringement of the Intellectual Property and the right of priority and protection of interests in the Intellectual Property under the laws of any jurisdiction worldwide. Assignor does not own and has not information or knowledge as to any technology that would prevent Assignee from practicing the subjects of the assets to be purchased under the Agreement.

If any Trademark is the subject of an application based on Assignor's bona fide intent to use the Trademark in commerce, Assignor hereby represents that Assignee is the successor to the portion of Assignor's ongoing and existing business to which the application and the Trademark pertain.

Assignor authorizes and requests the Commissioner of Patent and Trademarks to record Assignee as owner of the Patents (including any divisions, reissues, reexaminations or extensions thereof or continuations or continuations-in-part, and to issue any and all letters patent of the United States and any foreign jurisdiction thereon) and Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Intellectual Property and all legal equivalents as may be known or accessible to Assignor.

This Assignment is not intended to and shall not in any way to supersede, modify or qualify any provision of the Agreement.

This Assignment is absolute, exclusive and irrevocable.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in all respects, including validity, interpretation and effect, in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. The clauses and provisions of this Agreement shall be enforceable to the maximum extent permitted by law.


The terms of the Agreement are incorporated herein by this reference. This Assignment is executed and delivered in connection with the Agreement and shall not be interpreted or construed as varying in any respect the agreements, covenants, representations or warranties of the Parties contained therein.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page(s) and Exhibits Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE:

By: 
Name: _____
Its:

ASSIGNOR:

By: _____
Name: _____
Its:

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE:

By: _____
Name:
Its:

ASSIGNOR:


By: 
Name: Christopher DiCostanzo
Its: President & CEO

EXHIBIT A

PATENTS

Registered Patents:

Patent Registration No./Date of Issuance	Owners Inventors	Country of Patent	Invention
D554,756	Songbird	U.S.A.	Design Patent
D605,292	Songbird	U.S.A.	Design Patent
D605,769	Songbird	U.S.A.	Design Patent
D650,080	Songbird	U.S.A.	Design Patent
8121320	Songbird	U.S.A.	Adjustable length wire
12/938,181	Songbird	U.S.A.	bullet-shaped tip with integral wax guard
12/806,197	Songbird	U.S.A.	replaceable earpiece w/ hinge and latch

Patent Applications:

EXHIBIT B
TRADEMARKS

Registered Trademarks:

Copies of the Trademark Electronic Search System record for the registered Trademarks are attached hereto.

Mark	Registration Number	Filing Date	Registration Date	Goods & Services
SONGBIRD				
Brazil	2,460,177	16 Aug 1999	05 Oct 2004	
Canada	543,036	11 Aug 1999	26 Mar 2001	
Chile	562261	12 Aug 1999	24 Feb 2000	
EU	001282185	13 Aug 1999	18 Oct 2000	
Hong Kong	20005096	17 Feb 1999	30 Mar 2000	Hearing Aids
Japan	4408520	13 Aug 1999	11 Aug 2000	
Korea	474129	12 Aug 1999	27 Jul 2000	
New Zealand	314150	18 Aug 1999	17 Feb 2000	
USA	2,460,177	17 Feb 1999	12 Jun 2001	
SONGBIRD HEARING	2,905,280	21 Jun 2001	23 Nov 2004	
DIRECTFIT	3,747,416	05 May 2008	09 Feb 2010	
FLEXFIT	3,648,566	05 May 2008	30 Jun 2009	
MISC. DESIGN	3,693,548	05 May 2008	06 Oct 2009	
SONGBIRD CLEAR	4,010,110	23 Feb 2010	09 Aug 2011	

Common Law Marks and Trade Names (including first use date):

EXHIBIT C**DOMAIN NAMES**

Domain Name	Registrar	Account Name/Number	Password	Security Question
1800Songbird.com	Register.com	Songbirdhearing	rsong12r	Favorite actor? Will Farrell
BuySongbird.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
hearingease.com	Register.com	Songbirdhearing	rsong12r	Favorite actor? Will Farrell
hearsimply.com	Register.com	Songbirdhearing	rsong12r	Favorite actor? Will Farrell
hearsongbird.com	Register.com	Songbirdhearing	rsong12r	Favorite actor? Will Farrell
LibertySongbird.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
Refersongbird.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
sbhearing.com	Network Solutions	SongbirdHearing	songbird2012	Favorite vacation spot? Bermuda
SBHearingAids.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
sharesongbird.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
Songbirdclear.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
Songbirdclear.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
Songbirdclear.net	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
songbirdcustomerservice.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
SongbirdFree.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
SongbirdFreeShipping.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
SongbirdHear.com	Network Solutions	SongbirdHearing	songbird2012	Favorite vacation spot? Bermuda
songbirdhearing.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
SongbirdNow.com	Network Solutions	SongbirdHearing	songbird2012	Favorite vacation spot? Bermuda
songbirdstore.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
stonbirdultra.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
SongbirdUSA.com	Register.com	Songbirdhearing	rsong12r	Favorite actor? Will Farrell
trysongbirdAgain.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610
trysongbirdultra.com	GoDaddy	21348618	fatcat	Hint: garfield Call in Pin: 0610