

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/12/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	America Hears, Inc.		11/12/2010
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GSM-Walker Products, LLC		
Street Address:	3385 Roy Orr Boulevard		
City:	Grand Prairie		
State/Country:	TEXAS		
Postal Code:	75050		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 4			
	Property Type	Number	Word Mark
	Registration Number:	3135882	FREEDOM
	Registration Number:	3145155	AMERICA HEARS
	Registration Number:	3581393	CLEARFIT
	Registration Number:	3621921	
CORRESPONDENCE DATA			
Fax Number:	2155634044		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-563-4100		
Email:	vpace@ddhs.com		
Correspondent Name:	Vincent T. Pace		
Address Line 1:	1601 Market Street		
Address Line 2:	Suite 2400		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2307		

CH \$115.00 3135882

ATTORNEY DOCKET NUMBER:	4610 TM'S MERGER DOC
NAME OF SUBMITTER:	Vincent T. Pace
Signature:	/vtp/
Date:	10/04/2012
Total Attachments: 8 source=AHtoGSMmerger#page1.tif source=AHtoGSMmerger#page2.tif source=AHtoGSMmerger#page3.tif source=AHtoGSMmerger#page4.tif source=AHtoGSMmerger#page5.tif source=AHtoGSMmerger#page6.tif source=AHtoGSMmerger#page7.tif source=AHtoGSMmerger#page8.tif	

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made and entered into effective as of November 12, 2010 (the "Closing Date"), by and among America Hears, Inc., a Delaware corporation ("America Hears"), GSM-Walker Products, LLC, a Texas limited liability company ("GSM"), all of the Members of GSM (each a "Member" and collectively, the "Members"), GSM-America Hears Holding Company, LLC, a Delaware limited liability company ("New Holding"), and Henry C. Smith, Sr. ("Smith," and together with America Hears, GSM, the Members and New Holding, each a "Party" and collectively, the "Parties").

RECITALS

A. America Hears, together with its wholly-owned subsidiary, Sound Quest, LLC, a Pennsylvania limited liability company ("Sound Quest"), is engaged in the business of designing, developing, manufacturing, marketing and selling a full range of advanced digital hearing aids and hearing aid components (the "AH Business").

B. GSM is engaged in the business of marketing and selling a full range of advanced digital hearing aids and hearing aid components (the "GSM Business").

C. The Members desire to contribute the Contributed Units (defined below) to New Holding as a capital contribution to New Holding, in exchange for New Holding's issuance to such Members of an aggregate of 66,666 New Holding Class A-1 Units (defined below) as further set forth herein.

D. America Hears desires to contribute, on the Closing Date, the Contributed Assets (defined below) to New Holding as a capital contribution to New Holding, in exchange for New Holding's issuance to America Hears of 33,334 New Holding Class A-2 Units (defined below), and New Holding desires to contribute the Contributed Assets to GSM (which, following the Members' contribution of the Contributed Units to New Holding, will be a wholly-owned subsidiary of New Holding) as a capital contribution to GSM.

E. The parties have agreed that for convenience the Contributed Assets being contributed by America Hears to New Holdings and by New Holdings to GSM will be assigned and conveyed by America Hears directly to GSM for and on behalf of New Holding.

F. Concurrently with the execution and delivery of this Agreement, America Hears and the Members are executing that certain Operating Agreement of New Holding (the "Operating Agreement"), reflecting, among other things, the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to be obtained hereby, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge and agree as follows:

Holding Class A-1 Units equal to the product of (a) 66,666 New Holding Class A-1 Units *multiplied by* (b) such Member's Percentage Interest. The Transfer of the Contributed Units to New Holding pursuant to this Agreement shall be treated as a capital contribution to New Holding by the Members in exchange for the New Holding Class A-1 Units.

ARTICLE III CONTRIBUTION OF CONTRIBUTED ASSETS BY AMERICA HEARS

Section 3.1 Contribution of Contributed Assets. On and subject to the terms and conditions of this Agreement, America Hears hereby contributes to New Holding and Transfers directly to GSM for and on behalf of New Holding, free and clear of all Liens (other than those Liens set forth in Section 6.6 of the AH Disclosure Schedule), and GSM hereby acquires and accepts from America Hears, all of America Hears' right, title and interest in and to all of the assets and properties owned by America Hears or any subsidiary of America Hears (including Sound Quest), whether tangible or intangible (the "Contributed Assets"), excluding the Excluded Assets, but including, collectively, the following:

(a) all contracts, agreements, leases, licenses, commitments and other legally binding contractual rights or obligations, whether written or oral (collectively, "Contracts"), of America Hears or material to the AH Business other than the Excluded Contracts (the "Assigned Contracts") including the Assigned Contracts set forth in Section 3.1(a) of the AH Disclosure Schedule;

(b) all personal property, fixtures, furnishings, furniture, equipment, motor vehicles, tools, supplies, computers, printers, software, files, books and records owned or leased by America Hears or used by America Hears in connection with the conduct of the AH Business (the "Assigned Personal Property") including the Assigned Personal Property set forth in Section 3.1(b) of the AH Disclosure Schedule;

(c) all customer and vendor relationships, customer and vendor goodwill and other goodwill relating to the Assigned Contracts, the Contributed Assets or the AH Business;

(d) all licenses, franchises, notices, permits, easements, rights, registrations, certificates, authorizations, franchises, consents, approvals and filings (collectively, "Permits") relating to the Contributed Assets or the AH Business (the "Assigned Permits") including the Assigned Permits set forth in Section 3.1(d) of the AH Disclosure Schedule;

(e) all Intellectual Property Rights owned or licensed by America Hears or used, held for use or otherwise necessary in connection with the conduct of the AH Business, and all other intangible rights (including any license, permit or other contractual right to use any such right), including such Intellectual Property Rights evidenced by, embodied in, or associated with:

(i) any idea, algorithm, design, concept, technique, methodology, know-how, process, invention, research-in-progress, discovery or improvement, whether or not patentable, including all United States and foreign patents, patent

applications, patent license rights, industrial design registrations, patentable inventions and certificates of invention, and all continuations, continuations in part, re-issues and re-examinations relating thereto, including those set forth in Section 3.1(e)(i) of the AH Disclosure Schedule;

(ii) any works of authorship or expression and business plans, whether or not copyrightable, including moral rights and copyrights recognized by Law, together with any renewal or extension thereof, including those set forth in Section 3.1(e)(ii) of the AH Disclosure Schedule;

(iii) any computer programs, software, materials, tapes, source and object codes, and all prior and proposed versions, releases, modifications, updates, upgrades and enhancements thereto, as well as all documentation and listings related thereto, including those set forth in Section 3.1(e)(iii) of the AH Disclosure Schedule;

(iv) databases in all forms, versions and media, together with prior and proposed updates, modifications and enhancements thereto, as well as all documentation and listings therefore, including those set forth in Section 3.1(e)(iv) of the AH Disclosure Schedule;

(v) any logos, trademarks, domain names, service marks, trade names and trade dress, product designation, logo, slogan, and all goodwill relating thereto, including those set forth in Section 3.1(e)(v) of the AH Disclosure Schedule;

(vi) any trade secrets, technology licenses, confidential information, shop rights and other intellectual property rights owned or claimed and embodied therein, or associated therewith, or similar rights protectable under any laws or international conventions throughout the world, including those set forth in Section 3.1(e)(vi) of the AH Disclosure Schedule; and

(vii) in each case of the foregoing items (i) through (vi), the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement thereof;

(f) all existing financial and other data (including data stored electronically), books, records, correspondence, business plans and projections, phone numbers, drawings, samples, devices, trade secrets, technical information, manufacturing or processing specifications, product codes, results of research, files, papers, records of sales, promotional materials, marketing studies, customer and vendor files and lists and other data in either oral or written form, relating to the AH Business, the Contributed Assets, the Assumed Liabilities and all manuals and printed instructions of America Hears that relate to the Contributed Assets; *provided, that* America Hears shall be entitled to retain copies of such books and records that are necessary for its tax, accounting or legal purposes;

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Closing Date.

GSM-WALKER PRODUCTS, LLC:

By: David Schnell
Name: DAVID SCHNELL
Title: PRESIDENT

AMERICA HEARS, INC.:

By: _____
Name: _____
Title: _____

GSM-AMERICA HEARS HOLDING COMPANY, LLC:

By: _____
Name: _____
Title: _____

SMITH:

Henry C. Smith, Sr.

MEMBERS:

Schnell Trust of 2001
By: David Schnell
David Schnell, Trustee

KJWS LLC

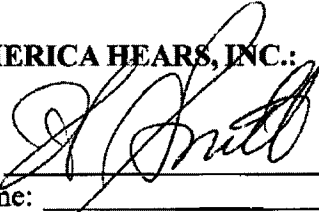
By: _____
Kimberly J.W. Schnell, President

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Closing Date.

GSM-WALKER PRODUCTS, LLC:

By: _____
Name: _____
Title: _____

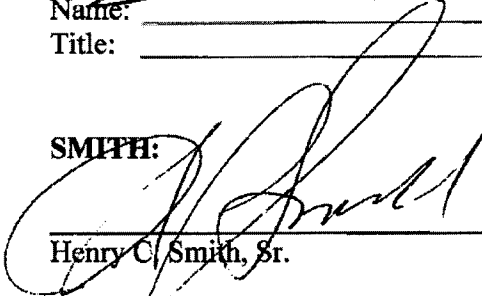
AMERICA HEARS, INC.:

By:  _____
Name: _____
Title: _____

GSM-AMERICA HEARS HOLDING COMPANY, LLC:

By:  _____
Name: _____
Title: _____

SMITH:



Henry C. Smith, Sr.

MEMBERS:

Schnell Trust of 2001

By: _____
David Schnell, Trustee

KJWS LLC

By: _____
Kimberly J.W. Schnell, President

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Closing Date.

GSM-WALKER PRODUCTS, LLC:

By: _____
Name: _____
Title: _____

AMERICA HEARS, INC.:

By: _____
Name: _____
Title: _____

**GSM-AMERICA HEARS HOLDING COMPANY,
LLC:**

By: _____
Name: _____
Title: _____

SMITH:

Henry C. Smith, Sr.


MEMBERS:

Schnell Trust of 2001

By: _____
David Schnell, Trustee

KJWS LLC

[Illegible text]

By:  _____
Kimberly L.W. Schnell, President