

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTRICON CORPORATION		05/24/2022	Corporation: PENNSYLVANIA
HEARING HELP EXPRESS, INC.		05/24/2022	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent		
<b>Street Address:</b>	Two Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3979266	OVERTUS	
<b>Registration Number:</b>	4129205	LUMEN	
<b>Registration Number:</b>	4129206	ESSENTIAL	
<b>Registration Number:</b>	3565566	ETHOS	
<b>Registration Number:</b>	3960395	INTRICON	
<b>Registration Number:</b>	2219330	HEARING HELP EXPRESS	
<b>Registration Number:</b>	2575690	SIMPLY BATTERIES	
<b>Registration Number:</b>	2758410	EARMATE	
<b>Registration Number:</b>	3074719	ECO-GOLD	
<b>Registration Number:</b>	4955408	HEARING HELP EXPRESS	
<b>Registration Number:</b>	5442048	DIPLOMAT	
<b>Registration Number:</b>	5442050	HEARING HELP PLUS	
<b>Registration Number:</b>	5546836	APOLLO	
<b>Registration Number:</b>	5546880	RANGER	
<b>Registration Number:</b>	6190386	FELIX HEARING	
<b>Registration Number:</b>	6038213	HEARINGHELP	
<b>CORRESPONDENCE DATA</b>			

OP \$415.00 3979266

**Fax Number:** 4044435599

**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:** 4044435647

**Email:** cfraser@mcguirewoods.com

**Correspondent Name:** Carol Fraser

**Address Line 1:** 1230 Peachtree Street, Suite 2100

**Address Line 2:** McGuireWoods LLP

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	Intricon -2060236.0203
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<b>NAME OF SUBMITTER:</b>	Carol Fraser
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<b>SIGNATURE:</b>	//Carol Fraser//
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<b>DATE SIGNED:</b>	05/24/2022
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 24, 2022, (this “Agreement”), by IntriCon Corporation, a Pennsylvania corporation (“Intricon”), and Hearing Help Express, Inc., an Illinois corporation (“HHE” and, together with Intricon, the “Grantors” and each, a “Grantor”) in favor of Capital One, National Association (“Capital One”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of May [●], 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), by and among, *inter alios*, Intricon, as the Borrower, IIN Holding Company LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto and Capital One, in its capacities as an issuing bank, the swingline lender and as administrative agent and collateral agent for the Lenders.

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

**SECTION 1.** *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, or if not defined therein, in the Credit Agreement.

**SECTION 2.** *Grant of Security Interest.* As security for the prompt and complete payment in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under (a) the Trademarks set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to such Grantor’s use of such Trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights to sue for past, present and future infringements or dilutions thereof, and (f) all other rights corresponding to any of the foregoing throughout the world (the “Trademark Collateral”); provided, that in no event shall the Trademark Collateral include, and the security interest shall not attach to, any Excluded Asset, including any “intent-to-use” application for the registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto whereby, in each case, such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. *Execution in Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

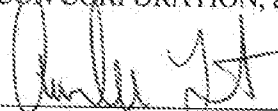
SECTION 5. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. *Governing Law.* **THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

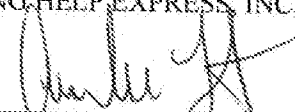
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

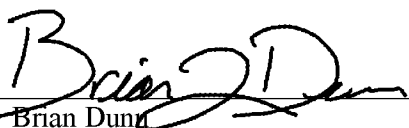
INTRICON CORPORATION, as a Grantor

By:   
Name: Annalee Lutgen  
Title: Interim Chief Financial Officer

HEARING HELP EXPRESS, INC., as a Grantor

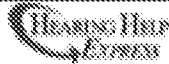
By:   
Name: Annalee Lutgen  
Title: Interim Chief Financial Officer,  
Treasurer and Secretary

CAPITAL ONE, NATIONAL ASSOCIATION, as  
Administrative Agent

By:   
Name: Brian Dunn  
Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
IntriCon Corporation	3,979,266	OVERTUS
IntriCon Corporation	4,129,205	LUMEN
IntriCon Corporation	4,129,206	ESSENTIAL
IntriCon Corporation	3,565,566	ETHOS
IntriCon Corporation	3,960,395	INTRICON
Hearing Help Express, Inc.	2,219,330	HEARING HELP EXPRESS
Hearing Help Express, Inc.	2,575,690	SIMPLY BATTERIES
Hearing Help Express, Inc.	2,758,410	EARMATE
Hearing Help Express, Inc.	3,074,719	ECO-GOLD
Hearing Help Express, Inc.	4,955,408	
Hearing Help Express, Inc.	5,442,048	DIPLOMAT
Hearing Help Express, Inc.	5,442,050	HEARING HELP PLUS
Hearing Help Express, Inc.	5,546,836	APOLLO
Hearing Help Express, Inc.	5,546,880	RANGER
Hearing Help Express, Inc.	6,190,386	FELIX HEARING
Hearing Help Express, Inc.	6,038,213	HEARINGHELP

TRADEMARK APPLICATIONS

None