

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EARGO, INC.		05/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88631107	NEO HIFI	
Serial Number:	88188022	NEO	
Serial Number:	87405695	HEAR LIFE TO THE FULLEST	
Serial Number:	87405697	HEAR LIFE TO THE FULLEST	
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:	4856983		
Registration Number:	4856982		
Registration Number:	4746810		
Registration Number:	4618460	AUGMENTED AUDIO	
Registration Number:	4614223	ARIA INNOVATIONS	
Registration Number:	4614222	ARIA	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>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.</i>			
Phone:	4048853868		

CH \$365.00 88631107

Email: rusty.close@troutman.com
Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.002583
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	05/05/2020

Total Attachments: 12

source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page1.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page2.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page3.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page4.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page5.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page6.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page7.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page8.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page9.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page10.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page11.tif
source=SVB_Eargo (Intellectual Property Security Agreement 4_20)#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Agreement**”) is entered into as of May 1, 2020 by and among **SILICON VALLEY BANK**, a California corporation (“**Bank**”), **EARGO, INC.**, a Delaware corporation (“**Eargo**”), and **EARGO HEARING, INC.**, a California corporation (“**Eargo Hearing**”); and together with Eargo, individually and collectively “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 6, 2018 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain Second Amendment to Loan and Security Agreement dated of even date herewith by and among Bank and Grantor (the “**Second Amendment**”), Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(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) 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 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) 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, the “**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) 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a

duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, as amended by the Second Amendment, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement 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 Agreement 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EARGO, INC.

By: DocuSigned by:
Christian Gormsen
8F594852063C4AB...
Name: Christian Gormsen
Title: Chief Executive Officer

EARGO HEARING, INC.

By: DocuSigned by:
Christian Gormsen
8F594852063C4AB...
Name: Christian Gormsen
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: DocuSigned by:
Robert Mingrone
AFBAC4DFB8F24BE...
Name: Robert Mingrone
Title: Director

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)	
2.	Adjustable Securing Mechanism		10,097,936 (10/09/2018)	
3.	Adjustable Securing Mechanism		10,284,977 (05/07/2019)	
4.	Apparatus, System and Method for Reducing Acoustic Feedback Interference Signals		10,334,370 (06/25/2019)	
5.	Open Ear Canal Hearing Aid with Adjustable Non-Occluding Securing Mechanism		8,457,337 (06/04/2013)	
6.	Open Ear Canal Hearing Aid		8,577,067 (11/05/2013)	
7.	Ear Cleaning Apparatus		9,060,230 (06/16/2015)	

No.	Description	Application Number	Registration Number	Notes on Ownership
8.	Adjustable Securing Mechanism for a Space Access Device		9,167,363 (10/20/2015)	
9.	Wireless Control System for Personal Communication Device		9,432,781 (08/30/2016)	
10.	Adjustable Securing Mechanism		9,826,322 (11/21/2017)	
11.	Open Ear Canal Hearing Aid		9,866,978 (01/09/2018)	
12.	Open Ear Hearing Aid		D693,007 (11/05/2013)	
13.	Hearing Aid Retention Member		D717,957 (11/18/2014)	
14.	Open Ear Hearing Aid		D717,958 (11/18/2014)	
15.	Open Ear Hearing Aid		D717,959 (11/18/2014)	

No.	Description	Application Number	Registration Number	Notes on Ownership
16.	Hearing Aid Charger Housing		D755,976 (05/10/2016)	
17.	Methods and Systems for Determining the Initial State of Charge (iSoC) and Optimum Charge Cycle(s) and Parameters for a Cell	15/098,916 (04/14/2016)		
18.	Methods and Systems for Determining the Initial State of Charge (iSoC) and Optimum Charge Cycle(s) and Parameters for a Cell	15/098,940 (04/14/2016)		
19.	Wax Management System	16/131,324 (09/14/2018)		
20.	Hand Removable, Clip On Wax Guards	16/153,303 (10/05/2018)		
21.	Device-Cleaning Wax Guards	16/153,353 (10/05/2018)		
22.	Hearing Assistance Device with an Accelerometer	16/254,362 (01/22/2019)		

No.	Description	Application Number	Registration Number	Notes on Ownership
23.	Hearing Assistance Device that Uses One or More Sensors to Autonomously Change a Power Mode of the Device	16/256,885 (01/24/2019)		
24.	Hearing Assistance Device Using Sensors to Autonomously Change a Power Mode of the Device	PCT US2019015014 (01/24/2019)		
25.	A Hearing Assistance Device with an Accelerometer	PCT US2019014607 (01/22/2019)		
26.	Wireless Control System for Personal Communication Device		9,936,311 (04/03/2018)	**No recorded assignment from inventors at USPTO**
27.	Methods and Systems for Determining iSoC and Optimum Charge Cycles	PCT US2016027507 (04/14/2016)		
28.	Wireless Control System for Personal Communication Device	PCT US2014032292 (03/30/2014)		

EXHIBIT C

Trademarks

No.	Description	Serial Number	Registration Number	Notes on Ownership
1.	NEO HIFI	88/631,107 (09/25/2019)		
2.	NEO	88/188,022 (11/09/2018)		
3.	HEAR LIFE TO THE FULLEST	87/405,695 (04/10/2017)		
4.	HEAR LIFE TO THE FULLEST	87/405,697 (04/10/2017)		
5.	EARGO		4,661,088 (08/05/2014)	
6.	EARGO PLUS		5,233,538 (06/27/2017)	
7.	FLEXI FIBERS		5,021,162 (08/16/2016)	

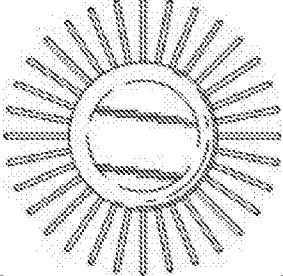
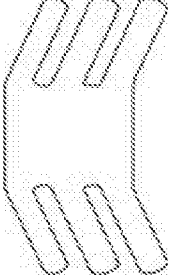

No.	Description	Serial Number	Registration Number	Notes on Ownership
8.	BEAUTIFULLY DESIGNED TO NEVER BE SEEN		4,918,299 (03/15/2016)	
9.			4,856,983 (11/17/2015)	
10.			4,856,982 (11/17/2015)	
11.			4,746,810 (06/02/2015)	
12.	AUGMENTED AUDIO		4,618,460 (10/07/2014)	
13.	ARIA INNOVATIONS		4,614,223 (09/30/2014)	
14.	ARIA		4,614,222 (09/30/2014)	

EXHIBIT D

Mask Works

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