

06-13-2006

HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



103256221

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Otologics, LLC
5445 Airport Boulevard
Boulder, CO 80301

2. Name and address of receiving party(ies):

Name: Affinity Ventures III, L.P.Address: 901 Marquette Avenue, Suite 1810

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other 3rd Amend to Security Agmt & Security AgmtCity: Minneapolis State/Prov.: MinnesotaCountry: USA ZIP: 55402Execution Date: January 31, 2006

Additional name(s) & address(es)

☒ Yes ☐ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

10/821,446

04/09/2004

6,293,903

6,517,476

10/821,721

04/09/2004

6,491,622

6,705,985

10/822,076

04/09/2004

6,879,693

6,537,201

10/821,719

04/09/2004

5,702,342

6,620,094

Additional numbers

☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas R. Marsh, Esq.Registration No. 31,039Address: Marsh Fischmann & Breyfogle LLP3151 South Vaughn Way, Suite 41106/12/2006 DBYRNE 00000001 1082144601 FC:80211560.00 OPCity: AuroraState/Prov.: ColoradoCountry: USAZIP: 80014

6. Total number of applications and patents involved:

39

7. Total fee (37 CFR 3.41):.....\$ 1,560.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1419

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*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.*Thomas R. Marsh

Name of Person Signing

Signature

June 6, 2006

Date

65

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 017982 FRAME: 0001

Continuation of Box 4. Application Number(s) or Patent Number(s):

Patent Application No.	Filing Date	Patent No.
11/097,113	04/01/2005	6,997,864
10/983,102	11/05/2004	
11/010,208	12/11/2004	
10/982,640	11/05/2004	
10/982,639	11/05/2004	
10/821,447	04/09/2004	
10/351,682	01/27/2003	
10/703,672	11/07/2003	
10/082,989	02/26/2002	
09/872,079	06/01/2001	
10/082,988	02/26/2002	
10/351,699	01/27/2003	
10/678,959	10/02/2003	
11/115,436	04/27/2005	
10/549,686	03/22/2004	
11/224,489	09/12/2005	
11/245,409	10/06/2005	
60/667,417	04/01/2005	
60/653,415	02/16/2005	
60/692,224	06/20/2005	
60/697,759	07/08/2005	
60/740,710	11/30/2005	

Continuation of Box 2. Name and Address of Receiving Party(ies):

Insula Properties, LLC
4605 Lindell Boulevard, #1201
St. Louis, Missouri 63108

Sterling Trust Company, Custodian
FBO John David Aton
P.O. Box 2526
Waco, Texas 76702-2526

Dean Belbas, Trustee of the Dean Belbas
Revocable Trust
2501 S. Kiwanis Avenue, #112
Sioux Falls, South Dakota 57105-0159

Brent & Karen Blackey
6389 Oxbow Bend
Chanhassen, Minnesota 55317

David L. Boehnen
P.O. Box 990
Minneapolis, Minnesota 55440

John & Carlyn Bryngelson
6775 South Crocker Way
Littleton, Colorado 80120

Richard D. Cramer Revocable Trust
6427 Timber Ridge
Edina, Minnesota 55439

Dack Cattle Trust
7640 South Argonne Street
Centennial, Colorado 80016

BR Direct Marketing
1101 South Linwood Avenue
Santa Ana, California 92705

D&R Investment Partnership
4567 American Boulevard West
Minneapolis, Minnesota 55437

Alfred & Rose Erickson Trust
FBO Donovan A. Erickson
4567 American Boulevard West
Minneapolis, Minnesota 55437

Fred R. Friswold
5925 Tamarac Avenue
Edina, Minnesota 55436

Jerry & Jane Garbutt
26 Kingsbury Place
St. Louis, Missouri 63112

Dorsey R. Gardner 2002 Trust
219 Lewis Wharf
Boston, Massachusetts 02110-3927

Kenneth & Nancy J. Granat
6117 North Coatimundi Drive
Tucson, Arizona 85750

Elizabeth W. Granat
8847 Spring Creek Trail
Niwot, Colorado 80503

Les Hardy, Jr. Living Trust
6142 Wedgewood Lane
Billings, Montana 59106

Kay L. Hardy Living Trust
6142 Wedgewood Lane
Billings, Montana 59106

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Key Largo, Florida 33037

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St. Paul, Minnesota 55105

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Tubac, Arizona 85646

Peter E. & Judith C. Obermeyer
5913 Hansen Road
Edina, Minnesota 55436

Maureen King
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Tubac, Arizona 85646

Dale R. Olseth
132 Homedale Road
Hopkins, Minnesota 55343

Steven J. Kristo
1531 Canfield Street
Eau Claire, Wisconsin 54701

Olseth Family Grandchildren's Educational
Trust
132 Homedale Road
Hopkins, Minnesota 55343

Piper Jaffrey as Custodian
FBO Dan L. Lastavich IRA
332 Pondridge Circle
Wayzata, Minnesota 55391-1373

Noel P. Rahn
The Rahn Group
5050 Lincoln Drive, #420
Edina, Minnesota 55436

William Lenz & Pamela Jamison-Lenz
6339 Red Maple Lane
Lino Lakes, Minnesota 55014-1444

Wayne & Marlene Rognlin
105 9th Avenue
Aberdeen, Washington 98520

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105 Southmoor Drive
Denver, Colorado 80220

Patrick A. & Karen D. Smith
1305 Westview Terrace
Columbia, Missouri 65203

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9219 Hyland Creek Circle
Bloomington, Minnesota 55437

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16575 Lake Ridge Drive North
Maple Grove, Minnesota 55311-1455

Richard D. McFarland
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Excelsior, Minnesota 55331

George Townsend
2509 West 95th Street
Bloomington, Minnesota 55431

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1386 Knollwood Lane
Mendota Heights, Minnesota 55118

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3201 Old Glenview Road, Suite 235
Wilmette, Illinois 60091

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415 Riverview Court
Great Falls, Montana 59404

Ronald A. Tschetter
300 40th Avenue South #28
Great Falls, Montana 59405

Lawrence A. Oberman
2312 Indian Ridge Drive
Glenview, Illinois 60026

Richard H. Warden
P.O. Box 236
Annandale, Minnesota 55302

Yost Partnership, L.P.
27 North Wacker Drive, Suite 1200
Chicago, IL 60606

Steven J. & Barbara B. Zawadski
5476 Lake Avenue
Shoreview, Minnesota 55126

Laura H. Hanser
c/o Sanibel Captiva Trust Company
2407 Periwinkle Way, Suite 7
Sanibel, Florida 33957

Albert Hanser III
129 Marlborough Street, Apt. B
Boston, Massachusetts 02116

S. Albert D. Hanser, Trustee for Sally Dodge
Hanser Revocable Trust U/A
c/o Sanibel Captiva Trust Company
2407 Periwinkle Way, Suite 7
Sanibel, Florida 33957

Vlasie Solon, Sr.
Vice President
RBC Dain Rauscher
2728 Exhibition Drive
Duluth, Minnesota 55811-5307

S. Albert D. Hanser, Trustee for S. Albert D.
Hanser Revocable Trust U/A
c/o Sanibel Captiva Trust Company
2407 Periwinkle Way, Suite 7
Sanibel, Florida 33957

Gregory P. Shlopak
c/o Rockport Equity Management
63 Main Street
Gloucester, Massachusetts 01930

Daniel G. Coborn
2578 Winnebago Drive
Sartell, Minnesota 56377

Jerry & Martha King
830 Demun, Suite 302
St. Louis, Missouri 63105

Christopher Coborn
3110 Club View Court
St. Cloud, Minnesota 56301

Eduardo and Diane Illanes
851 Evergreen Avenue
Boulder, Colorado 80304

The Lynch Foundation
82 Devonshire Street, S4
Boston, Massachusetts 02109

Peter & Carolyn Lynch
82 Devonshire Street, S4A
Boston, Massachusetts 02109

Kendrick Melrose
8111 Lyndale Avenue South
Bloomington, Minnesota 55420

**FOURTH AMENDMENT TO SECURED NOTE AND WARRANT PURCHASE
AGREEMENT, THIRD AMENDMENT TO SECURITY AGREEMENT
AND
FIRST AMENDMENT TO SECURED CONVERTIBLE PROMISSORY NOTES**

THIS FOURTH AMENDMENT TO SECURED NOTE AND WARRANT PURCHASE AGREEMENT, THIRD AMENDMENT TO SECURITY AGREEMENT AND FIRST AMENDMENT TO SECURED CONVERTIBLE PROMISSORY NOTES (this "Amendment") is made to be effective as of January 31, 2006, by and among Otologics, L.L.C., a Missouri limited liability company (the "Grantor") and the Secured Parties who are signatories hereto (the "Amending Secured Parties").

Recitals

A. The Grantor and the existing Secured Parties have entered into that certain Security Agreement dated June 9, 2005, as amended by the First Amendment dated October 7, 2005 and the Second Amendment dated December 20, 2005 (as amended to date, the "Security Agreement"). Capitalized terms that are used in this Amendment and not defined herein shall have the meanings assigned to them in the Security Agreement.

B. The Grantor has issued the Secured Parties certain Secured Convertible Promissory Notes (the "Notes") pursuant to the terms of that certain Secured Note and Warrant Purchase Agreement dated June 9, 2005, as amended by the First Amendment dated October 7, 2005, the Second Amendment dated October 7, 2005 and the Third Amendment dated December 20, 2005 (as amended to date, the "Purchase Agreement").

C. Section 9 of the Security Agreement and Section 6.6 of the Purchase Agreement allow the Grantor and the Secured Parties holding at least sixty-six percent (66%) of the outstanding and unpaid principal amount owning under all Notes then outstanding to amend the Security Agreement, the Purchase Agreement and the Notes.

D. The Grantor and the Amending Secured Parties desire to further amend the Security Agreement and to amend the Notes in order to facilitate the Grantor's issuance of certain secured convertible promissory notes (the "New Notes") to one or more purchasers, as more particularly set forth in this Amendment and in accordance with Section 9 of the Security Agreement and Section 6.6 of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions set forth herein.

Amendments

1. The definition of "Patents" in Section 1 of the Security Agreement is hereby deleted and replaced with the following:

"Patents" means all of the following now owned or hereafter created or acquired by Grantor: (a) all patents, patent applications, including without limitation those set forth on Schedule C attached hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country; (c) all reissues, divisions, continuations, renewals, continuations-in-part and extensions of any of the foregoing; (d) all petty patents, divisionals and patents of addition; (e) all patents to issue in or under any of the foregoing; (f) all income, royalties, damages, claims and payments now and hereafter due and/or payable under any of the foregoing or in respect to any of the foregoing, including without limitation damages, claims, payments and recoveries for past, present and future infringements of any of the foregoing; (g) rights to sue for past, present and future infringements of any of the foregoing; and (h) all goodwill associated with any of the foregoing.

2. A new subparagraph (i) is hereby added to the definition of **"Permitted Lien"** in Section 1 of the Security Agreement to read as follows:

"(i) any Liens granted in connection with that certain Secured Note and Warrant Purchase Agreement, as amended from time to time, among Grantor and the persons and entities named on the Schedule of Purchasers attached thereto providing for the issuance of up to \$6,000,000 of New Notes provided that Secured Parties shall continue to have a first priority security interest in the Collateral."

3. The following sentence is hereby added to the end of Section 2 of the Security Agreement:

"Notwithstanding anything to the contrary contained herein or in any of the other loan document, (a) the parties hereby acknowledge that the term **"Collateral"** does not include, and was never intended to include, any asset in which Wyeth Holdings Corporation (together with any successors or assigns, **"Wyeth"**) has any interest in pursuant to the terms of that certain Asset Purchase Agreement dated July 16, 1996, among Debtor, Wyeth, and Jose Bedoya, as amended by that certain Amendment No. 1 to Asset Purchase Agreement dated June 22, 2004, among Debtor and Wyeth, and (b) the Grantor is hereby authorized to file UCC financing statement amendments to each UCC financing statement naming any Secured Party as secured party and Grantor as debtor to clarify that such assets are not included in the collateral described in such financing statements."

4. The following sentence is hereby added to the end of Section 4(e) of the Security Agreement:

“The Grantor is hereby authorized to file UCC financing statement amendments to each UCC financing statement naming any Secured Party as secured party and Grantor as debtor to reflect any after-acquired property that becomes Collateral under this Security Agreement.”

5. The a new paragraph is hereby added to the end of Section 11.2 of the Security Agreement to read as follows:

“Notwithstanding anything to the contrary contained herein or in any other loan document, upon the conversion of all outstanding balances under a Note, payment in full of the outstanding balance of a Note or as otherwise provided in the first paragraph of this Section 11.2: (a) for clarification purposes only, this Security Agreement is terminated with respect to the Secured Party holding such Note (“Noteholder”), (b) all security interests in the Collateral held by the Noteholder are automatically terminated and released, (c) the Grantor is hereby authorized to file such UCC financing statement amendments as Grantor deems necessary to delete Noteholder as a secured party on, or to terminate, any UCC-1 financing statements or initial UCC financing statements naming the Grantor as debtor and the Noteholder as secured party, (d) Noteholder hereby appoints Grantor as Noteholder’s true and lawful attorney-in-fact, with the power to endorse Noteholder’s name on all documents and instruments necessary for Grantor to release Noteholder’s security interest in the Collateral recorded in the United States Patent and Trademark Office, and (e) the Noteholder will execute all release documents as Grantor may reasonably request.”

6. Schedule C to the Security Agreement is hereby replaced by the Schedule C attached to this Amendment.

7. A new subparagraph (f) is hereby added to Section 2 of the Notes to read as follows:

(f) Lender’s Conversion Option. The outstanding principal balance of this Note and all accrued but unpaid interest thereon, in whole or in part, may, at Lender’s option, at any time prior to the Maturity Date be converted into Equity Securities at a conversion price equal to the percentage specified in Section 2(b) of this Note (i.e., either 75% for any Note issued in the First Closing (as defined in the Purchase Agreement) or 80% for any Note issued in any Additional Closing (as defined in the Purchase Agreement)) multiplied by the then most recent price paid by investors in an Equity Financing (as defined below). Conversion under the preceding sentence shall be into the same type of Equity Security as was issued in the then most recent Equity Financing. The term “Equity Financing” shall mean a sale of Equity Securities following the date hereof

in a single financing or series of related financings with total proceeds to the Borrower of not less than \$500,000.

8. A new subparagraph (e) is hereby added to Section 1.2 of the Purchase Agreement to read as follows:

(e) If the balances due under the Notes are converted upon an Equity Financing (as defined in the Notes), the Warrants shall be exercisable to purchase the Equity Securities (as defined in the Notes) issued in the Equity Financing, the total number of Equity Securities that are underlying the Purchaser's Warrants will equal the number of Equity Securities issued to the Purchaser in the Equity Financing in exchange for the balance converted under his, her or its Note, and the exercise price of the Warrants shall equal the purchase price paid by the investors purchasing Equity Securities in the Equity Financing (which purchase price shall not be reduced by any conversion discount received by any Purchaser upon any conversion of his, her or its Note or any holder upon any conversion of the New Notes).

9. Except as expressly amended by this Amendment, the Security Agreement (as previously amended to date), the Purchase Agreement (as previously amended to date) and the Notes are hereby ratified in its entirety and shall remain in full force and effect.

10. This Amendment may be delivered via facsimile and may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

* * * * *

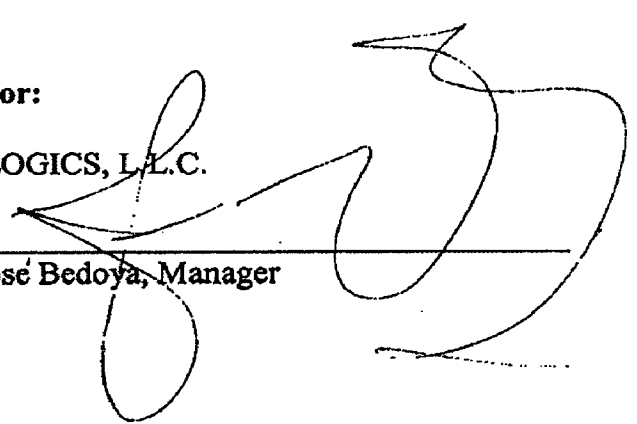
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Grantor:

OTOLOGICS, L.L.C.

By: _____

José Bedoya, Manager

A large, stylized handwritten signature in black ink, likely belonging to José Bedoya, is written over the signature line and extends upwards and to the right.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: Affinity Ventures III, L.P. by
Affinity Capital Advisors III, L.L.C., its General Partner

Signature: B. Kristine Johnson

Print Name of Person Executing: B. Kristine Johnson


Print Title of Person Executing: Managing Member

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: INSULA PROPERTIES LLC

Signature: 

Print Name of Person Executing: JOHN ATON

Print Title of Person Executing: PARTNER


[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

STERLING TRUST COMPANY, CUSTODIAN

Print Legal Name of Secured Party: FBO JOHN DAVID ATEW Acct # 068798

Signature: 

Print Name of Person Executing: JOHN ATEW

Print Title of Person Executing: BENEFICIARY

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: Dean Belbas, Trustee of the
Dean Belbas, Revocable Trust Dated March 16, 1998
Signature: Dean Belbas

Print Name of Person Executing: _____


Print Title of Person Executing: _____

[For Individuals]

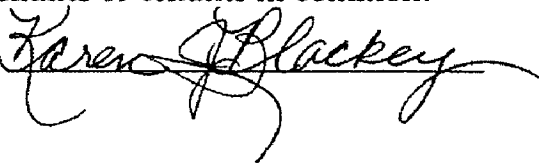
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Brent G. Blackey

Signature: 

If promissory note is held as joint tenants or tenants in common:


Signature of joint tenant or co-tenant: 

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: David L. Boehnen

Signature: 

If promissory note is held as joint tenants or tenants in common:

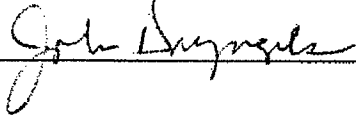
Signature of joint tenant or co-tenant: _____

[For Individuals]

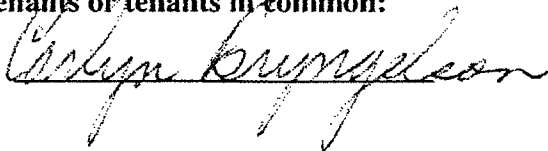
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: JOHN + CAROLYN BRUNGELESON

Signature: 

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: 

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: DACK CATTLE TRUST
Signature: David B. Sogge, Trustee
Print Name of Person Executing: DAVID B. SOGGE
Print Title of Person Executing: TRUSTEE

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: D+R Investment Partnership

Signature: By Ronald A. Erickson

Print Name of Person Executing: Ronald A. Erickson

Print Title of Person Executing: Managing Partner

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: Alfred and Rose Erickson Trust f/b/o
Donovan A. Erickson

Signature: By Ronald A Erickson, Trustee

Print Name of Person Executing: Ronald A. Erickson, Trustee

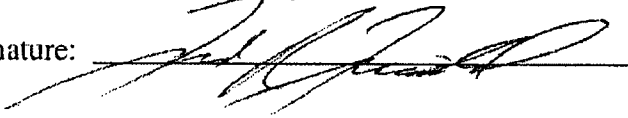
Print Title of Person Executing: Trustee

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: FRED R FRISWOLD

Signature: 

If promissory note is held as joint tenants or tenants in common:

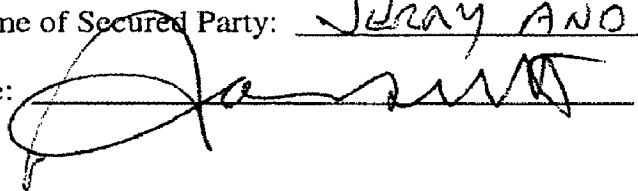
Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: JERRY AND JANE GARBIT

Signature: 

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: Jane Garbit

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: Dorsey R. Gardner 2002 Trust dated January 16, 2003
Dorsey R. Gardner & John F. O'Brien Original Trustees

Signature: Dorsey R. Gardner

Print Name of Person Executing: DORSEY R. GARDNER

Print Title of Person Executing: Trustee

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: ~~Kenneth Granat~~ KENNETH
Signature: ~~Kenneth Granat~~ GRANAT

If promissory note is held as joint tenants or tenants in common:


Signature of joint tenant or co-tenant: Nancy J Granat

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: ELIZABETH GRANAT

Signature: 

If promissory note is held as joint tenants or tenants in common:

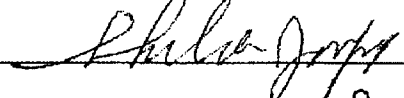
Signature of joint tenant or co-tenant: _____

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: JOSPEY FAMILY LTD. PART.

Signature: 

Print Name of Person Executing: SHELDEN JOSPEY

Print Title of Person Executing: GENERAL PARTNER

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:Print Name of Secured Party: John F. KingSignature: John F. King**If promissory note is held as joint tenants or tenants in common:**

Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Maureen King

Signature: Maureen King



If promissory note is held as joint tenants or tenants in common:


Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Steve Kristo

Signature: 

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: DAN I LASTAVICH

Signature: 

Print Name of Person Executing: _____

Print Title of Person Executing: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Harry T. Lewis, Jr.

Signature: Harry T. Lewis Jr.

If promissory note is held as joint tenants or tenants in common:

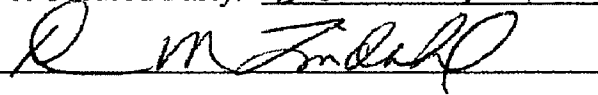
Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: DENNIS M LINDAHL

Signature: 

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: RD McFarland
Signature: RD McFarland

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party:

John A. Meslow

Signature: _____

J. Meslow**If promissory note is held as joint tenants or tenants in common:**

Signature of joint tenant or co-tenant: _____

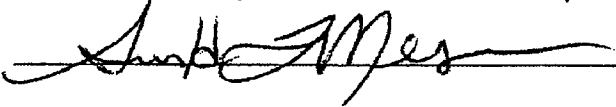
Karen J. Meslow

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Gerald L. Meyer

Signature: 

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Lawrence A. Oberman

Signature: Lawrence A. Oberman

If promissory note is held as joint tenants or tenants in common:

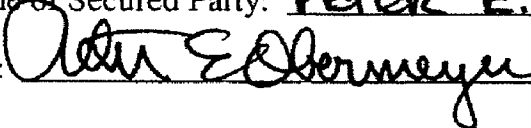
Signature of joint tenant or co-tenant: _____

[For Individuals]

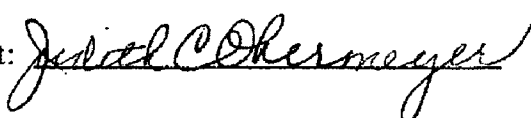
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: PETER E. OBERMEYER

Signature:  2-13-06

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: 

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Dale R. Olseth

Signature: x DALE R. OLSETH

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: NANCY E. OLSETH

SENT BY: OTOLOGICS LLC;

3034489955;

FEB-27-06 1:30PM;

PAGE 3

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: Olseth Family Grandchildren's Educational Trust, Dale R. Olseth, Trustee

Signature: x DALE R. OLSETH

Print Name of Person Executing: Dale R. Olseth

Print Title of Person Executing: Trustee

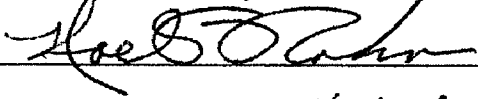
CHERYL OLSETH (Daughter)

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: The Rahn Group, LLC

Signature: 

Print Name of Person Executing: Noel P. Rahn

Print Title of Person Executing: Partner in Charge

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: WAYNE ROGNLIN

Signature: Wayne Rogulin

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: PATRICK A. SMITH

Signature: Patrick A. Smith

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: Karen Smith

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Lester J. Swenson

Signature: Lester J. Swenson

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: Dorlene K. Swenson

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: Lester J. Swenson

Signature: Lester J. Swenson

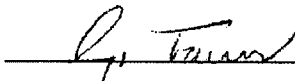
If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: GEORGE TOWNSEND

Signature: 

If promissory note is held as joint tenants or tenants in common:

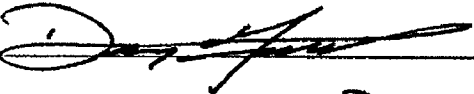
Signature of joint tenant or co-tenant: _____

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: TEIGAN INVESTMENTS, INC.

Signature: 

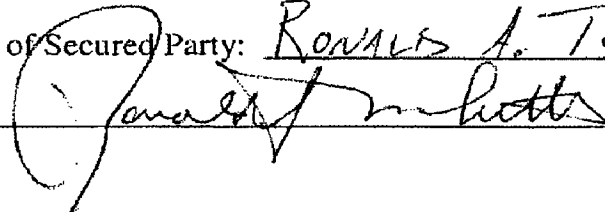
Print Name of Person Executing: DAVE GRANT

Print Title of Person Executing: PRESIDENT

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: RONALD A. TSCHETTER
Signature: 

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: RICHARD H. WARDEN

Signature: Richard H. Warden

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: Yost Partnership, L.P.

Signature: Mark H. Yost

Print Name of Person Executing: Mark H. Yost

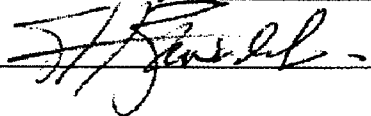
Print Title of Person Executing: Managing Partner

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: STEVEN J. ZAWADSKI

Signature: 

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: 

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: Laura H. Hanser % son.bell/captux
Signature: Laura H. Hanser Trust Co.
Print Name of Person Executing: S. Alberto. Hanser
Print Title of Person Executing: proxy

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: Sally Dodge Hanser, Rev. Trust 4/14 dated 6/1/02

Signature: *Sally Dodge Hanser* Trustee

Print Name of Person Executing: S. Albert D. Hanser

Print Title of Person Executing: Trustee

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: S. Albert D. Hanser, trustee Rev. Trust 6/1/02

Signature: *S. Albert D. Hanser, trustee*

Print Name of Person Executing: S. Albert D. Hanser

Print Title of Person Executing: Trustee

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: DANIEL G COBORN
Signature: Daniel G Coborn

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: CHRISTOPHER COBORN

Signature: Christopher Coborn

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Corporations, Partnerships, Limited Liability Companies, Trusts and other Entities]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement; Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Legal Name of Secured Party: DTE Lynch Financial

Signature: [Handwritten Signature]

Print Name of Person Executing: Robert S Lynch

Print Title of Person Executing: TWISTEE

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.


Amending Secured Parties:

PETER S Lyne
Cathy A Lyne

Print Name of Secured Party: _____

Signature: 

If promissory note is held as joint tenants or tenants in common:

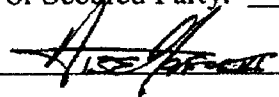
Signature of joint tenant or co-tenant: 

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: ALBERT HANSEN III

Signature: 

If promissory note is held as joint tenants or tenants in common:

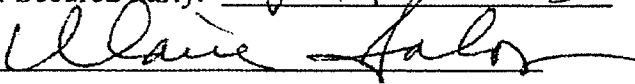
Signature of joint tenant or co-tenant: _____

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: VLASIE SOLON

Signature: 

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: _____

[For Individuals]

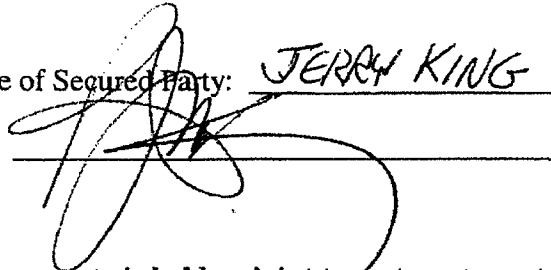
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party:

JERRY KING & MARTHA KING

Signature:

A large, stylized handwritten signature, likely of Jerry King, written over a horizontal line.

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant:

1 Martha King

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: EDUARDO ILLANES

Signature: [Signature]

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: Diane Delacruz

[For Individuals]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Secured Note and Warrant Purchase Agreement, Third Amendment to Security Agreement and First Amendment to Secured Convertible Promissory Notes to be effective as of the date first written above.

Amending Secured Parties:

Print Name of Secured Party: _____

Signature: _____

If promissory note is held as joint tenants or tenants in common:

Signature of joint tenant or co-tenant: Wendell B. Melrose

SCHEDULE C

PATENTS COVERED BY SECURITY AGREEMENT

COUNTRY	PATENT NO.	FILE	PATENT NO.	ISSUE	TITLE	STATUS
AT	92106852.4	04/22/1992	E134815	02/28/1996	022.EP.AT-PTA UTL HERMETICALLY SEALED IMPLANTABLE TRANSDUCER	ISSUED
AU	2001268142	06/01/2001			006.WO.AU-PTL UTL MEASURING THE PERFORMANCE OF AN IMPLANTABLE MIDDLE EAR HEARING AID, AND THE RESPONSE OF A PAITENT WEARING SUCH A HEARING AID, METHOD AND APPARATUS FOR	PENDING
EP	01918817.6	3/19/2001			015.WO.EP-PTA UTL MOUNTING IMPLANTABLE HEARING AID DEVICE, APPARATUS AND METHOD FOR	PUBLISHED
EP	01922459.1	3/19/2001			017.WO.EP-PTA UTL POSITIONING IMPLANTABLE HEARING AID DEVICE, IMPROVED APPARATUS AND METHOD FOR	PUBLISHED
EP	01946047.6	6/ 1/2001			006.WO.EP-PTL UTL MEASURING THE PERFORMANCE OF AN IMPLANTABLE MIDDLE EAR HEARING AID, AND THE RESPONSE OF A PAITENT WEARING SUCH A HEARING AID, METHOD AND APPARATUS FOR	PUBLISHED
EP	02804001.2	11/20/2002			005.WO.EP-PTA UTL AUDIO INPUT TO IMPLANTABLE HEARING AIDS, METHOD AND APPARATUS FOR	PUBLISHED
EP	03711259.6	2/25/2003			002.WO.EP-PTA UTL EXTERNAL ASSESSMENT OF HEARING AIDS THAT INCLUDE IMPLANTED ACTUATORS, METHOD AND SYSTEM FOR	PUBLISHED
EP	04705692.4	01/27/2004			427.WO.EP-PTA UTL IMPLANTABLE HEARING AID TRANSDUCER WITH ADVANCEABLE ACTUATOR TO FACILITATE COUPLING WITH THE AUDITORY SYSTEM	PUBLISHED
JP	2001-588291	3/19/2001	3735573	10/28/2005	015.WO.JP-PTA UTL MOUNTING IMPLANTABLE HEARING AID DEVICE, APPARATUS AND METHOD FOR	ISSUED
JP	2001-588290	3/19/2001			017.WO.JP-PTA UTL POSITIONING IMPLANTABLE HEARING AID DEVICE, IMPROVED APPARATUS AND METHOD FOR	PUBLISHED
JP	2001-588282	6/ 1/2001			006.WO.JP-PTL UTL MEASURING THE PERFORMANCE OF AN IMPLANTABLE MIDDLE EAR HEARING AID, AND THE RESPONSE OF A PAITENT WEARING SUCH A HEARING AID, METHOD AND APPARATUS FOR	PUBLISHED
US	09/583,202	05/30/2000	6,293,903	09/25/2001	015-PTA UTL MOUNTING IMPLANTABLE HEARING AID DEVICE, APPARATUS AND METHOD FOR	ISSUED
US	10/821,446	04/09/2004			032-PTA UTL PHASE BASED FEEDBACK OSCILLATION PREVENTION IN HEARING AIDS	PENDING
US	09/583,299	05/30/2000	6,491,622	12/10/2002	017-PTA UTL POSITIONING IMPLANTABLE HEARING AID DEVICE, IMPROVED APPARATUS AND METHOD FOR	ISSUED
US	10/083,024	02/26/2002	6,879,693	04/12/2005	004-PTA UTL EXTERNAL ASSESSMENT OF HEARING AIDS THAT INCLUDE IMPLANTED ACTUATORS, METHOD AND SYSTEM FOR	ISSUED
US	08/471,891	06/07/1995	5,702,342	12/30/1997	023-PTA UTL DIRECTIONALLY-CONTROLLABLE MOUNTING APPARATUS	ISSUED
US	09/583,315	05/30/2000	6,517,476	02/11/2003	014-PTA UTL CONNECTOR FOR IMPLANTABLE HEARING AID	ISSUED
US	09/991,398	11/20/2001	6,705,985	03/16/2004	011.01-PTA UTL OSSICULAR FIXATION OF IMPLANTABLE HEARING AID ACTUATOR, APPARATUS AND METHOD FOR	ISSUED
US	09/991,397	11/20/2001	6,537,201	03/25/2003	016.01-PTA UTL IMPLANTABLE HEARING AID	ISSUED

COUNTRY	SERIAL NO.	PTA	PENDING	ISSUE	TITLE	STATUS
					WITH IMPROVED SEALING	
US	09/991,735	11/21/2001	6,620,094	09/16/2003	005-PTA UTL AUDIO INPUT TO IMPLANTABLE HEARING AIDS, METHOD AND APPARATUS FOR	ISSUED
US	10/083,181	02/26/2002	6,712,754	03/30/2004	042-PTA UTL POSITIONING IMPLANTED HEARING AID ACTUATORS, METHOD AND SYSTEM FOR	ISSUED
US	09/734,964	12/12/2000	6,707,920	03/16/2004	009-PTA UTL IMPLANTABLE HEARING AID MICROPHONE	ISSUED
US	10/821,721	04/09/2004			457-PTA UTL IMPLANTABLE HEARING AID TRANSDUCER RETENTION APPARATUS	PENDING
US	10/822,076	04/09/2004			481-PTA UTL TRANSDUCER TO ACTUATOR INTERFACE	PENDING
US	10/821,719	04/09/2004			470-PTA UTL VARIABLE RELUCTANCE MOTOR	PENDING
US	11/097,113	04/01/2005			495.01-PTA UTL LOW ACCELERATION SENSITIVITY MICROPHONE	PENDING
US	10/121,824	04/12/2002	6,726,618	04/27/2004	037.01-PTA UTL HEARING AID WITH INTERNAL ACOUSTIC MIDDLE EAR TRANSDUCER	ISSUED
US	10/983,102	11/05/2004			465.01-PTA UTL PASSIVE VIBRATION ISOLATION OF MICROPHONE ASSEMBLY	PENDING
US	11/010,208	12/11/2004			483.01-PTA UTL ELECTROPHYSIOLOGICAL MEASUREMENT METHOD AND SYSTEM FOR POSITIONING AN IMPLANTABLE HEARING INSTRUMENT TRANSDUCER	PENDING
US	10/982,640	11/05/2004			464.01-PTA UTL MICROPHONE OPTIMIZED FOR IMPLANT USE	PENDING
US	10/982,639	11/05/2004			469.01-PTA UTL ACTIVE VIBRATION ATTENUATION FOR IMPLANTABLE MICROPHONE	PENDING
US	10/821,447	04/09/2004			451-PTA UTL IMPLANTABLE HEARING AID TRANSDUCER SYSTEM	PENDING
US	60/667,417	04/01/2005			521-PTA PRO OSSICLES PROSTHESIS	PENDING
US	10/700,188	11/03/2003			450-PTA UTL OBTAINING DIAGNOSTIC INFORMATION RELATING TO A PATIENT HAVING AN IMPLANTED TRANSDUCER, METHOD FOR	PENDING
US	10/351,682	01/27/2003			434-PTA UTL APPARATUS FOR CONNECTION OF IMPLANTABLE DEVICES TO THE AUDITORY SYSTEM	PENDING
US	10/703,672	11/07/2003			433-PTA UTL IMPLANTABLE HEARING AID TRANSDUCER INTERFACE	PENDING
US	60/653,415	02/16/2005			522-PTA PRO INTEGRATED IMPLANTABLE HEARING DEVICE MICROPHONE AND POWER UNIT	PENDING
US	10/082,989	2/26/2002			002-PTA UTL EXTERNAL ASSESSMENT OF HEARING AIDS THAT INCLUDE IMPLANTED ACTUATORS, METHOD AND SYSTEM FOR	PUBLISHED
US	09/872,079	6/ 1/2001			006.01-PTA UTL MEASURING THE PERFORMANCE OF AN IMPLANTABLE MIDDLE EAR HEARING AID, AND THE RESPONSE OF A PATIENT WEARING SUCH A HEARING AID, METHOD AND APPARATUS FOR	PUBLISHED
US	10/082,988	2/26/2002			021-PTA UTL FREQUENCY RESPONSE EQUALIZATION SYSTEM FOR HEARING AID MICROPHONES	PUBLISHED
US	10/351,699	1/27/2003			427-PTA UTL IMPLANTABLE HEARING AID TRANSDUCER WITH ADVANCEABLE ACTUATOR TO FACILITATE COUPLING WITH THE AUDITORY SYSTEM	PUBLISHED
US	10/351,743	1/27/2003	6,945,999	09/20/2005	428-PTA UTL IMPLANTABLE HEARING AID TRANSDUCER WITH ACTUATOR INTERFACE	ISSUED
US	10/678,959	10/ 2/2003			449.01-PTA UTL RETENTION APPARATUS FOR AN EXTERNAL PORTION OF A SEMI-IMPLANTABLE HEARING AID	PUBLISHED

COUNTRY	NO.	DATE	PATENT NO.	ISSUE	TITLE	STATUS
US	11/115,436	04/27/2005			479-PTA UTL IMPLANTED HEARING AID ACTUATOR POSITIONING	PENDING
US	10/549,686	03/22/2004			011.01.01.WO.US-PTA UTL CIP OSSICULAR FIXATION OF IMPLANTABLE HEARING AID ACTUATOR, APPARATUS AND METHOD FOR	PENDING
US	11/224,489	09/12/2005			501.01-PTA UTL SURGEON ADJUSTABLE BONE BRACKET	PENDING
US	11/245,409	10/06/2005			532-PTA UTL IMPLANTABLE TRANSDUCER WITH TRANSVERSE FORCE APPLICATION	PENDING
US	?	01/11/2006			517.01-PTA UTL ACTIVE VIBRATION ATTENUATION FOR IMPLANTABLE MICROPHONE	PENDING
US	60/697,759	07/08/2005			535-PTA PRO IMPLANTABLE MICROPHONE WITH SHAPED CHAMBER	PENDING
US	60/740,710	11/30/2005			547-PTA PRO ACTIVE VIBRATION ATTENUATION FOR IMPLANTABLE MICROPHONE	PENDING
US	60/692,224	06/20/2005			509-PTA PRO SOFT TISSUE PLACEMENT OF IMPLANTABLE MICROPHONE	PENDING
WO	PCT/US2004/041642	12/14/2004			483.WO-PTA UTL ELECTROPHYSIOLOGICAL MEASUREMENT METHOD AND SYSTEM FOR POSITIONING AN IMPLANTABLE HEARING INSTRUMENT TRANSDUCER	PENDING
WO	PCT/US2005/011115	04/01/2005			495.WO-PTA UTL LOW ACCELERATION SENSITIVITY MICROPHONE	PUBLISHED
WO	PCT/US2005/012425	04/11/2005			470.WO-PTA UTL VARIABLE RELUCTANCE MOTOR	PUBLISHED
WO	PCT/US2005/012443	04/11/2005			032.WO-PTA UTL PHASE BASED FEEDBACK OSCILLATION PREVENTION IN HEARING AIDS	PUBLISHED
WO	PCT/US2004/036883	11/08/2004			465.WO-PTA UTL PASSIVE VIBRATION ISOLATION OF IMPLANTED MICROPHONE	PUBLISHED
WO	PCT/US2004/037171	11/08/2004			464.WO-PTA UTL MICROPHONE OPTIMIZED FOR IMPLANT USE	PUBLISHED
WO	PCT/US2004/036072	10/28/2004			450.WO-PTA UTL OBTAINING DIAGNOSTIC INFORMATION RELATING TO A PATIENT HAVING AN IMPLANTED TRANSDUCER, METHOD FOR	PUBLISHED
WO	PCT/US2004/035718	10/28/2004			433.WO-PTA UTL IMPLANTABLE HEARING AID TRANSDUCER INTERFACE	PUBLISHED
WO	PCT/US2004/037318	11/08/2004			469.WO-PTA UTL ACTIVE VIBRATION ATTENUATION FOR IMPLANTABLE MICROPHONE	PUBLISHED
WO	PCT/US2005/032477	09/12/2005			501.WO-PTA UTL ADJUSTABLE BONE BRACKET	PENDING
WO	PCT/US2005/012442	04/11/2005			451.WO-PTA UTL IMPLANTABLE HEARING AID SYSTEMS	PUBLISHED
WO	PCT/US2006/?	01/11/2006			517.WO-PTA UTL ACTIVE VIBRATION ATTENUATION FOR IMPLANTABLE MICROPHONE	PENDING