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FORM PTO-1595 (Rev. 6/93)

09-24-1998

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

HEET

Attorney's Docket No. 022577-485

To the Honorable Commissioner c

100836.55 rease record the attached original documents or copy thereof.

Name of conveying party(ies):

Steven H. Puthuff David L. Luger Jon C. Taenzer

Additional name(s) of conveying party(ies) attached

3. Nature of conveyance:

[X]	Assignment
	Security Agreement

Merger Change of Name

Other: \_\_

Execution Date: September 11, 1998; September 9, 1998;

and September 8, 1998

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

Name: ReSound Corporation

Address: 220 Saginaw Drive

Redwood City, CA 94063

Additional name(s) & address(es) attached? [ ] Yes [X] No

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

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

A. Patent Application No.(s)

09/106,080

Additional numbers attached?

[ ] Yes [X] No

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

Name: Robert E. Krebs

Address: Burns, Doane, Swecker & Mathis, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

7. Total fee (37 CFR 3.41): \$40.00

[X] Enclosed

B. Patent No.(s)

[X] Authorized to be charged to deposit account, if necessary

6. Total number of applications and patents involved: One

8. Deposit account number:

02-4800

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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.

Cindy A. Cherichetti, Reg. No. 38,699 Name of Person Signing

<u>September 16, 1998</u>

Total number of pages including cover sheet, attachments, and document: 3

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

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> PATENT **REEL: 9465 FRAME: 0178**

(10/97)

## **ASSIGNMENT**

(TMIOL)

THIS ASSIGNMENT, by Steven H. Puthuff, David L. Luger, and Jon C. Taenzer, residing at 13001 SARATOGA-SUNNYVALE ROAD, SARATOGA, CA 95070; 605 CATAMARAN STREET, APT. No. 1, FOSTER CITY, CA 94404 and 888 LAVERNE WAY, LOS ALTOS, CA 94022 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in <u>CERUMEN BLOCK FOR SOUND DELIVERY SYSTEM</u> set forth in an application for Letters Patent of the United States, □ which is a provisional application to be filed herewith; □ which is a non-provisional application having an oath or declaration executed on even date herewith prior to filing of application; □ bearing Application No. <u>09/106,080</u>, and filed on <u>June 29, 1998</u>; and

WHEREAS, <u>RESOUND CORPORATION</u>, a corporation duly organized under and pursuant to the laws of <u>CALIFORNIA</u> and having its principal place of business at <u>220 SAGINAW DRIVE, REDWOOD CITY, CALIFORNIA 94063</u> (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

**RECORDED: 09/17/1998** 

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PATENT REEL: 9465 FRAME: 0179