



msg 4-27-99  
To the Honorable  
Please record the



101030927

Remarks:  
Copy thereof.

1. Name of conveying party(ies):

Resound Corporation

Additional name(s) of conveying party(ies)  
attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: August 22, 1996

Additional name(s) & addresses attached?  
Yes  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)

B. Patent No.(s)

( 4,880,076 )

Additional numbers attached?  Yes  No

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

Name: CROMPTON, SEAGER & TUFTE, LLC

Address: 331 Second Avenue South, Suite 895  
Minneapolis, MN 55401

6. Total number of applications and patents  
involved: 1

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

Enclosed

Authorized to be charged to deposit  
account

8. Deposit Account Number: 50-0413  
(Attach duplicate copy of this page if  
paying by deposit account)

( 05/04/1999 DNGUYEN 00000181 4880076  
01 FC:581 40.00 DP )

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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.

David M. Crompton  
Name of Person Signing

David M. Crompton  
Signature

4/22/99  
Date

Total number of pages comprising cover sheet, attachments and document: 6

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WIDEX/HIMPP +45 44 48 33 15

NO.336 P.2

# RØNNE & LUNDGREN

LAW FIRM

## ASSIGNMENT AGREEMENT

Whereas ReSound Corporation, 220 Saginaw Drive, Seaport Centre, Redwood City, CA 94063 USA ("ASSIGNOR") has recently acquired, as agent for and on behalf of the ASSIGNEE (as defined below), certain patents and patent applications (hereafter "the acquired 3M and CID patents and applications") from Minnesota Mining and Manufacturing Company ("3M") pursuant to an agreement executed June 28, 1996, and from Central Institute for the Deaf ("CID") pursuant to an agreement executed June 28, 1996 (the "CID Agreement");

Whereas K/S HIMPP, 25 Ny Vestergaardsvej, DK-3500 Værløse, Denmark ("ASSIGNEE") desires to acquire the entire right, title and interest in the acquired 3M and CID patents and applications and the inventions disclosed therein, effective as of the date of the agreements referenced above;

Now therefore, in consideration for payment in the amount of USD 14,500,000, receipt whereof is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in the acquired 3M and CID patents and applications and the inventions disclosed therein, world-wide, including rights of priority under the International Convention of Paris (1883) as amended, which it previously acquired as agent for and on behalf of the ASSIGNEE;

ASSIGNOR further conveys to ASSIGNEE all its rights and obligations under the CID Agreement, and ASSIGNEE agrees to be bound by the terms of the CID Agreement;

The patents and patent applications conveyed herein ("the conveyed patents and applications") are all of the acquired 3M and CID patents and applications, including patents and applications which may be transferred to ReSound subsequent to the date of this Assignment, said conveyed patents and applications including without limitation the patents and patent applications listed in Exhibit A to this Assignment with the sole exception of U.S. Patent 4,425,481 and any non-U.S. patents claiming priority from said U.S. Patent 4,425,481;

ASSIGNOR hereby agrees that it will execute without further consideration all papers deemed necessary by the ASSIGNEE in connection with recording the ASSIGNEE's ownership interest in the conveyed patents and applications, including specifically documents of the form attached hereto as Exhibit B;

ASSIGNOR further agrees that ASSIGNEE may apply for Letters Patent on said inventions, and ASSIGNOR will execute without further consideration all papers deemed necessary by the ASSIGNEE in connection with such applications when called upon to do so by the ASSIGNEE;

# RØNNE & LUNDGREN

LAW FIRM

ASSIGNOR covenants that it will promptly provide ASSIGNEE, upon ASSIGNEE's request, with all pertinent facts and documents relating to the inventions described in said patents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to maintain and enforce said patents.

ASSIGNOR agrees that, in the event that either ASSIGNOR or ASSIGNEE becomes aware of any royalty payment obligations or other agreements which would conflict with the assignment of title herein or with the right of ASSIGNEE to practice the claimed subject matter of the conveyed patents and applications without further payment, ASSIGNOR will cooperate fully with ASSIGNEE in pursuing any remedy available to ASSIGNOR pursuant to said agreements of June 28, 1996.

This Assignment shall be governed by and construed in accordance with Danish law. ASSIGNOR and ASSIGNEE hereby submit to the exclusive jurisdiction of the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten i København) for the settlement of any dispute arising out of its interpretation.

ReSound Corporation

*P. Riepenhauser* *Nov. 22, 96*

By: *PETER RIEPENHAUSER*

*PRESIDENT & CEO*  
Title

K/S HIMPP *S. Wefermann* *22/8-96*

By: *Søren Wefermann*

*Director*  
Title

18.NOV.1998 17:10

WIDEX/HIMPP +45 44 48 33 15

NO.336 P.4

EXHIBIT A

United States Patents

~~4,422,487~~

4,706,682

4,827,525

4,880,076

4,901,353

4,953,112

4,961,230

4,969,534

4,972,487

4,989,251

4,992,966

5,002,151

5,024,612

5,226,086

5,321,757

5,402,496

RE 34,961

United States Applications

07/286,744

07/921,508

07/922,013

08/279,685

08/317,164

90/002783

90/002519

90/002614

90/003399

Australian Patents and Applications

~~557,501~~

610,705

613,219

614,825

619,275

621,101

629,872

630,187

641,239

642,924

647,510

656,045

41424/93

41832/93

Austrian Patents and Applications

341,997

354,698

396,831

Brazilian Patents and Applications

PI 89.02172

PI 89.02175

PI 89.03935

PI 90.07112

British Patents and Applications

270,268

341,997

354,698

396,831

494,991

1,321,635

1,326,831

1,331,651

2,003,452

2,016,256

2,065,449

2,087,263

2,098,679

2,100,015

2,100,110

Danish Patents and Application

151,759

1523/89

1764/89

1765/89

1766/89

3846/89

494,991

6336/87

Dutch Patents and Applications

341,997

354,698

396,831

European Applications

0335542

89.304486.7

89.304487.5

89.304712.6

90.305676.0

91.912842.1

93.111138.9

93.112049.7

93.112050.5

Canadian Patents and Applications

1,176,366

1,292,285

1,294,221

1,300,732

1,301,305

1,317,666

1,321,260

EXHIBIT A

083517/94

French Patents and Applications

270,268  
341,997  
354,698  
396,831  
494,991

Korean Patents and Applications

4156/89  
87-13805  
89-6087  
89-6179  
89-6180  
89-6181  
89-10592

German Patents and Applications

270,268  
341,997  
354,698  
396,831  
494,991  
G9106237.3

Malaysian Patents and Applications

MY 103710 A  
MY 103711 A  
MY 103858 A  
MY 104085 A  
PI8901077

Indian Patents and Applications  
586/MAS/89

PCT Applications  
90/05371

Italian Patents and Applications  
341,997

Swedish Patents and Applications

341,997  
354,698

Japanese Patents and Applications

1-80196  
01-053886  
307366/87  
114895/89  
115926/89  
115928/89  
204540/89  
328110/89  
139564/90  
515092/90  
034867/91  
512130/91  
172767/93  
188281/93  
188302/93

396,831  
428,167

Swiss Patents and Applications

341,997  
354,698  
396,831

Taiwanese Patents and Application

NI-48181

EXHIBIT A

US patent No. 4,548,082  
US patent No. 5,016,280  
US patent No. 5,111,419  
US patent No. 5,357,251  
US patent No. 5,412,735  
US patent No. 5,225,836  
US patent No. 5,475,759  
US patent Application Serial No. 08/044,246  
US patent Application Serial No. 08/477,621