

1.25.01



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Storz Instrument Company

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

Name: **Otologics, Inc.**

Internal Address: _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: **5445 Airport Blvd., Suite 106**

City: **Boulder** State: **CO** ZIP: **80301**

Execution Date: **May 31, 1996**

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

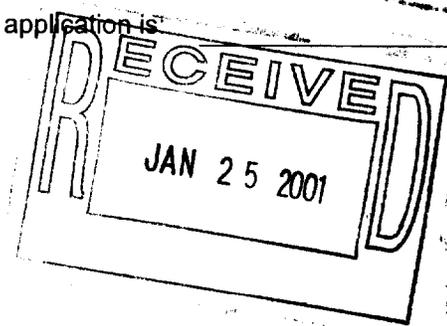
4. Application number(s) or registration numbers(s):

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)

4,988,333
5,085,628
5,024,224
5,217,011



Additional numbers attached? Yes No

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

Name: **Thomas R. Marsh**

Internal Address: **MARSH FISCHMANN &**

BREYFOGLE LLP

01/31/2001 6TOM11 00000054 4988333

01 FC:581 160.00 DP

Street Address: **3151 South Vaughn Way, Suite 411**

City: **Aurora** State: **CO** ZIP: **80014**

6. Total number of applications and patents involved: **4**

7. Total fee (37 CFR 3.41):.....\$ **160.00**

- 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

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

1/22/01

Name of Person Signing

Signature

Date

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

5

PATENT ASSIGNMENT

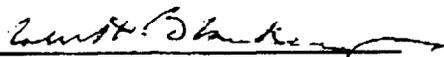
WHEREAS, Storz Instrument Company (hereinafter referred to as "ASSIGNOR"), has invented, acquired or otherwise owns certain inventions relating to surgical apparatus for which applications for Letters Patent have been filed and granted as set forth on the attached Schedule A; and

WHEREAS, ASSIGNOR wishes to assign such inventions to Otologics, Inc., (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to accept the assignment of such inventions;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that ASSIGNOR hereby assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said inventions, the applications for Letters Patent, and the Letters Patent set forth above on the attached Schedule A, and any and all continuations, continuations-in-part, divisionals, re-examinations or reissues of said Letters Patent for the full term thereof, this assignment including Assignor's entire right to bring suit for past infringement of said Letters Patent and to recover damages from any said past infringement, and to assert any claim, action, or cause of action that may have arisen prior to the date of this assignment or thereafter under said Letters Patent.

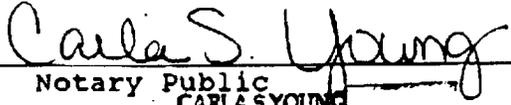
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said inventions and said Letters Patent as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to maintain and enforce said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.


Name: Robert Blankemeyer
Title: President

STATE OF MISSOURI)
 : ss:
COUNTY OF ST. LOUIS)

On this 31st day of May, 1996, before me personally appeared Robert Blankemeyer, to me known to be President of Storz Instrument Company who executed the foregoing instrument, and he acknowledged to me that he executed the same.


Notary Public
CARLA S YOUNG
NOTARY PUBLIC STATE OF MISSOURI
JEFFERSON COUNTY
MY COMMISSION EXP. JUNE 4, 1998

SCHEDULE A

Docket No. SZ-31369

Title: Implantable Middle Ear Hearing Aid System and Acoustic
Coupler Therefor

Assignee: Storz Instrument Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	242,365	9/9/88	4,988,333	11/29/91

Docket No. SZ-31369-01

Title: Implantable Ear Hearing Aid Coupler Device

Assignee: Storz Instrument Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	420,292	10/12/89	5,085,628	2/4/92

Docket No. SZ-31370

Title: Method of Readout of Implanted Hearing Aid Device
and Apparatus Therefor

Assignee: Storz Instrument Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	239,556	9/1/88	5,024,224	6/18/91

Docket No. SZ-31372

Title: Method and Apparatus for Transdermal Communication

Assignee: Storz Instrument Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	368,602	6/20/89	5,217,011	6/8/93