


**PATENT**  
Attorney Docket No.: **BALL-02702**

Form PTO-1595	<b>RECORDATION FORM COVER SHEET</b>	U.S. Department of Commerce Patent and Trademark Office
<b>PATENTS ONLY</b>		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):  Symphonix Devices, Inc.  Additional name(s) of conveying party(ies) attached? No	2. Name and address of receiving party(ies):  VIBRANT Med-El Hearing Technology GmbH Furstenweg 77 A-6020 Innsbruck, Austria  Additional name(s) & address(es) attached? No	
3. Nature of conveyance:  Assignment Execution Date: <b>June 24, 2003</b>		
4. Title of Invention: <b>IMPLANTABLE MICROPHONE</b>  Application number(s) or patent number(s): A.     Patent Application No.(s): <b>08/826,303</b>		B.     Patent No.(s): <b>5,888,187</b>  Additional numbers attached? No
5. Name and address of party to whom correspondence concerning document should be mailed:  Christine A. Lekutis MEDLEN & CARROLL, LLP 101 Howard Street, Suite 350 San Francisco, California 94105	6. Total number of applications and patents involved: 1  7. Total fee(s): Charge \$40 to deposit account.  8. Deposit Account Authorization:  The Commissioner is hereby authorized to charge any additional fees or credit any overpayment to Deposit Account No. <b>08-1290</b> . An originally executed <b>duplicate of this transmittal is enclosed for this purpose.</b>	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and Signature:  <i>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.</i>  Date: <u>October 7, 2003</u>		
		Signature: <u></u> Name: <u>Christine A. Lekutis</u> Reg. No.: <u>51,934</u>
Total number of pages including cover sheet, attachments, and document: 7		

CH \$40.00 081290 08826303

**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT is made and effective as of June 25, 2003 (the "Effective Date") by Symphonix Devices, Inc. (hereinafter referred to as "Assignor"), a Delaware corporation with its principal office at 1735 N. First Street, Suite 311, San Jose, California 95131.

**WITNESSETH**

WHEREAS, the Assignor is the sole owner of all rights, title and interest in and to the patents and patent applications in the United States of America and other, foreign, countries, set forth in Exhibit A attached hereto (collectively, the "Inventions").

WHEREAS, Assignor, Med-El Elektromedizinische Geräte Gesellschaft m.b.H., a company with limited liability formed under the laws of Austria with its principal office at Fürstenweg 77a, A-6020 Innsbruck, Austria ("Parent"), and VIBRANT Med-El Hearing Technology GmbH, a company with limited liability formed under the laws of Austria and wholly owned subsidiary of Parent with its principal office at Fürstenweg 77, A-6020 Innsbruck, Austria ("Assignee"), and have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement").

WHEREAS, Assignee desires to acquire the entire right, title and interest to the Inventions and other forms of protection in the United States and in foreign countries.

NOW THEREFORE, in consideration of the good and valuable consideration that Assignor receives from Assignee under the Asset Purchase Agreement, the receipt and sufficiency of which consideration Assignor hereby acknowledges:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire worldwide right, title and interest (a) in, to and under the Inventions (including without limitation, rights to damages and payments for past, present and future infringements or misappropriations), and all continuations, continuations-in-part, divisionals, substitutions, reexaminations, post-opposition foreign counterpart patents and applications, reissues and extensions thereof, if any, existing on the Effective Date; and (b) in, to and under all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on the Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding.

2. Assignor hereby authorizes and requests the Commissioner for Patents of the United States (and all foreign officials, whose duty it is to issue patents and applications as aforesaid) to record Assignee as the owner of the Inventions, to the same extent as held by Assignor, and to issue all Letters Patent for such Inventions in the name of Assignee, as assignee of the entire right, title and interest in, to and under the Inventions.

3. Assignor hereby covenants and agrees for ninety (90) days from the Effective Date to cooperate as commercially reasonable (and at Assignee's expense) with Assignee to enable Assignee to exercise all the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include executing any petitions, oaths, specifications,

declarations or other papers, and any other assistance (a) for perfecting in Assignee the right, title and interest herein conveyed.

4. Assignor hereby represents and warrants that Assignor has not entered and will not enter into any assignment, contract or understanding that would result in the assignment of less than the entire right, title and interest to the Inventions assigned hereby.

5. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, Assignor has caused this PATENT ASSIGNMENT to be executed on its behalf by its duly authorized officer as of the Effective Date.

ASSIGNOR:  
SYMPHONIX DEVICES, INC.

By: Kirk B. Davis  
Kirk B. Davis  
President and Chief Executive Officer

County of Santa Clara )  
State of California ) ss.  
)

On June 27<sup>th</sup>, 2003, before me, Adrienne Ali, personally appeared Kirk B. Davis, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal:

Adrienne Ali  
NOTARY PUBLIC



EXHIBIT A

**U.S. Patents Issued:**

U.S. Patent#

5456654  
5554096  
5624376  
5795287  
5800336  
5857958  
5859916  
5888187  
5897486  
5913815  
5949895  
6024717  
6093144  
6139488  
6174278  
6190305  
6217508  
6422991  
6475134

**U.S. Patents Applied For:**

U.S. Patent Application#

09/056078  
09/094442  
09/105535  
09/175585  
09/615414  
09/728765  
10/181,647  
10/286,070  
60/052040  
60/059966  
60/177,406  
60/409,394

**Foreign Patents and Patent Applications:**

Foreign Patent# or Patent Application#

743288 (Australia)  
63824/99 (Australia)  
683671 (Australia)  
81555/01 (Australia)

2165557 (Canada)  
2284876 (Canada)

07-503600 (Japan)  
8-521259 (Japan)  
2000-539679 (Japan)

EPC 1251810  
EPC 94920826.8  
EPC 96902628.5  
EPC 98910266.0  
EPC 98911783.3  
EPC 98947040.6  
EPC 98963002.5  
EPC 99951376.5

PCT/US94/07283  
PCT/US96/00263  
PCT/US97/12173  
PCT/US98/04593  
PCT/US98/05337  
PCT/US98/14269  
PCT/US98/19235  
PCT/US98/26159  
PCT/US99/18488  
PCT/US01/01957

**Patents Being Prepared:**

<u>Medlen and Carrol ID Number</u>	<u>Matter Description</u>
BALL 1014	Symphonic Contract Negotiations
BALL 2046	FWs: 06/198,677; 90/004,246; 90/002,440; 90/004,753; 90/004,565; 90/003,652; 90/003,852 & Re-Exam
BALL 2046	General Correspondence, Vol I
BALL 2046	General Correspondence, Vol II-IV
BALL 2841	PA: Implantable Demodulation Circuit + Evid: Workfile
BALL 4161	MISC: Potential Dispute with St. Croix Medical + Evid: Reference Materials

<u>Townsend ID Number</u>	<u>Matter Description</u>
016828-001920US	Dual Coil Floating Mass Transducers
016828-002210US	Implantable & External Hearing Systems Having a Floating Mass Transducer
016828-002240US	Implantable Microphone Having Improved Sensitivity and Frequency Response
016828-002250US	Implantable Microphone Having Improved Sensitivity and Frequency Response
016828-002260US	Implantable Microphone Having Improved Sensitivity and Frequency Response
016828-002500CA	Ultrasonic Hearing System
016828-002500JP	Ultrasonic Hearing System
016828-002700US	Ultrasonic Magneto/Electrostrictive Actuator
016828-003000US	Circuit for Fast Recharge of Portable Cell
016828-003200US	FMT Utilizing Radially Magnetized Tube
016828-033400US	Dual Mass Transducer with Center Tap for Hearing Improvement
016828-003500US	Floating Mass Transducer with Center Tap for Hearing Improvement
016828-003600US	Methods & Devices for Hearing Improvement in Patients with Middle Ear Bone Degeneration
016828-003700US	Transcutaneous Signal Transmission in Hearing Aid Devices & Methods
016828-004100US	Variable Direct Drive Test System
016828-004200US	Direct Drive Test System
016828-004300US	Magnetic Hair Trap for Hearing Implants