



## ASSIGNMENT OF PATENT RIGHTS

**Audiologic, Inc.**, a corporation organized and existing under the laws of **Colorado**, having a place of business at **4870 Sterling Drive, Boulder, Colorado 80301** (hereinafter called "Assignor"), hereby assigns certain patent rights to **GN ReSound A/S** a corporation organized and existing under the laws of **Denmark** having a place of business at **Maarkaervej 2A, P.O. Box 224, Taastrup, DK-2630, Denmark** (hereinafter called the "Assignee"):

**WHEREAS** Assignor is the owner of the following Letters Patent and Applications:

### LETTERS PATENT(S)

Patent No. 5,511,128, Issued: April 23, 1996

Assignment Recorded: December 30, 1997, Reel/Frame 8868/0117

**AND WHEREAS** Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Applications and to said Letters Patent, and inventions therein,

**NOW THIS ASSIGNMENT WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfers to Assignee said inventions, said Applications and said Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions continuations, and continuations-in-part of said applications, or reissues or extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes, and the like, **TO HOLD** the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues.

**ASSIGNOR** hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreements inconsistent with this Assignment or to the detriment of the patents, applications, and inventions being assigned hereby.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, that the same are unencumbered, and that assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or that any division, continuation or continuation-in-part of any Letters Patent to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at Broomfield, CO this 14 day of April, 2003

Assignor: James M Kates for Audiologic

Signature: James M Kates

Printed Name: \_\_\_\_\_

Title: Sr. Scientist