

Docket No.: 59184/D001US/10302844

Form **PTO-1595** U.S. DEPARTMENT OF COMMERCE SHEET U.S. Patent and Trademark Office (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof Name of conveying party(ies): Name and address of receiving party(ies) Mike Feeley (05/01/2003) and Jim Feeley (05/01/2003) Name: Hear-Wear Technologies, LLC Internal Address: Street Address: Additional name(s) of conveying party(ies) Nο attached? 2323 South Sheridan 3. Nature of Conveyance: x Assignment Merger Security Agreement Change of Name City: Tulsa, Oklahoma Other Country: US Zip: 74129-1043 Additional name(s) & No **Execution Date:** see Box 1, conveying parties address(es) attached: 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: A. Patent Application No.(s): B. Patent No.(s): 29/176,897 Additional numbers attached? Yes x INo Name and address of party to whom correspondence Total number of applications and concerning document should be mailed: patents involved: 1 -Name: Christopher S. L. Crawford FULBRIGHT & JAWORSKI L.L.P. Total fee (37 CFR 3.41) 40.00 Internal Address: Enclosed Street Address: Authorized to be charged to deposit account 2200 Ross Avenue, Suite 2800 Authorized to be charged to credit card (Form 2038 enclosed) Deposit account number: City: State: Zip: 06-2380 Dallas TX 75201-2784 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. Christopher S. L. Crayford May 30, 2003 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents 06/03/2003 DEYRNE 00000094 29176897 Recordation Form Cover Sheet I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Mail Glep signment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below. Kaura Harton (Laura Horton) Dated: May 30, 2003 S/gnature:

25299135.1

01 FC:8021

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Jim Feeley and Mike Feeley (hereinafter referred to as Assignors), residing at 6904 E. 118th Street South, Bixby, Oklahoma 74008; and 4624 E. 87th Place, Tulsa, Oklahoma 74137, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in DISPOSABLE AND DETACHABLE HEARING AID SPEAKER MODULE, set forth in a Patent application for Letters Patent of the United States, already filed on February 28, 2003 as U.S. application No. 29/176,897; and

WHEREAS, Hear-Wear Technologies, LLC, a limited liability corporation organized under and pursuant to the laws of Oklahoma having its principal place of business at 2323 South Sheridan, Tulsa, Oklahoma 74129-1043 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

1

59184/D001US/10302844

PATENT REEL: 014118 FRAME: 0534 AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

2

59184/D001US/10302844

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

David H. Tannenbaum	24,745	Michael J. Fogarty, III	42,541	William B. Tiffany	41,347
Robert M. Chiaviello, Jr.	32,461	Jerry L. Mahurin	34,661	Andrew Vicknair	53,721
Jody C. Bishop	44,034	Thomas J. Meaney	41,990	R. Ross Viguet	42,203
Christopher S. L. Crawford	51,586	Michael A. Papalas	40,381		

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

3

59184/D001US/10302844

PATENT REEL: 014118 FRAME: 0536 United States of America

State of Oklahoma) ss.:

County of Tulaa

On this / St day of May, , 2003, before me personally came Jim Feeley , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Publi

4

59184/D001US/10302844

5

RECORDED: 06/02/2003

59184/D001US/10302844

PATENT REEL: 014118 FRAME: 0538