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Form <b>PTO-1595</b> (Rev. 03/ 01)	RECORDATIO	09-09-2003	IENT OF COMMERCE and Trademark Office	
OMB No. 0651-0027 (exp. 5/31/2002)	PATI			
To the Honorable Commissione	er of Patents and Trade		nts or copy thereof	
Name of conveying party(i	es):	<u>-10254</u> 4856	arty(ies)	
Jim Feeley (08/27/2003) and	Mike Feeley (08/27/2003)	Name: Hear-Wear Technolog	ies, LLC	
		Internal Address:		
		Street Address:		
Additional name(s) of conveying party attached?	(ies) Yes x No	2323 South Sheridan		
3. Nature of Conveyance:		)		
x Assignment	Merger			
Security Agreement	Change of Name	City: Tulsa, Oklahoma		
Other		Country: US	Zip: <u>74129</u>	
Execution Date: see Bo	x 1, conveying parties	Additional name(s) & address(es) attached:	Yes X No	
4. Application number(s) or patent number(s): 10651879				
If this document is being filed toget	her with a new application, the ex	ecution date of the new application is:	August 29, 2003	
A. Patent Application No.(s):		B. Patent No.(s):		
This application				
Additional numbers attached? Yes x No				
Name and address of party t concerning document should		Total number of applications a patents involved:	and 1	
Name: Christopher S. L. Crav FULBRIGHT & JAWO		7. Total fee (37 CFR 3.41)	\$ 40.00	
Internal Address:		x Enclosed		
Street Address:		Authorized to be charged to deposit account		
2200 Ross Avenue, Suite 2800	2200 Ross Avenue, Suite 2800		Authorized to be charged to credit card	
İ		(Form 2038 enclosed)		
		8. Deposit account number:		
City: Dallas	State: Zip: TX 75201-2784	06-2380		
		(Attach duplicate copy of this page if paying by deposit account)		
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.				
Christopher S. L. Crawford  Christopher S. L. Crawford  August 29, 2003				
Christopher S. L. Crawford  Name of Person Signing  Signature  August 29, 2003  Date				
Total number of pages including cover sheet, attachments, and documents: 6				
Recordation Form Cover Sheet				
I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as Express Mail, Air Bill No. EV 256033858 US in an envelope addressed to: MS Patent Application , Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.				
Dated: August 29, 2003 Signature: (John Pallivathukal)				

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## 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 A BTE/CIC AUDITORY DEVICE AND MODULAR CONNECTOR SYSTEM THEREFOR, set forth in a Patent application for Letters Patent of the United States, filed herewith; 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 (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.

**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

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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.

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.

All practitioners at Customer Number 000029053

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United States of America
State of Oklahama ) ss.:

County of Julaa

On this 17 Haday of August, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Man Cana Wheeler

Notary Public

No

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Date: (luggest 27, 2003 United States of America State of Oklahoma
County of Julsa On this 27th day of Cugust, 2003, before me personally came Mike Feeley, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

My certificate expires March 19, 2005 Certificate # 1002548

## 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 A BTE/CIC AUDITORY DEVICE AND MODULAR CONNECTOR SYSTEM THEREFOR, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

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**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

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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.

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.

All practitioners at Customer Number 000029053

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	8/27/03
Jim Feeley	<b>t</b>

(mgust 27, 2003 United States of America State of Oklahama County of f <u>August</u>, <u>2003</u>, before me Jim Feeley, to me known to be the individual On this personally came described in and who executed the foregoing instrument, and acknowledged execution

Mary Central expers March 19, 2005
Certificate # 1002548

United States of America

State of Oklahoma ) ss.:

County of Julsa

On this 27th day of August , 2003 , before me personally came Mike Feeley , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Mary Curr Wheeler Notary Public

1 certificate expires March 19, 2005

My certificate expires March 19, 2005 Certificate # 1002548

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**RECORDED: 08/29/2003** 

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