

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hyman Goldberg	09/08/2004
RECEIVING PARTY DATA	
Name:	Metrionix, Inc.
Street Address:	9340 Carmel Mountain Road
Internal Address:	Suite E
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92129
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5553151
CORRESPONDENCE DATA	
Fax Number:	(858)780-9312
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8587809311
Email:	info@metrionix.com
Correspondent Name:	Jack Goldberg
Address Line 1:	9340 Carmel Mountain Road
Address Line 2:	Suite E
Address Line 4:	San Diego, CALIFORNIA 92129
NAME OF SUBMITTER:	Jack Goldberg
Total Attachments: 1 source=5553151 assign#page1.tif	

OP \$40.00 5553151

ASSIGNMENT

WHEREAS, I, Hyman Goldberg, a citizen of the United States of America, residing at 16922 Hierba Drive, Apartment 125, San Diego, CA 92128, have invented certain new and useful improvements in an Electroacoustic Speech Intelligibility Enhancement Method and Apparatus for which I have filed an application for Letters Patent in the United States and have been granted U.S. Patent No. 5,553,151;

AND, WHEREAS, Metrixonix, Inc. (hereinafter "ASSIGNEE"), a California Corporation with principal place of address at 9340 Carmel Mountain Road, Suite E, San Diego, CA 92129, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Thousand Five Hundred and Ninety-Five Dollars (\$1595) to me, \$250 in hand paid, and \$1345 having been paid to Gordon and Rees LLP for the maintenance fee and legal expenses associated with U.S. Patent No. 5,553,151, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, his successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and all Letters Patent and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, his successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, his successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringement of the said Letters Patent before or after issuance.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, his successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute, all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, his successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8 day of Sep, 2004

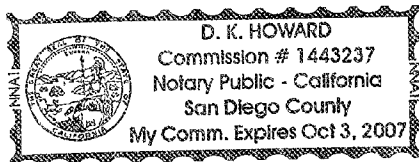
Hyman Goldberg
Hyman Goldberg

STATE OF California }
COUNTY OF San Diego } ss.

On 9-8-04, before me, D.K. Howard, Notary Public, personally appeared Hyman Goldberg personally to me (or proved to me on the basis of satisfactory evidence) 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 person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



[Signature]
Notary Signature