

06-23-2004

U.S. Department of Commerce
Patent and Trademark Office

COCH-0066-UTY

102775112

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):

Ian Derek Darley☐ Additional names of conveying parties attached

6-14-04

2. Name and Address of Receiving Party(ies):

Name:

Cochlear Limited

Internal Address:

Street Address:

P. O. Box 629

City, State, Zip:

**Lane Cove, NSW 2066
Australia**☐ Additional name(s) and address(es) attached.

3. Nature of Conveyance:

☒ Assignment☐ Change of Name☐ Other:Execution Date: **May 28, 2004**

4. (a) Patent Application Number(s):

If this document is being filed together with a new application, the execution date of the application is:

June 14, 2004

4. (b) Patent Numbers:

☐ Additional Numbers Attached.

10866034

5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:

Name:

Ajay A. Jagtiani

Address:

**JAGTIANI + GUTTAG
10363-A Democracy Lane
Fairfax, Virginia 22030**

6. Total Number of Applications and Patents Involved: 1

7. Total Fee:
(37 C.F.R. § 3.41)**\$40.00**☒ Authorized to be charged to deposit account.

8. Deposit Account Number:

10-0233-COCH-0066-UTY

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 is true and correct and any attached copy is a true copy of the original document.

June 14, 2004

Ajay A. Jagtiani, Registration Number 35,205

06/23/2004 6TOM11 00000031 100233 10866034

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Total number of pages comprising cover sheet: 1

ASSIGNMENT

WHEREAS, **IAN DEREK DARLEY**, whose post office address appears below (hereinafter referred to as ASSIGNOR), has invented certain new and useful improvements in a **ADJUSTMENT MECHANISM FOR A COIL MAGNET** (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed on June 14, 2004:

WHEREAS, **COCHLEAR LIMITED**, whose post office address is **P. O. Box 629, Lane Cove NSW, 2066, Australia**, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the same in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR, by these presents does sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention.


ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to identify and communicate to ASSIGNEE at ASSIGNEE'S request documents and information concerning the invention that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE'S request documents and information concerning the enforcement of the right to sue within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument.

ASSIGNOR'S obligations under this instrument shall extend to ASSIGNOR'S heirs, executors, administrators and other legal representatives.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE'S sole use and behalf; and for the use and behalf of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

Ian Derek Darley
18 Northcott Road
Cromer Heights, NSW 2099
Australia

X 

Signature

X 28.5.04

Date

SSN

(Notarization preferred but not required)

Before me personally appeared said _____ and acknowledges this instrument to be his (her) free act
and deed this _____ day of _____.

Notary Public