

08-17-2005



103063023



To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies):

John Paul MERLINE (11/10/2004) and Per William LUND (11/10/2004)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

☒ Assignment ☐ Merger ☐ Change of Name

☐ Security Agreement ☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

Name of receiving party(ies)

Name: PHONIC EAR INC.

Internal Address:

Street Address:

3880 Cypress Drive

City: Petaluma

State: California

Country: United States of America Zip: 94954

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

10/981,695

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: D. Richard Anderson
BIRCH, STEWART, KOLASCH & BIRCH, LLP

Internal Address: Atty. Dkt.: 4436-0106PUS1

Street Address: 8110 Gatehouse Rd
Suite 100 East
P.O. Box 747

City: Falls Church

State: VA Zip: 22040-0747

Phone Number: (703) 205-8035

Fax Number: (703) 205-8050

Email Address: mailroom@bskb.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☒ None required (government interest not affecting title)

8. Payment Information

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

August 12, 2005

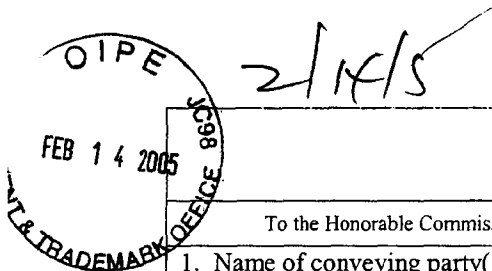
Date

D. Richard Anderson - 40,439

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

9



RECC

02-17-2005



102943321

y. Docket No.: 4436-0106PUS1

Page 1 of 1

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To the Honorable Commissioner of Pa

Attachments: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)/Execution Date(s):

[FAMILY NAME (ALL CAPS), Given Name]

MERLINE, John Paul

LUND, Per William

Execution Date(s): November 10, 2004

Additional name(s) of conveying party(ies) attached?

☐ YES ☒ NO

2. Name and address of receiving party(ies)

Name: PHONIC EAR INC.

Internal Address:

Street Address: 3880 Cypress Drive

City: Petaluma

State: California

Zip: 94954

Country: USA

Postal Code:

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other:Additional name(s) & address(es) attached? ☐ YES ☒ NO

4. Application number(s) or patent number(s):

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A. Patent Application No(s).

10/981,695

B. Patent No.(s).

Additional numbers attached? ☐ YES ☒ NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: BIRCH, STEWART, KOLASCH & BIRCH, LLP

Street Address: P.O. BOX 747

City: FALLS CHURCH State: VA ZIP: 22040-0747

Country: USA

6. Total number of applications and patents involved: one (1)

7. Total fee (37 C.F.R. § 1.21(h) & 3.41): \$40.00

☒ Enclosed☒ Authorized to be charged to deposit account, if no fee attached.

8. Deposit account number: 02-2448

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Signature.

D. Richard Anderson, #40,439

Name of Person Signing/Reg. No.

Signature

February 14, 2005

Date

Total number of pages including cover sheet, attachments, and documents: three (3)

DRA/lab

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/16/2005 ECOOPER 00000364 10981695

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ATTORNEY DOCKET NO. 4436-0106PUS1

BIRCH, STEWART, KOLASCH & BIRCH, LLP

UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

ASSIGNMENT

Application No. 10/981,695

Filed 5 November 2004

Insert Name(s)
of Inventor(s)

*** (Given Name FAMILY NAME (ALL CAPS)) ***

WHEREAS, John Paul MERLINE ; Per William LUND

Insert Title
of Invention

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in
Method and system for amplifying auditory sounds

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application).

Insert Date
of Signing of
Application

on 10 November 2004 ; and

Insert Name
of Assignee

WHEREAS, Phonic Ear Inc.

Insert Address
of Assignee

3880 Cypress Drive, Petaluma CA 94954 USA

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and
☐ in any foreign countries.

CHECK BOX
IF APPROPRIATE

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

Attorney Docket No. 4436-0106 PUS 1

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree (s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP 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 U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date NOVEMBER 10 2004

Name of Inventor

(signature) John Paul MERLINE

Date 11/10-2004

Name of Inventor

(signature) Per William LUND

Date _____

Name of Inventor

(signature)

Date _____

Name of Inventor

(signature)

Date _____

Name of Inventor

(signature)

Date _____

Name of Inventor

(signature)

BIRCH, STEWART, KOLASCH & BIRCH, LLPUNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS**ASSIGNMENT**Application No. 10/981,695Filed 5 November 2004Insert Name(s)
of Inventor(s)

*** (Given Name FAMILY NAME (ALL CAPS)) ***

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(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in

Insert Title
of Invention

Method and system for amplifying auditory sounds

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application).

Insert Date
of Signing of
Applicationon 10, November 2004 _____; andInsert Name
of AssigneeWHEREAS, Phonic Ear Inc.Insert Address
of Assigneeof 3880 Cypress Drive, Petaluma CA 94954 USA

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

CHECK BOX
IF APPROPRIATE☐ in any foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree (s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

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The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

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The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 11/10-2004,

Name of Inventor (signature) John Paul MERLINE

Date 11/10-2004,

Name of Inventor (signature) Per William LUND

Date _____,

Name of Inventor _____
(signature)

Date _____,

Name of Inventor _____
(signature)

Date _____,

Name of Inventor _____
(signature)

Date _____,

Name of Inventor _____
(signature)