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A/D
10/534350

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ET 13016/2

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Marcel AESCHLIMANN
Antonino LANCI
Jean-Claude FRELY
Jürg CLAVADETSCHER

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

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

Execution Date(s) 7, 28 & 6 July and 25 June 2005

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: BERNAFON AG

Internal Address: _____

Street Address: Morganstrasse 131

CH-3018 Bern, SWITZERLAND

City: _____

State: _____

Country: _____ Zip: _____

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

10/534,350

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gary S. Morris

Internal Address: KENYON & KENYON

Street Address: 1500 K Street, N.W., Suite 700

City: Washington

State: DC Zip: 20005

Phone Number: 202-220-4200

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6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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 11-0600

Authorized User Name Gary S. Morris

9. Signature:

Gary S. Morris

Signature

14 October 2005

Date

Gary S. Morris

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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, V.A. 22313-1450

ASSIGNMENT

WHEREAS, we,

Marcel AESCHLIMANN
Haus zur Laube, CH-2514 Ligerz, Switzerland
Citizenship: Swiss

Antonino LANCI
Liebeggweg 4A, CH-3006 Bern, Switzerland
Citizenship: Italian

Jean-Claude FRÉLY
Johann-Lisser 4, CH-2504 Bienne, Switzerland
Citizenship: Swiss

Jürg CLAVADETSCHER
Panoramaweg 31, CH-3042 Ortschaften, Switzerland
Citizenship: Swiss

have made new and useful improvements in **SET AND METHOD FOR PRODUCING A HEARING AID AND HEARING AID PRODUCED ACCORDING TO THIS METHOD**, for which we have made application for Letters Patent in the United States, said application having been filed on 09 May 2005, Serial No. 10/534,350 ; and

WHEREAS, **BERNAFON AG** having its principal place of business at **Morganstrasse 131, CH-3018 Bern**, (hereinafter "**ASSIGNEE**") is desirous of acquiring the entire right, title and interest in and to said application and the invention therein described and claimed, and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration for One U.S. Dollar (U.S. \$1.00) and other valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to any inventions and discoveries described in said application, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, reissue, re-examination, substitute, continuation, international, foreign and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are ware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

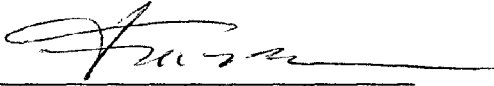
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7
day of July, 2005.


Marcel AESCHLIMANN

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28
day of July, 2005.


Antonino LANCI

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6
day of July, 2005.


Jean-Claude FRÉLY

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25
day of June 25, 2005.


Jürg CLA VADETSCHER