# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Claudiu Treaba	12/07/2005
Peter Gibson	11/30/2005
John Parker	03/29/2006

## **RECEIVING PARTY DATA**

Name:	Cochlear Limited
Street Address:	P. O. Box 629
City:	Lane Cove,NSW
State/Country:	AUSTRALIA
Postal Code:	2066

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11261763

### **CORRESPONDENCE DATA**

(703)591-5907 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-561-2664

Email: janet.wright@jagtiani.com

Correspondent Name: Ajay A. Jagtiani

Address Line 1: 10363-A Democracy Lane Address Line 4: Fairfax, VIRGINIA 22030

ATTORNEY DOCKET NUMBER:	COCH-0114-US2
NAME OF SUBMITTER:	Ajay A. Jagtiani

**Total Attachments: 3** 

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**REEL: 017531 FRAME: 0038** 

**PATENT** 

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PATENT REEL: 017531 FRAME: 0039

#### ASSIGNMENT

WHEREAS, CLAUDIU TREABA, whose post office address appears below (hereinafter referred to as ASSIGNOR), has invented certain new and useful improvements in a Insertion Tool System for an Electrode array (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed October 31, 2005, and assigned Serial Number: 11/261,763

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 Assigned 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'S hereby grants the firm of Jagtiani + Guttag of Fairfax, VA (Registration No. 35,205) 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.

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.

Claudiu Treaba 1/44 Morton Street Wollstonecraft, NSW 2065 Australia

Signature 7 DEC 05

**PATENT** 

REEL: 017531 FRAME: 0040

#### ASSIGNMENT

WHEREAS, Join Parker, whose post office address appears below (hereinafter referred to as Assignor), has invented certain new and useful improvements in a Insertion Tool, System for an Electrode array (hereinafter referred to as The Invention) for which an application for United States Letters Patent was filed October 31, 2005, and assigned Serial Number: 11/261,763 :

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 ASSIGNOE'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 ASSIGNOE 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.

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ASSIGNOR bereby 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.

John Parker 19 Moore Street Roscville, NSW 2069 Australia

Signature

Date

COCH-0114-US2

#### ASSIGNMENT

WHEREAS, Peter Gibson, whose post office address appears below (hereinafter referred to as Assignor), has invented certain new and useful improvements in a Insertion Tool System for an Electrobe array (hereinafter referred to as Tile Insulation) for which an application for United States Letters Patent was filed October 31, 2005, and assigned Serial Number: 11/261,763;

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 ASSIGNOR, 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 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 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 Consideration and an 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.

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Peter Gibson 8 Popplewell Place South Coogee, NSW 2034 Australia Signature

30 NOV 2005

Date

PATENT REEL: 017531 FRAME: 0042