

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Melvin Duane Frerking</td><td>07/10/2006</td></tr><tr><td>George O'Quinn Hirvela</td><td>07/10/2006</td></tr></tbody></table>	Name	Execution Date	Melvin Duane Frerking	07/10/2006	George O'Quinn Hirvela	07/10/2006					
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Cingular Wireless II, LLC</td></tr><tr><td>Street Address:</td><td>5565 Glenridge Connector, Suite 1700</td></tr><tr><td>City:</td><td>Atlanta</td></tr><tr><td>State/Country:</td><td>GEORGIA</td></tr><tr><td>Postal Code:</td><td>30342</td></tr></table>	Name:	Cingular Wireless II, LLC	Street Address:	5565 Glenridge Connector, Suite 1700	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30342	
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11450243</td></tr></tbody></table>	Property Type	Number	Application Number:	11450243							
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CORRESPONDENCE DATA											
Fax Number: (215)568-3439 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 215-568-3100											
Email: mmiller@woodcock.com											
Correspondent Name: Woodcock Washburn LLP											
Address Line 1: One Liberty Place, 46th Floor											
Address Line 4: Philadelphia, PENNSYLVANIA 19103											
ATTORNEY DOCKET NUMBER:	CING-0761 (C05-0101-000)										
NAME OF SUBMITTER:	/mdm										
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PATENT

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DOCKET NO.: CING-0761/C05-0101-000

**PATENT
Joint Inventors
(Pending Application;
Application No. Known)**

ASSIGNMENT

WHEREAS, we **Melvin Duane Frerking and George O'Quinn Hirvela**, hereinafter referred to as the assignors, residing respectively at **2566 Bailey Drive, Norcross, Georgia 30071 and 127 Wilson Circle, Carrollton, Georgia 30117** are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Application No. **11/450,243**, filed **June 8, 2006**, entitled **PUSH TO LOWER HEARING ASSISTED DEVICE**; and

WHEREAS, **Cingular Wireless II, LLC**, hereinafter referred to as the assignee, of **5565 Glenridge Connector, Atlanta, Georgia 30342**, a **limited liability company of Delaware**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, including the full right to sue for and collect damages for past violations of provisional rights having arisen from any publication of said application or any continuations, divisions, or renewals of or substitutes for said application. We further assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to

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make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks 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 to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

July 10, 2006
Date

Melvin Duane Frerking (L.S.)
Melvin Duane Frerking

STATE OF Georgia :
COUNTY OF Fulton : SS

On this 10th day of July, year of 2006, before me personally came the above named **Melvin Duane Frerking** to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Linda S. Giles
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires March 16, 2008

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PATENT
Joint Inventors
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July 10, 2006
Date

George O'Quinn Hirvela (L.S.)
George O'Quinn Hirvela

STATE OF Georgia :
COUNTY OF Gulton : SS

On this 10th day of July, year of 2006, before me personally came the above named **George O'Quinn Hirvela** to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Linda S. Giles
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires March 16, 2008