

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Elxon Limited	04/12/2006
RECEIVING PARTY DATA	
Name:	Hearing Enhancement Company, LLC
Street Address:	2840 Hershberger Road, Suite A
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6351733
CORRESPONDENCE DATA	
Fax Number:	(202)220-4201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-220-4231
Email:	bparker@kenyon.com
Correspondent Name:	Barbara Parker
Address Line 1:	1500 K Street, N.W., Suite 700
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1257
ATTORNEY DOCKET NUMBER:	10551-82 MCGROARTY
NAME OF SUBMITTER:	John P. McGroarty
Total Attachments: 3 source=Elxon-HEC Release Agreement#page1.tif source=Elxon-HEC Release Agreement#page2.tif source=Elxon-HEC Release Agreement#page3.tif	

CH \$40.00 6351733

500152668

PATENT
REEL: 018260 FRAME: 0871

RELEASE AGREEMENT

This Release Agreement (the "Release Agreement") is dated this 12 day of April, 2006 and is by Elexon Limited, a corporation of England ("Elexon") and Hearing Enhancement Company, LLC, a limited liability company of Virginia ("HEC").

WHEREAS, on April 3, 2003, and as a result of a clerical error, Elexon filed notice of an Assignment in U.S. Application/Patent Number 6,351,733 (the "**Patent**") in the United States Patent and Trademark Office (the "**USPTO**") at Reel 013913 Frame 0826 (the "Filing") in connection with a transaction with Optimum Solutions Limited .

WHEREAS, Elexon never intended to claim any rights in the Patent and the inventions disclosed therein and wishes to correct the clerical error relating to the Filing and officially release any and all interest in the Patent Rights (defined below) and to ensure that such release is effectively reflected in the records relating to the Patent at the USPTO and otherwise.

NOW, THEREFORE, FOR VALUE RECEIVED:

(A) Elexon does hereby irrevocably and unconditionally release any and all claim, right, title or interests of any kind in and to the following (the "Patent Rights"): (i) the Patent, (ii) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of any of the foregoing and applications; provisional patent applications that are or will be continuous or continuing in part of any of the foregoing and applications; and foreign counterparts to any of the foregoing including, without limitation, utility models of the Patent or any of the foregoing, (iii) all inventions and discoveries described therein, (iv) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (v) all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants related to the Patent or any of the foregoing, including without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding, and (vi) all causes of action and enforcement rights for the Patent or any of the foregoing, including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent and any the foregoing.

(B) To the extent any of the foregoing was putatively transferred or assigned to Elexon as a result of the Filing, Elexon absolutely grants, conveys, and assigns any right, title or interest in or to the Patent Rights to HEC and its successors and assigns with respect to the Patent Rights. Elexon confirms to HEC that neither Elexon nor anyone claiming an interest in or through Elexon holds any license right or other right in or under the Patent Rights.

(C) HEC and its successors and assigns absolutely relinquish any claim against Elexon for slander of its title to the Patent Rights, or for any other cause of action which arises in connection with the Filing or the assignment, novation, sale or disposal otherwise of the Patent. Notwithstanding anything in this release that could be interpreted or construed to the contrary, Elexon has no rights at all in or under the Patent.

This release is governed by the law of the state of New York excluding its choice of law principles to the contrary.

To the extent a court of competent jurisdiction would apply the law of the State of California notwithstanding the express selection of the laws of New York, Elexon and HEC each acknowledges that it is aware that it may hereafter discover facts different from or in addition to what it now knows, believes or suspects to be true with respect to the matters herein released, and the releases in this Release Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts. Elexon and HEC each acknowledges that it has been informed of Section 1542 of the Civil Code of the State of California, and does hereby expressly waive and relinquish all rights and benefits, if any, which it has or may have under said Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in

DOCSNY.189209.1

PATENT
REEL: 018260 FRAME: 0872

his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

IN WITNESS WHEREOF, Elxon has caused this Release Agreement to be executed under seal by one of its a duly authorized officers on this ____ day of _____, 2006.

Elxon Limited

By: 

Name: STUART SENIOR

Title: CHIEF EXECUTIVE

Hearing Enhancement Company, LLC

By: 

Name: Ronald A. Senior

Title: President

Draft: 29 March 2006

JWB/54321.00004/7399176.01

RECORDED: 09/18/2006

PATENT
REEL: 018260 FRAME: 0873