

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Ms. Joan Phillips Waldron	08/10/2005
Ms. Joan Billger Burleigh	08/10/2005
Mr. Brett William Jelkin	02/06/2008

RECEIVING PARTY DATA

Name:	Able Planet, Incorporated
Street Address:	9500 West 49th Avenue
Internal Address:	Unit B-100
City:	Wheat Ridge
State/Country:	COLORADO
Postal Code:	80033

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	10864691
PCT Number:	US0418405

CORRESPONDENCE DATA

Fax Number: (303)292-7799

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

Phone: 303-292-7897

Email: carrie.driskill@kutakrock.com

Correspondent Name: Glenn H. Lenzen, Jr.

Address Line 1: 1801 California Street

Address Line 2: Suite 3100

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:

633402.19

NAME OF SUBMITTER:

Glenn H. Lenzen, Jr.

PATENT

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REEL: 020633 FRAME: 0648

CH \$80.00 10864691

Total Attachments: 6

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PATENT

REEL: 020633 FRAME: 0649

Assignment

This Agreement is made and is effective this 10th day of August, 2005 (the "Effective Date"), by and between Joan Phillips Waldron having an address of 624 Republic Drive, Fort Collins, Colorado 80526; and Joan Billger Burleigh having an address of 5219 McMurray Drive, Fort Collins, Colorado 80525 (hereinafter "Assignor" or "Assignors") and Able Planet, Inc., having an address of 2900 South College Avenue, Suite 3B, Fort Collins, Colorado 80525 (hereinafter the "Assignee") (collectively, the "Parties").

WHEREAS, the Assignors are engaged in the research and development of technology related to human hearing disorders and having discovered and developed information, data, know-how, patented and unpatented inventions and improvements related thereto including but not limited to the following applications for letters patent (hereinafter, collectively the "Technology"):

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Audio Signal System	11/188,519	07/25/2005
Telephone Handset	10/864,692	06/02/2004
Improved Telephone Handset	10/864,691	06/11/2004
Improved Telephone Handset	PCT/US04/018405	06/09/2004
Apparatus for Communication Coupling with a Hearing Aid	10/411,867	04/11/2003

and

WHEREAS, Assignee is presently engaged in discussions with various entities for the purpose of procuring funding to sustain Assignee's continuing operations (hereinafter the "Funding"); and

WHEREAS, subject to and contingent upon Assignee's obtaining the Funding, Assignee is desirous of acquiring the Technology.

NOW, THEREFORE, subject to and contingent upon Assignee's closing on any arrangement it may enter into for obtaining the Funding, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby assign, sell and transfer unto Assignee all right, title and interest in and to the Technology, including any and all patents which have or may issue from applications filed thereon, and the inventions disclosed and claimed therein, and any continuations, continuations-in-part, divisionals, reissues and re-examinations thereof, domestic and foreign, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Technology or inventions.

Assignors understand and agree that Assignee shall and hereby does have sole and exclusive right, title and interest in and to all inventions, original works of authorship, developments, concepts, improvements, trade secrets and proprietary information (hereinafter, "Intellectual Property") made, conceived, reduced to practice or learned by assignors, either alone or with

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others, during the course of Assignors' relationship with Assignee. Assignors will promptly make a full written report and disclosure to the Assignee, and will hold the Intellectual Property in trust for the sole right and benefit of the Assignee. To the extent Assignors are deemed to have any rights whatsoever in or to the Intellectual Property notwithstanding the foregoing, then Assignors hereby irrevocably assign and agree to irrevocably assign in the future as required, to the Assignee, all the Assignors' right, title, and interest in and to any and all such Intellectual Property, and agree to execute any and all other documents that may be deemed necessary to effectuate this assignment. Assignors further acknowledge that all original works of authorship which are made by Assignors (solely or jointly with others) within the scope of and during the course of Assignors' relationship with the Assignee and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

Assignors will cooperate fully with Assignee and will provide all assistance requested or required by Assignee and not shown to be unreasonable under the circumstances including executing all documents requested by Assignee in seeking patent protection, including the preparation, filing and prosecution of applications, grants, or registrations therefore, for any invention, patent, work of authorship, copyright registration, trademark, trademark registration, or trade secret to effectuate the terms of this Agreement. Assignors further covenant that Assignors will, upon Assignee's request, promptly provide Assignee with all pertinent facts and documents relating to the Technology and the Intellectual Property and the inventions disclosed therein accessible to Assignors, will testify as to the same in any interference or litigation related thereto, and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, affidavits or other documents required to apply for, obtain, maintain, issue, and/or enforce any patents, copyrights, trademarks, or trade secrets therefore and equivalents thereof in the United States or in any foreign country.

If Assignee is unable because of Assignors' mental or physical incapacity, unavailability, or for any other reason whatsoever, to promptly secure Assignors' signature(s) to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Assignors' inventions or original works of authorship owned by or assigned to the Assignee pursuant to the terms of this Agreement, or to obtain Assignors' signature(s) on any other document or for any other purpose for which Assignors have agreed to provide such signature(s) pursuant to the terms hereof, then Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents, as Assignors' agents and attorneys in fact, to act for and in Assignors' behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations, or to or effectuate assignments that Assignors have granted or agreed to grant herein, and that all such signatures made in Assignors' stead by such persons shall have the same legal force and effect as if executed by Assignors.

Assignors shall continue to keep the Technology and the Intellectual Property confidential as well as any and all applications, trade secrets, documentation, designs, discoveries, conceptions, inventions, creations, works of authorship, or other developments related thereto. The Parties acknowledge that such applications, trade secrets, documentation, designs, discoveries, conceptions, inventions, creations, works of authorship, or other developments related to the Technology and the Intellectual Property are confidential and proprietary to Assignee and shall be Assignee's sole and exclusive property (the "Confidential Information"); and Assignors agree

that they shall not at any time divulge the Confidential Information to anyone or use the Confidential Information for Assignors' own or another's benefit.

Assignee may assign this Agreement or, its rights under this Agreement to any successor in interest, whether by merger, consolidation, sale of assets or otherwise.

IN WITNESS THEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives and is effective as of the date first set forth above.

ASSIGNOR

Able Planet, Inc.

By: Joan Phillips Waldron
Signature

By: Kevin R. Semcken
Signature

Name: Joan Phillips Waldron

Name: Kevin R. Semcken

Date: 8/10/2005

Title: President & CEO

Date: 8/10/2005

ASSIGNOR

By: Joan Billger Burleigh
Signature

Name: Joan Billger Burleigh

Date: 8/10/2005

Assignors will, upon Assignee's request, promptly provide Assignee with all pertinent facts and documents relating to the Technology and the inventions disclosed therein accessible to Assignors, will testify as to the same in any interference or litigation related thereto, and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, affidavits or other documents required to apply for, obtain, maintain, issue, and/or enforce any patents, copyrights, trademarks, or trade secrets therefore and equivalents thereof in the United States or in any foreign country.

Assignors shall continue to keep the Technology confidential as well as any and all applications, trade secrets, documentation, designs, discoveries, conceptions, inventions, creations, works of authorship, or other developments related thereto. The Parties acknowledge that such applications, trade secrets, documentation, designs, discoveries, conceptions, inventions, creations, works of authorship, or other developments related to the Technology are confidential and proprietary to Assignee and shall be Assignee's sole and exclusive property (the "Confidential Information"); and Assignors agree that they shall not at any time divulge the Confidential Information to anyone or use the Confidential Information for Assignors' own or another's benefit.

Assignee may assign this Agreement or, its rights under this Agreement to any successor in interest, whether by merger, consolidation, sale of assets or otherwise.

IN WITNESS THEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives and is effective as of the date first set forth above.

ASSIGNOR

Able Planet, Inc.

By: Joan Phillips Waldron
Signature

By: Kevin R. Semcken
Signature

Name: Joan Phillips Waldron

Name: KEVIN R. SEMCKEN

Date: July 13, 2005

Title: PRESIDENT & CEO

Date: July 13, 2005

ASSIGNOR

By: Joan Billger Burleigh
Signature

Name: Joan Billger Burleigh

Date: July 13, 2005

PATENT

REEL: 020633 FRAME: 0653

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, the undersigned inventor (or one of the undersigned joint inventors), of residence as listed, having invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been executed on the date set forth below; and

WHEREAS, Able Planet, Inc., (hereinafter referred to as "Assignee"), with an address of 9500 West 49th Avenue, Unit B-100, Wheat Ridge, CO 80033, desires to acquire my entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for an in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I assign to Assignee, all right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, continuations, continuations-in-part and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interest is concerned, to Assignee.

I also assign to Assignee, all right, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

I will communicate to Assignee any facts known to me respecting any improvements; and, at the expense of Assignee, I will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said invention in all countries.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

Title of Invention:	Application No.	Date Application Executed
IMPROVED TELEPHONE HANDSET	10/864,691	06/11/2004
IMPROVED TELEPHONE HANDSET	PCT/US2004/018405	06/10/2004

Signature of Inventor:

Inventor's Name:

Joan Billger Burleigh

Residence (City, County, State):

5219 McMurry Avenue
Fort Collins, CO 80525

Date Assignment Executed: _____

Signature of Inventor:

Inventor's Name:

Joan Phillips Waldron

Residence (City, County, State):

7103 Woodglenn Lane
Fort Collins, CO 80525

Date Assignment Executed:

Signature of Inventor:

Inventor's Name:

Brett W. Jelkin
Brett W. Jelkin

Residence (City, County, State):

1995 Rivers Edge Road
Windsor, CO 80550

Date Assignment Executed:

Feb 6th 2008