

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John L. Parker	11/01/2005
James Finlay Patrick	12/14/2005
RECEIVING PARTY DATA	
Name:	Cochlear Limited
Street Address:	14 Mars Road
City:	Lane Cove, NSW
State/Country:	AUSTRALIA
Postal Code:	2066
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11711031
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	1875 Eye Street, NW, Suite 1100
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ATTORNEY DOCKET NUMBER:	22409-00256
NAME OF SUBMITTER:	Michael G. Verga
Total Attachments: 2	
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source=22409-00256Assignmt(2)#page2.tif	

OP \$40.00 11711031

ASSIGNMENT

WHEREAS, JOHN L. PARKER, whose post office address appears below (hereinafter referred to as ASSIGNOR), has invented certain new and useful improvements in a COCHLEAR IMPLANT ELECTRODE ARRAY (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed, December 22, 2004.

WHEREAS, COCHLEAR LIMITED, whose post office address is 14 Marx Road, Lane Cove, NSW, Australia 2066, (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 ASSIGNOR 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 ASSIGNOR'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.

ASSIGNOR hereby grants the firm of Jugtani + Guttig of Fairfax, VA (Registration No. 15,205) 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 recording 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, in the full and 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 L. Parker
9 Moore Street
Koseville, NSW, Australia 2069


Signature

11/1/2005
Date

SSN

(Notarization preferred but not required)

Before me personally appeared said _____ and acknowledges this instrument to be his (her) free act and deed this _____ day of _____

Notary Public

ASSIGNMENT

WHEREAS, JAMES FINLAY PATRICK, whose post office address appears below (hereinafter referred to as ASSIGNOR), has invented certain new and useful improvements in a COCHLEAR IMPLANT ELECTRODE ARRAY (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed; December 22, 2004 and assigned Serial Number: 10/518,811.

WHEREAS, COCHLEAR LIMITED, whose post office address is 14 Mars Road, Lane Cove, NSW, Australia 2066, (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 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.

ASSIGNOR'S hereby grants the firm of Jagtoss + Cottag 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 recording 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.

James Finlay Patrick
79 Boundary Street
Roseville, NSW, Australia 2069



Signature

14/1/08

Date

SSN

(Notarization preferred but not required)

Before me personally appeared said _____, and acknowledges this instrument to be his (her) free act and deed this _____ day of _____.

Notary Public

PATENT