## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Robert J. Crowley	02/24/2009

#### RECEIVING PARTY DATA

Name:	Soundwave Research Laboratories, Inc.
Street Address:	72 Nickerson Road
City:	Ashland
State/Country:	MASSACHUSETTS
Postal Code:	01721

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11242611

## **CORRESPONDENCE DATA**

Fax Number: (312)463-5001

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

Phone: 312/463-5551

Email: dstokes@bannerwitcoff.com

Correspondent Name: Banner & Witcoff, Ltd.

Address Line 1: 10 South Wacker Drive

Address Line 2: Suite 3000

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Bradley J. Van Pelt

Total Attachments: 12

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## CONFIRMATION OF ASSIGNMENT AND ASSIGNMENT

WHEREAS, Robert J. Crowley (referred to here as "Crowley") is President and a principal shareholder of Soundwave Research Laboratories, Inc, a Massachusetts corporation having offices located at 72 Nickerson Road, Ashland, Massachusetts 01721 (referred to here as "Soundwave");

WHEREAS, Crowley is an inventor of the subject matter of the patent applications listed on attached Exhibit 1;

WHEREAS, Crowley and Soundwave (referred to here, collectively and severally, as the "ASSIGNORS") intended to convey to Shure Incorporated, an Illinois corporation having offices located at 5800 West Touhy Avenue, Niles, IL 60714 (referred to here as "Shure" or ASSIGNEE) all rights, title and interest in and to the patent applications listed on Exhibit 1 and/or ASSIGNORS did in fact already convey to Shure some and/or all of such rights, title and interest as a result of the Assignment executed December 22, 2008, fully incorporated herein by reference and attached as Exhibit 2; and

WHEREAS, Shure desires to acquire all of ASSIGNORS' right, title and interest in and to the patent applications listed on Exhibit 1 to the extent it has not already acquired these rights as a result of the Assignment in Exhibit 2.

NOW, THEREFORE, ASSIGNORS and ASSIGNEE, intending to be legally bound, hereby acknowledge, confirm and agree as follows:

- Confirmation of Previous Assignment. ASSIGNORS and ASIGNEE confirm and agree that ASSIGNORS have already, effective as of December 29, 2008, sold, transferred, and assigned to ASSIGNEE, its successors assigns and legal representatives, all of the right, title, and interest in and to said patent applications listed on Exhibit 2 attached hereto, including without limitation, the worldwide rights to the inventions described and claimed therein, any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by Shure for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Crowley and/or Soundwave, had an assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of the Assignment, and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.
- 2. <u>Nunc Pro Tunc Assignment from Crowley to Soundwave.</u> ASSIGNORS and ASSIGNEE further agree that, effective prior to the Assignment in Exhibit 2, to the extent that the following has not occurred prior to the execution of the Assignment in Exhibit 2, for good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, Crowley does hereby sell, transfer, and assign nunc pro tunc to Soundwave, its successors assigns and legal representatives, all of the right, title, and interest in and to said patent applications listed on Exhibit 1 attached hereto, including without limitation, the worldwide rights to the inventions described and claimed therein, any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by Soundwave for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Crowley, had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment. This nunc pro tunc assignment is effective as of prior to the execution of the December 22, 2008 Assignment in Exhibit 2 such that the effect of the December 22, 2008 Assignment is that all rights described above were transferred from Soundwave to Shure as of that date.

Assignment from Crowley and Soundwave to Shure. To the extent that the following has not occurred as a result of the execution of the Assignment in Exhibit 2 and/or as a result of the other provisions of this Agreement or any other action, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNORS hereby sell, transfer, and assign to ASSIGNEE, its successors assigns and legal representatives, all of the right, title, and interest in and to said patent applications listed on Exhibit 1 attached hereto, including without limitation. the worldwide rights to the inventions described and claimed therein, any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS, had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNORS, each for itself or himself, hereby represent, warrant, covenant and agree that collectively or severally they had prior to the execution of the Assignment in Exhibit 2 and/or have the full right to convey the entire interest purported herein to be assigned, and that it or he has not executed, and will not execute, any agreement or other instrument in conflict herewith.

ASSIGNORS agree: (a) to execute (i) all necessary papers throughout the world to be used in connection with any patents resulting from the patent applications listed on

attached Exhibit 1 and patent applications listed on attached Exhibit 1 as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, any patents resulting from the patent applications listed on attached Exhibit 1 and patent applications listed on attached Exhibit 1, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation, filing and prosecution of any applications for any of the inventions in the patent applications listed on attached Exhibit 1; (b) to cooperate with ASSIGNEE at ASSIGNEE'S expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE'S expense to perform all other affirmative acts which in ASSIGNEE'S reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce any patent applications or patents resulting from the patent application listed on attached Exhibit 1. These obligations of assistance by ASSIGNORS shall continue for so long as ASSIGNEE may require such assistance from ASSIGNORS.

ASSIGNORS hereby grant to the law firm of Banner & Witcoff, Ten South Wacker Drive, Suite 3000, Chicago, IL 60606, authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the patent applications listed on attached Exhibit 1 for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

[Remainder of this page intentionally left blank. Signature page follows.]

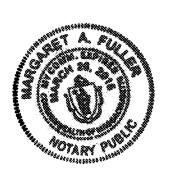
IN WITNESS WHEREOF this Confirmation of Assignment and Assignment has been duly executed and delivered as of February 24, 2009, in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and agreement, by Crowley as an authorized officer of Soundwave and on behalf of himself as an individual and by Shure:

## ASSIGNORS:

Soundwave Research Laboratories, Inc.  By:  Name: Robert Crowley	Robert J. Crowley, On Behalf of Himself  By:  Date: 27 2009
Title: President	
Date: <u> </u>	
State of:	
County of:	
In the State of Council A. Cour February 1009, before me, Robert J. C. appeared Margaret A. Fuller proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowled the same in his/her/their authorized capacity( the instrument the person(s), or the entity upon the instrument.	, Notary Public, personally personally known to me, or lence to be the person(s) whose name(s) is owledged to me that he/she/they executed ies), and that by his/her/their signature(s) on
WITNESS my hand and offici	al xeal

[ASSIGNEE signature next page.]

Date my Commission expires



## ASSIGNEE:

By:

**Shure Incorporated** 

Name: Paul L. Applebaum

Title: Executive Vice President and

General Counsel

Date: February 24,2009

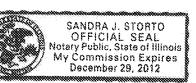
State of Illinois:

County of Cook:

In the State of Illinois, County of Cook, on February 34, 2009, before me, SANDER J. STOOTO, Notary Public, personally appeared Paul L. Applebaum, personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person (s) acted, executed the instrument.

WITNESS my hand and official seal

Date my Commission expires 12/29/2012



# **EXHIBIT 1**

1 of 2

Title	Inventors	Application Type	Application No.	Filing date	Publication No.
Acoustic ribbon transducer	Crowley, Robert J.	Utility	CN - 200580043532.2	3-Oct-05	CN -101080944
Acoustic ribbon transducer arrangements	Crowley, Robert J.	Utility	EP - 05808347.8	3-Oct-05	EP181312
Acoustic ribbon transducer arrangements	Crowley, Robert J.	Utility	JP - 2007-537907	3-Oct-05	None as of agreement

## **EXHIBIT 2**

### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

WHEREAS, Soundwave Research Laboratories, Inc., a Massachusetts corporation having offices located at 72Nickerson Road, Ashland, Massachusetts 01721 ("ASSIGNOR") owns the entire right, title and interest in and to the patents and patent applications listed on Schedule A attached hereto and made a part hereof and to the inventions described and claimed in the aforesaid patents and patent applications; and

WHEREAS, Shure Incorporated, an Illinois corporation having offices located at 5800 West Touly Avenue, Niles, IL 60714 ("ASSIGNEE"), desires to acquire all of ASSIGNOR's right, title and interest to the patents and patent applications listed on Schedule A and to the inventions described and claimed in the aforesaid patents and patent applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said patents and patent applications listed on Schedule A attached hereto, including without limitation, the worldwide rights to the inventions described and claimed therein, any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors. assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the patents and patent applications listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the patents and patent applications listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the patents and patent applications listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the patents and patent applications listed on attached Schedule A. These obligations of assistance by ASSIGNOR shall continue for so long as ASSIGNEE may require such assistance from ASSIGNOR.

ASSIGNOR hereby grants to the law firm of Banner & Witcoff, Ten South Wacker Drive, Suite 3000, Chicago, IL 60606, authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the patents and patent applications listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective as of the date set forth below COUNTY OF MIDDLE +ulle ( , do hereby certify that the above-mentioned person appeared before me this day, and 1. Margaret acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth. Given under my hand and seal this 32 day of 100

**PATENT** 

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By: Marne: Hargin A Tripp
Dated: 12/22/08
STATE OF MASS.
COUNTY OF BEISTOC SS.
STATE OF #455.  COUNTY OF BEISTOL  Ss.  I, Claudate D. Kang, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.
Given under my hand and seal this _d o day of December , 2008.  Claudeth D. Reny
Notary Public

## SCHEDULE A

Title	Inventors and Assignors	Appln. Type	Appln. No. Filing Date	Patent No. Issue Date
Composite acoustic transducers	Robert J. Crowley	utility	US20080152186	pending
Acoustic ribbon transducer arrangements	Robert J. Crowley	utility	US20070274555	pending
Methods for forming and using thin film ribbon microphone elements and the like	Hugh A Tripp Robert J. Crowley	utility	US20070223773	pending
ACOUSTIC RIBBON TRANSDUCER ARRANGEMENTS (PUB)	Robert J. Crowley	utility	WO/2006/047048	pending
Acoustic ribbon transducer	Robert J. Crowley	utility	CN = 200580043532.2	pending
Acoustic ribbon transducer	Robert J. Crowley	utility	JP - 2007-537907	pending
Acoustic ribbon transducer	Robert J. Crowley	utility	EP - 05808347.8	pending

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**RECORDED: 03/02/2009**