# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
David A. PENAKE	01/17/2009
Alexey SALAMINI	01/17/2009
Gordy ROGERS	01/20/2009
Joe WATSON	01/18/2009

### **RECEIVING PARTY DATA**

Name:	ARTICULATE TECHNOLOGIES, INC.		
Street Address:	1776 Sacramento Street		
Internal Address:	<del>‡</del> 402		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94109		

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12357239

## **CORRESPONDENCE DATA**

Fax Number: (212)294-4700

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

Phone: 2122946635

Email: dkumar@winston.com

Correspondent Name: WINSTON & STRAWN LLP - Allan A. Fanucci

Address Line 1: 1700 K Street N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 200063817

ATTORNEY DOCKET NUMBER:	250733-4000	
NAME OF SUBMITTER:	ALLAN A. FANUCCI	

PATENT REEL: 022395 FRAME: 0309

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Total Attachments: 8
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PATENT REEL: 022395 FRAME: 0310

#### ASSIGNMENT

WHEREAS, each of

**David A. PENAKE**, a citizen of the United States of America, residing at 1776 Sacramento Street, #402, San Francisco, California 94109;

Alexey SALAMINI, a citizen of the United States of America, residing at 1330B Guerrero Street, San Francisco, California 94110;

Gordy ROGERS, a citizen of the United States of America, residing at 900 West 190th Street, Apt. 11K, New York, New York 10040;

Joe WATSON, a citizen of the United Kingdom, residing at 114 East 13th Street, Penthouse C, New York, New York 10003

an ASSIGNOR, is an inventor of the invention in METHODS AND DEVICES FOR INTRAORAL TACTILE FEEDBACK, for which an application for a Patent of the United States, identified by Winston & Strawn LLP Docket No. 250733-4000:

	is executed or	even date herewith.		
X	was filed on _	01-21-2009	_ as Application No.	12/357,239.

WHEREAS, ARTICULATE TECHNOLOGIES, INC., a California Corporation, having a place of business at 1776 Sacramento Street #402, San Francisco, CA 94109, ASSIGNEE, is desirous of obtaining each inventor's entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to each inventor, the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire, worldwide right, title and interest in, to and under the invention, including any United States provisional or non-provisional application embodying the invention or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file

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such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made;

And each ASSIGNOR hereby authorizes and requests 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 or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

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In witness whereof, each inventor has affixed his or her signature.

1/17/2009 Date	David A. PENAKE
STATE OF CA  COUNTY OF SC  On this 17 day of 7 AN	JON WAI LEE COMM. #1762257 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Sept. 16, 2011
David A. PENAKE, to me known and k	_, 2009, before me, a Notary Public, personally appeared known to me to be the person of that name, who signed ged the same to be his/her free act and deed.
My Commission Expires	Notary Public
1/17/2.009 Date	Alexey SALAMINI
Alexey SALAMINI, to me known and k	JON WAI LEE COMM. #1762257 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Sept. 16, 2011  , 2009, before me, a Notary Public, personally appeared nown to me to be the person of that name, who signed
My Commission Expires	Notary Public No

- 3 -

1/20/2009 Date	Gordy ROGERS
COUNTY OF  On this	day of, 2009, before me, a Notary ROGERS, to me known and known to me to be the personing instrument and acknowledged the same to be his/her free Notary Public
Date	Joe WATSON
STATE OF	) )
COUNTY OF	j
Joe WATSON, to me known and known	, 2009, before me, a Notary Public, personally appeared own to me to be the person of that name, who signed the sed the same to be his/her free act and deed.
	Notary Public
My Commission Expires	

- 4 -

NY:1217847.1

## ASSIGNMENT

WHEREAS, each of

David A. PENAKE, a citizen of the United States of America, residing at 1776 Sacramento Street, #402, San Francisco, California 94109;

Alexey SALAMINI, a citizen of the United States of America, residing at 1330B Guerrero Street, San Francisco, California 94110;

Gordy ROGERS, a citizen of the United States of America, residing at 900 West 190th Street, Apt. 11K, New York, New York 10040;

Joe WATSON, a citizen of the United Kingdom, residing at 114 East 13th Street, Penthouse C, New York, New York 10003

an ASSIGNOR, is an inventor of the invention in **METHODS AND DEVICES FOR INTRAORAL TACTILE FEEDBACK**, for which an application for a Patent of the United States, identified by Winston & Strawn LLP Docket No. 250733-4000:

	is executed on even date herewith.			
X	01-21-2009	as Application No.	12/357,	239

WHEREAS, ARTICULATE TECHNOLOGIES, INC., a California Corporation, having a place of business at 1776 Sacramento Street #402, San Francisco, CA 94109, ASSIGNEE, is desirous of obtaining each inventor's entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to each inventor, the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire, worldwide right, title and interest in, to and under the invention, including any United States provisional or non-provisional application embodying the invention or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file

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NY:1217847.1

PATENT REEL: 022395 FRAME: 0315 such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale and assignment not been made;

And each ASSIGNOR hereby authorizes and requests 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 or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

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In witness whereof, each inventor has affixed his or her signature.

Date			David A. PENAKE
STA LE OE		)	
COUNTY OF		)	
David A. PEN	AKE, to me know	vn and k	, 2009, before me, a Notary Public, personally appeared nown to me to be the person of that name, who signed ged the same to be his/her free act and deed.
			Notary Public
My Commissio	n Expires		
<b>Da</b> te		·····	Alexey SALAMINI
STA LE OF		)	
COUNTY OF		)	
Alexey SALAN	<b>IINI</b> , to me knov	vn and k	, 2009, before me, a Notary Public, personally appeared nown to me to be the person of that name, who signed ged the same to be his/her free act and deed.
			Notary Public
My Commission	n Expires		

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Date	Gordy ROGERS
STATE OF	)
COUNTY OF	)
On thisPublic, personally appeared Gordy of that name, who signed the foregract and deed.	day of, 2009, before me, a Notary ROGERS, to me known and known to me to be the person oing instrument and acknowledged the same to be his/her free
	Notary Public
My Commission Expires	<del></del>
(1/12/2009	
Date	Joe WATSON
STATE OF NEW YORK COUNTY OF NEW YORK On this 18 day of JANUAR	) ) )
Joe WATSON, to me known and k	, 2009, before me, a Notary Public, personally appeared nown to me to be the person of that name, who signed the diged the same to be his/her free act and deed.
2/21/2011	Notary Public
My Commission Expires	NATACHA: DEER Notary Public - State of New York NO01DE6161423 Qualified in Kings County 204 My Contimission Expires 2124/204

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**RECORDED: 03/13/2009**