

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Phillip A. Hetherington	07/23/2009
RECEIVING PARTY DATA	
Name:	QNX Software Systems (Wavemakers), Inc.
Street Address:	134 Abbott Street, Suite 302
City:	Vancouver, BC
State/Country:	CANADA
Postal Code:	V6B 2K4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12471093
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312 321-4200
Email:	tsieczkowski@usebrinks.com
Correspondent Name:	Brinks Hofer Gilson & Lione
Address Line 1:	P.O. Box 1039
Address Line 4:	Chicago, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	11336/2010 (P08135US)
NAME OF SUBMITTER:	James A. Collins
Total Attachments: 2 source=2010assign#page1.tif source=2010assign#page2.tif	

CH \$40.00 12471093

500925420

PATENT
REEL: 023035 FRAME: 0676

ASSIGNMENT

WHEREAS, **PHILLIP A. HETHERINGTON**, herein after called the “Assignor”, has made the invention described in the United States patent application entitled **AMBIENT NOISE COMPENSATION SYSTEM ROBUST TO HIGH EXCITATION NOISE**, for a full description of which reference is here made to an application for Letters Patent of the United States filed on May 22, 2009, and assigned Application Serial No. 12/471,093;

WHEREAS, **QNX SOFTWARE SYSTEMS (WAVEMAKERS), INC.**, a corporation existing under the laws of Canada and having an office at 134 Abbott Street, Suite 302, in the city of Vancouver, in the Province of British Columbia, V6B 2K4, CANADA, hereinafter the “Assignee”, desires to acquire all right, title and interest in and to the invention and the patent application identified above, and in all Patents, in the United States and in any and all foreign countries which may be obtained from said invention;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefore in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, continuations-in-part, divisions, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATE:

July 23 09

 Phillip A. Hetherington

WITNESSED:

DATE:

July 23, 2009


DATE:

23rd July 2009
