

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Fysh Dadd	07/16/2009
James F. Patrick	07/20/2009
Bart Volckaerts	08/07/2009
Edmond Capcelea	07/16/2009
Peter Gibson	07/15/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cochlear Limited
<b>Street Address:</b>	14-16 Mars Road
<b>City:</b>	Lane Cove, New South Wales
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2066
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12348235
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)293-6229
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	eduong@cblh.com
<b>Correspondent Name:</b>	Michael G. Verga
<b>Address Line 1:</b>	Connolly Bove Lodge & Hutz LLP
<b>Address Line 2:</b>	1875 Eye Street, NW, Suite 1100
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006
<b>ATTORNEY DOCKET NUMBER:</b>	22409-00682-US
<b>NAME OF SUBMITTER:</b>	Michael G. Verga

OP \$40.00 12348235

Total Attachments: 12  
source=682#page1.tif  
source=682#page2.tif  
source=682#page3.tif  
source=682#page4.tif  
source=682#page5.tif  
source=682#page6.tif  
source=682#page7.tif  
source=682#page8.tif  
source=682#page9.tif  
source=682#page10.tif  
source=682#page11.tif  
source=682#page12.tif

**ASSIGNMENT BY INVENTOR**

THIS ASSIGNMENT, made by Fysh Dadd residing in Lane Cove, AUSTRALIA; James F. Patrick residing in Roseville, AUSTRALIA; Bart Volckaerts residing in Borgerhout, BELGIUM; Edmond Capcelea residing in Bondi Junction, AUSTRALIA; and Peter Gibson residing in South Coogee, AUSTRALIA (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in AN OPTICAL NEURAL STIMULATING DEVICE HAVING A SHORT STIMULATING ASSEMBLY ("invention(s)"), set forth in an Application for Letters Patent of the United States, U.S. Patent Application No. 12/348,235, filed on January 2, 2009; and

WHEREAS, Cochlear Limited, having its principal place of business at 14-16 Mars Road, Lane Cove New South Wales 2066, AUSTRALIA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention(s) and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is a lawful owner of the entire right, title and interest in and to the said invention(s) and said application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

ALSO, Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application for Letters Patent above-mentioned above 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.

ALSO, Assignor 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.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said invention(s) and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants all practitioners at Customer Number 30678 (CONNOLLY BOVE LODGE & HUTZ LLP) 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 recordation of this document:

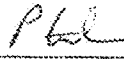
AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: \_\_\_\_\_  
Fysh Dadd

Date: \_\_\_\_\_  
James F. Patrick

Date: \_\_\_\_\_  
Bart Volckaerts

Date: \_\_\_\_\_  
Edmond Capcelea

Date: 15 JUL 09  
  
Peter Gibson

**ASSIGNMENT BY INVENTOR**

**THIS ASSIGNMENT**, made by Fysh Dadd residing in Lane Cove, AUSTRALIA; James F. Patrick residing in Roseville, AUSTRALIA; Bart Volckaerts residing in Borgerhout, BELGIUM; Edmond Capcelea residing in Bondi Junction, AUSTRALIA; and Peter Gibson residing in South Coogee, AUSTRALIA (each hereinafter referred to as Assignor);

**WHEREAS**, Assignor has invented certain new and useful improvements in AN OPTICAL NEURAL STIMULATING DEVICE HAVING A SHORT STIMULATING ASSEMBLY ("invention(s)"), set forth in an Application for Letters Patent of the United States, U.S. Patent Application No. 12/348,235, filed on January 2, 2009; and

**WHEREAS**, Cochlear Limited, having its principal place of business at 14-16 Mars Road, Lane Cove New South Wales 2066, AUSTRALIA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention(s) and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is a lawful owner of the entire right, title and interest in and to the said invention(s) and said application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

ALSO, Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application for Letters Patent above-mentioned above 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.

ALSO, Assignor 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.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said invention(s) and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants all practitioners at Customer Number 30678 (CONNOLLY BOVE LODGE & HUTZ LLP) 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 recordation of this document:

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: \_\_\_\_\_  
Fysh Dadd

Date: 2017/09 \_\_\_\_\_  
James F. Patrick

Date: \_\_\_\_\_  
Bart Volckaerts

Date: \_\_\_\_\_  
Edmond Capcelea

Date: \_\_\_\_\_  
Peter Gibson



**ASSIGNMENT BY INVENTOR**

THIS ASSIGNMENT, made by Fysh Dadd residing in Lane Cove, AUSTRALIA; James F. Patrick residing in Roseville, AUSTRALIA; Bart Volckaerts residing in Borgerhout, BELGIUM; Edmond Capcelea residing in Bondi Junction, AUSTRALIA; and Peter Gibson residing in South Coogee, AUSTRALIA (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in AN OPTICAL NEURAL STIMULATING DEVICE HAVING A SHORT STIMULATING ASSEMBLY ("invention(s)"), set forth in an Application for Letters Patent of the United States, U.S. Patent Application No. 12/348,235, filed on January 2, 2009; and

WHEREAS, Cochlear Limited, having its principal place of business at 14-16 Mars Road, Lane Cove New South Wales 2066, AUSTRALIA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention(s) and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is a lawful owner of the entire right, title and interest in and to the said invention(s) and said application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

ALSO, Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application for Letters Patent above-mentioned above 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.

ALSO, Assignor 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.

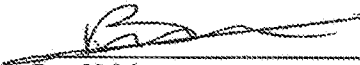
AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said invention(s) and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants all practitioners at Customer Number 30678 (CONNOLLY BOVE LODGE & HUTZ LLP) 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 recordation of this document:

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: \_\_\_\_\_  
Fysh Dadd

Date: \_\_\_\_\_  
James F. Patrick

Date: 7 August 2003  
  
Bart Volckaerts

Date: \_\_\_\_\_  
Edmond Capcelea

Date: \_\_\_\_\_  
Peter Gibson

**ASSIGNMENT BY INVENTOR**

**THIS ASSIGNMENT**, made by Fysh Dadd residing in Lane Cove, AUSTRALIA; James F. Patrick residing in Roseville, AUSTRALIA; Bart Volckaerts residing in Bergerhout, BELGIUM; Edmond Capcelea residing in Bondi Junction, AUSTRALIA; and Peter Gibson residing in South Coogee, AUSTRALIA (each hereinafter referred to as Assignor);

**WHEREAS**, Assignor has invented certain new and useful improvements in AN OPTICAL NEURAL STIMULATING DEVICE HAVING A SHORT STIMULATING ASSEMBLY ("invention(s)"), set forth in an Application for Letters Patent of the United States, U.S. Patent Application No. 12/348,235, filed on January 2, 2009; and

**WHEREAS**, Cochlear Limited, having its principal place of business at 14-16 Mars Road, Lane Cove New South Wales 2066, AUSTRALIA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention(s) and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is a lawful owner of the entire right, title and interest in and to the said invention(s) and said application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**ALSO**, Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application for Letters Patent above-mentioned above 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.

**ALSO**, Assignor 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.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said invention(s) and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants all practitioners at Customer Number 30678 (CONNOLLY BOVE LODGE & HUTZ LLP) 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 recordation of this document:

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 16 Jul 09

  
Fysh Dadd

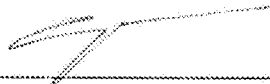
Date: \_\_\_\_\_

\_\_\_\_\_  
James F. Patrick

Date: \_\_\_\_\_

\_\_\_\_\_  
Bart Volckaerts

Date: 16/07/09

  
Edmond Capéelea

Date: \_\_\_\_\_

\_\_\_\_\_  
Peter Gibson