

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GN Netcome, Inc.	08/25/2009
RECEIVING PARTY DATA	
Name:	GN ReSound A/S
Street Address:	Lautrupbjerg 9
City:	Ballerup
State/Country:	DENMARK
Postal Code:	2750
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7116792
Patent Number:	6700985
Patent Number:	7027603
CORRESPONDENCE DATA	
Fax Number:	(408)877-1662
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-321-8663
Email:	kl@viplawgroup.com
Correspondent Name:	Gerald Chan
Address Line 1:	Vista IP Law Group
Address Line 2:	1885 Lundy Avenue, Suite 108
Address Line 4:	San Jose, CALIFORNIA 95131
NAME OF SUBMITTER:	Gerald Chan
Total Attachments: 8 source=Assignment from GNN to GNR#page1.tif source=Assignment from GNN to GNR#page2.tif source=Assignment from GNN to GNR#page3.tif	

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AGREEMENT FOR ASSIGNMENT AND LICENSE OF PATENT

This Agreement for assignment and license of patent (the "Agreement") is made and effective 1 July 2009 (the "Effective Date")

BETWEEN:

GN Netcom, Inc. (the "Seller"), a corporation organized and existing under the laws of the United States, with its head office located at 77 Northeastern Blvd, Nashua, NH 03062.

AND:

GN ReSound A/S (the "Buyer"), a corporation organized and existing under the laws of the kingdom of Denmark, with its head office located at Lautrupbjerg 9, 2750 Ballerup, Denmark.

Seller and Buyer are collectively referred to as the "Parties" and in the singular as a "Party".

WHEREAS, Seller is the owner of certain Intellectual Property identified in Schedule A attached to this Agreement;

WHEREAS, Buyer wishes to irrevocably acquire the Intellectual Property and exploit such property, subject to the rights and obligations under the Motorola Agreement.

NOW, THEREFORE, the Parties agree as follows:

1 Definitions

"**Intellectual Property Rights**" or "**IPR**" means the Patent owned by Seller and sold to the Buyer, relating to the Intellectual Property described in Schedule A.

"**Motorola Agreement**" means the termination and release agreement with Motorola, Inc. dated 4 May 2000.

"**Bidcom Agreement**" means the IPR acquisition agreement of 22 November 2002 between Seller and Buyer, a copy of which is included as Schedule B.

2 Sale and Assignment of intellectual property

2.1 Seller hereby irrevocably transfers and assigns to Buyer all rights, title, and interest in and to the Intellectual Property Rights.

3 Consideration

3.1 No purchase price shall be payable by Buyer.

3.2 Seller has no longer any direct interest in the IPR listed schedule A, and wishes not further to prosecute and maintain this IPR. According to the Bidcom agreement sec. 11.2 Buyer then has the right to re-acquire the listed IPR.

4 Grant of License.

4.1 Buyer grants to Seller a non-exclusive, non-transferable royalty free license to the Intellectual Property, subject to the rights and obligations pursuant to the Motorola and Bidcom Agreements.

5 Non-Exclusivity

5.1 Seller acknowledges that license agreements may be entered into between Buyer and third party licensees granting to such licensees a non-exclusive license to the Intellectual Property. However, Buyer shall not be allowed to directly or indirectly license, sell or otherwise transfer the IPR to Sellers direct competitors. Direct competitors shall encompass businesses which are developing, producing, marketing, distribution, selling and /or exporting products which are competing with one or more of the products developed, produced, marketed and/or sold by the Seller. At the time of this Agreement Plantronics is among companies that directly competes with the Seller.

5.2 Further, Buyer acknowledges that the Intellectual Property has been licensed to, or is co-owned by Motorola under the Motorola Agreement, a copy of which is included as Schedule B.

6 Representations and Warranties

6.1 Seller represents and warrants to Buyer:

- (a) Seller has the right, power and authority to enter into this Agreement;
- (b) Seller is the exclusive owner of all right, title and interest in the Intellectual Property;
- (c) The Intellectual Property does not infringe the rights of any person or entity;
- (d) There are no claims, pending or threatened, with respect to Seller's rights in the Intellectual Property;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (f) Seller is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

7 Maintenance of patents and infringement

7.1 **Maintenance of Patents.** Buyer in its sole discretion shall decide what steps shall be taken to maintain the IPR already granted. All costs connected with the maintenance and issuance of IPR after June 21, 2009 shall be paid by Buyer. Seller understands that Buyer may, subject to Section 7.2 hereof, discontinue the maintenance of any or all of the IPR, and Seller agrees that it shall not have any right of compensation or any other claim against Buyer based on the fact that the IPR or some of them may lapse.

7.2 **Seller's Option.** In the event that Buyer determines at any time that it intends to discontinue the maintenance of any or all of the IPR, Buyer shall provide written notice thereof to Seller, prior to Buyer abandoning any rights in or to such IPR ("Abandonment Notice"). Seller shall have the exclusive option, exercisable by written notice to Buyer within thirty (30) days of the date on which Seller receives such Abandonment Notice from Buyer, to re-acquire any or all of the IPR which are the subject of the Abandonment Notice, at such reasonable nominal cost as may be agreed between the parties.

7.3 **Infringement Proceedings.** In the case of any third party infringing the IPR or any Intellectual Property Rights connected therewith, regardless of the time at which such infringement began, and Buyer do not wish to initiate legal proceedings to prevent such infringement, Seller shall have the right to initiate such proceedings. If Seller decides to initiate legal proceedings Buyer shall, if requested and at Seller's expense, cooperate with Seller in this regard to the extent not contrary

to the interest of Seller. All costs incurred in connection with any such legal proceedings requested by Seller shall be borne by Seller.

8 Amendment

8.1 This Agreement shall not be amended, supplemented or modified except by written instruments signed by or on behalf of both Parties hereto.

9 Severability

9.1 If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

10 Agreement to Perform Necessary Acts

10.1 Buyer agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11 **Governing Law**

- 11.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Denmark.
- 11.2 Any dispute or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration).
- 11.3 The arbitration tribunal shall be composed by three arbitrators; one arbitrator appointed by Seller, one arbitrator appointed by Buyer and the umpire and third arbitrator shall be elected by the two other arbitrators.
- 11.4 If any of the Parties fails to appoint an arbitrator or if the arbitrators fail to elect a chairman the remaining arbitrators shall be appointed by the Institute.
- 11.5 The place of arbitration shall be Denmark. The language of the arbitration shall be English.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date indicated below.

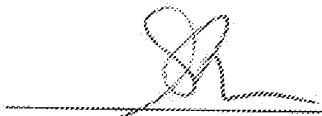
Date: 25-08 2009

GN ReSound A/S


GN Netcom, Inc.

Authorized Signature:

Authorized Signature:



Nikolai Bisgaard
VP IPR & Industry Relations



Print Name and Title

Jerry M. ...
President, GN Netcom, Inc.

SCHEDULE A

PATENT

<u>Region:</u>	<u>Registration#:</u>	<u>Application#:</u>	<u>Title:</u>
EP		99930165.8	High Quality Open-Canal Sound Transduction Device and Method
US	7,116,792 B1	09/610,188	Improved directional Microphone System
EP		01948737.0	Improved directional Microphone System
US	6,700,985	09/107,417	Ear Level Noise Rejection Voice Pickup Method and Apparatus
US	7,027,603	10/372,693	Ear Level Noise Rejection Voice Pickup Method and Apparatus
EP		99930169.0	Ear Level Noise Rejection Voice Pickup Method and Apparatus

SCHEDULE B

MOTOROLA AGREEMENT

SCHEDULE C

BIDCOM AGREEMENT
