

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jim Tiemens	10/26/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sperian Hearing Protection, LLC, a Delaware limited liability company
<b>Street Address:</b>	7828 Waterville Road
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92154
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29345845
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(972)731-2289
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	972-731-2288
<b>Email:</b>	DallasPatents@dfw.conleyrose.com
<b>Correspondent Name:</b>	Kristin Jordan Harkins
<b>Address Line 1:</b>	5601 Granite Parkway, Suite 750
<b>Address Line 4:</b>	Plano, TEXAS 75024
<b>ATTORNEY DOCKET NUMBER:</b>	SPER 4258-14400
<b>NAME OF SUBMITTER:</b>	Kristin Jordan Harkins
<b>Total Attachments: 3</b> source=4258-14401 Executed Assignment#page1.tif source=4258-14401 Executed Assignment#page2.tif source=4258-14401 Executed Assignment#page3.tif	

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**PATENT**  
**REEL: 023664 FRAME: 0736**

**ASSIGNMENT**

WHEREAS, the Undersigned has invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been filed on the date set forth below; and

WHEREAS, Sperian Hearing Protection, LLC (hereinafter referred to as "Assignee"), a Delaware limited liability company, with an address of 7828 Waterville Road, San Diego, California 92154, desires to acquire the Undersigned's entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Undersigned:

Hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, filed on October 22, 2009, and assigned U.S. Design Patent Application Serial No. 29/345,845, or, if not identified here by filing date and serial number, executed by me on even date, entitled:

**EARPLUG**

and in and to said application and all applications that claim priority to said Application Serial No. 29/345,845 and all non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agrees that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the Undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Agree that the Undersigned will upon request of Assignee, render prompt assistance and cooperation in the prosecution of legal proceedings involving said improvements, said applications and patents granted thereon, including reexaminations, reissues, interferences, priority contests, public use proceedings and court proceedings, and testify in such proceedings if requested, provided, however, that the expense which may be incurred by the Undersigned in lending such assistance and cooperation be paid by Assignee; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Undersigned, except as set forth below, and that full right to convey the same as herein expressed is possessed by the Undersigned.

This assignment shall be binding on the heirs and legal representatives of the Undersigned.

Full name of inventor: Jim Tiemens  
Post Office Address: 28602 Rancho Del Lago  
Laguna Niguel, CA 92677

Citizenship: US

Signature



STATE OF California §  
COUNTY OF San Diego §

This 26<sup>th</sup> day of October, 2009, before me, personally appeared the above-named Jim Tiemens, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

See Attached Certificate  
Notary Public

My commission expires: 12-11-12

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 10-26-09 before me, L.J. Orozco, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jim Tiemens  
Name(s) of Signor(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public