

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sean Lineaweaver	10/01/2009
Gregory H. Wakefield	10/14/2009
RECEIVING PARTY DATA	
Name:	Cochlear Limited
Street Address:	14-16 Mars Road
City:	Lane Cove, New South Wales
State/Country:	AUSTRALIA
Postal Code:	2066
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12557208
CORRESPONDENCE DATA	
Fax Number:	(202)293-6229
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	eduong@cblh.com
Correspondent Name:	Michael G. Verga
Address Line 1:	Connolly Bove Lodge & Hutz LLP
Address Line 2:	1875 Eye Street, NW, Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	22409-00699-US
NAME OF SUBMITTER:	Michael G. Verga

Total Attachments: 6
 source=22409_00699_US_ASS#page1.tif
 source=22409_00699_US_ASS#page2.tif
 source=22409_00699_US_ASS#page3.tif

501101827

**PATENT
 REEL: 023986 FRAME: 0630**

OP \$40.00 12557208

source=22409_00699_US_ASS#page4.tif
source=22409_00699_US_ASS#page5.tif
source=22409_00699_US_ASS#page6.tif

Atty. Docket No.: 22409-00699-US

Appl. No.: 12/557,208
Filed: September 10, 2009**ASSIGNMENT BY INVENTOR**

THIS ASSIGNMENT, made by Sean Lineaweaver, residing in Parker, CO, UNITED STATES, and Gregory H. Wakefield, residing in Ann Arbor, MI, UNITED STATES, (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in USING A GENETIC ALGORITHM TO FIT A MEDICAL IMPLANT SYSTEM TO A PATIENT ("invention(s)"), set forth in Patent Application No. 12/557,208, filed on September 10, 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 Patent Application, 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 said invention(s) and said Patent Application, 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 Patent Application, 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

Atty. Docket No.: 22409-00699-US

Appl. No.: 12/557,208
Filed: September 10, 2009

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 Patent Application, 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.

AND Assignor acknowledges an obligation of assignment of said invention(s) to Assignee at the time said invention(s) was/were made.

ALSO, Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said Patent Application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention(s), including additional documents that may be required to affirm the rights of Assignee in and to said invention(s), 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 said invention(s) 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 any Letters Patent of the United States to be obtained therefore and thereon the Patent Application to Assignee, as Assignee of said invention(s) and any Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

Atty. Docket No.: 22409-00699-US

Appl. No.: 12/557,208
Filed: September 10, 2009

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.

Date: 10.1.09 
Sean Lineaweaver

Date: _____
Gregory H. Wakefield

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Sean Lineaweaver, residing in Parker, CO, UNITED STATES, and Gregory H. Wakefield, residing in Ann Arbor, MI, UNITED STATES, (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in USING A GENETIC ALGORITHM TO FIT A MEDICAL IMPLANT SYSTEM TO A PATIENT ("invention(s)"), set forth in Patent Application No. 12/557,208, filed on September 10, 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 Patent Application, 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 said invention(s) and said Patent Application, 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 Patent Application, 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 Patent Application, 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.

AND Assignor acknowledges an obligation of assignment of said invention(s) to Assignee at the time said invention(s) was/were made.

ALSO, Assignor hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said Patent Application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention(s), including additional documents that may be required to affirm the rights of Assignee in and to said invention(s), 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 said invention(s) 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 any Letters Patent of the United States to be obtained therefore and thereon the Patent Application to Assignee, as Assignee of said invention(s) and any Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

Atty. Docket No.: 22409-00699-US

Appl. No.: 12/557,208

Filed: September 10, 2009

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.

Date: _____

Sean Lineaweaver

Date: 10/14/09


Gregory H. Wakefield