

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David B Fogel	04/16/2007
Gary B Fogel	04/16/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Natural Selection, Inc.
<b>Street Address:</b>	9330 Scranton Road Suite 150
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92121
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12297435
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)455-7677
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	NATSEL-003PCTUS
<b>NAME OF SUBMITTER:</b>	Timothy N. Ellis
<b>Total Attachments: 1</b> source=tinnitus assignment for recordation#page1.tif	

OP \$40.00 12297435

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**PATENT**  
**REEL: 025497 FRAME: 0059**

## ASSIGNMENT

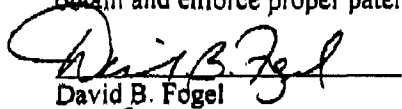
Whereas, we, David B. Fogel and Gary B. Fogel, have invented certain new and useful improvements disclosed in a patent application titled "Method and device for tinnitus masking";

And whereas Natural Selection, Inc., a California corporation, (hereafter, together with any successors, legal representatives or assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application:

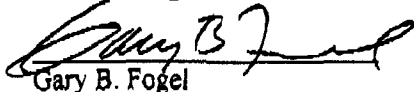
Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to said improvements, and said application and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country (and under other agreements granting priority rights), and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries or regional patent offices or the WIPO, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries and regional patent offices; and we hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

Each of us hereby covenants that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

Each of us hereby further covenants and agrees that we will communicate to Assignee any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries.

  
David B. Fogel

Date: 16 April 2007

  
Gary B. Fogel

Date: 16 April 2007