

Altera Docket No. 00630.0377-US-01

Form PTO 1595

Recordation Form Cover Sheet

U.S. Department of Commerce

**PATENTS ONLY**

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

## 1. Name of conveying party(ies)

Joshua R. Bryant

## 2. Name and address of receiving party(ies):

GN Netcom A/S  
Lautrupbjerg 7  
DK-2750 Ballerup  
DenmarkAdditional names(s) of conveying party(ies) ☐ Yes ☒ NoAdditional name(s) & addresses attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐
- Assignment
- ☐
- Merger
- 
- ☐
- Security Agreement
- ☐
- Change of Name

☒ Other – Purchase Agreement / Assignment

Execution Date: 14 November 2011

## 4. Application number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of the application is:

## A. Patent Application Number(s)

Patent Number(s)  
8059845Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name Michael B. Lasky  
Address: Altera Law Group  
120 South Sixth Street, Suite 1700  
Minneapolis, MN 55402

## 6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. §3.41) \$40.00  
☒ Authorized to charge deposit account 50-1038

8. Please charge any additional fees or credit any overpayments to our Deposit Account number: 50-1038

DO NOT USE THIS SPACE

## 9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael B. Lasky  
Name of Person Signing/Michael Lasky/  
SignatureDecember 13, 2011  
Date

Total number of pages including cover sheet, attachments, and document: 11

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on the date shown below.

/Jennifer Armstrong/  
Jennifer ArmstrongDecember 13, 2011  
Date

November 15, 2011

**PATENT PURCHASE AGREEMENT**

This PATENT PURCHASE AGREEMENT (the "**Agreement**"), by and between GN Netcom A/S, a Danish corporation, with an office at Lautrupbjerg 7, DK-2750 Ballerup, Denmark (the "**Purchaser**") and Joshua R. Bryant, a US citizen, having his address at 625 Elm St., Bridgeville, PA 15017, USA (the "**Seller**") is entered into as the date of the last signature (the "**Effective Date**"). Seller and Purchaser are each referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, pursuant to this Agreement Seller agrees to sell, and Purchaser agrees to purchase certain patent rights;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignment.

Subject to payment of the Purchase Amount, Seller hereby irrevocably conveys, transfers, assigns and delivers to Purchaser all right, title and interest in and to (collectively, the "**Patent Rights**"): (a) the provisional patent applications, patent applications and patents listed in Exhibit A (the "**Patents**"); (b) all patents and patent applications to which any of the Patents directly or indirectly claims priority or for which any of the Patents directly or indirectly forms a basis for priority; (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any of the foregoing; (d) all foreign patents, patent applications, and counterparts relating to any of the foregoing; (e) all inventions, invention disclosures, and discoveries described in any of the foregoing that are or could have been included in any claim or are capable of being reduced to a patent claim in any of the foregoing; (f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the foregoing; (g) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the foregoing, including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current, and future infringement; and (h) all rights to collect royalties and other payments under or on account of any of the foregoing.

2. Representations, Warranties and Additional Covenants.

2.1 Seller hereby represents, warrants and covenants the following:

(a) Seller owns all right, title, and interest to the Patent Rights. Seller has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patent Rights, other than customary prosecution activities. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights. No licenses under the Patent Rights have been granted or retained.

(b) None of the research and development that led to the inventions which are the subject of the Patent Rights and none of the technology or know-how incorporated in those inventions were financed by any governmental institution. There is no obligation imposed by a standards- setting organization to license any of the Patent Rights on particular terms or conditions.

(c) Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or, to Seller's knowledge, enjoyment of the Patent Rights as a result of any prior transaction involving Seller or any prior owner of any of the Patent Rights.

(d) None of the Patents has ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and, with the exception of publicly available documents in the applicable patent office recorded with respect to patents and patent application, Seller does not know of and has not received any notice or information of any kind from any source suggesting that the Patents may be invalid, unpatentable, or unenforceable, other than prior art identified in the relevant Patent Materials. To the extent "small entity" fees were paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate.

(e) To Seller's knowledge, none of Seller, prior owner or their respective agents or representatives have engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement, including, without limitation, misrepresenting the Patents to a standard-setting organization.

(f) Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Seller has not invited any third party to enter into a license under any of the Patents. Seller has not initiated any enforcement action with respect to any of the Patents.

(g) None of the Patents has been or is currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or threatened.

(h) All issue, maintenance fees, annuities, and the like due or payable on the Patents have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable (e.g., the fee payment window

opens) even if the surcharge date or final deadline for payment of such fee would be in the future.

(i) Seller will not take any action inconsistent with granting the Patent Rights to Purchaser as set forth herein.

### 3. Cooperation and Delivery of Patent Materials.

3.1 Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser or its legal counsel as directed by Purchaser, a copy of the patent application, as filed, the docket and prosecution history files, and all other files, documents and other tangible things relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Patent Rights that are in Seller's custody or control, including, without limitation, contact information for prosecution counsel and agents and information current as of the Effective Date regarding deadlines, payment and filings with respect to the prosecution and maintenance of the Patents (collectively, the "Patent Materials"). Seller will continue to prosecute, maintain, and defend the Patents at its sole expense until the date the Purchase Price is required to be paid hereunder.

3.2 At the reasonable request of Purchaser at any time now or hereafter, Seller agrees to reasonably cooperate with Purchaser and to execute and deliver such other instruments and do and perform such other lawful acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby. Such cooperation by Seller shall include production of pertinent facts and documents, execution of petitions, oaths, specifications, declarations or other papers, and other assistance to the extent reasonably necessary or desirable (a) for perfecting in Purchaser the right, title and interest herein conveyed; (b) for filing and prosecuting any reexamination request relating to the Patent Rights; (c) for filing and prosecuting applications for reissuance of any of the Patent Rights; (d) for interference or other priority proceedings involving the Patent Rights; or (e) for legal proceedings involving the Patent Rights for infringement actions and court actions; provided, however, that the expenses reasonably incurred by Seller in providing such cooperation at Purchaser's request shall be paid for by Purchaser. Seller hereby gives Purchaser power-of-attorney to execute documents in the name of Seller in order to effectuate the recordation of the transfers of any portion of the Patent Rights in any governmental filing office in the world.

3.3 Seller understands that the Patent Materials constitute confidential information of Purchaser and agrees to maintain such materials and the information contained therein in confidence and not disclose such materials or information to any third party unless (a) disclosure is ordered by a court of competent jurisdiction, after all appropriate appeals to prevent disclosure have been exhausted, and (b) if allowed under applicable law, Seller gave Purchaser prompt notice upon learning that any third party sought or intended to seek a court order requiring the disclosure of any such portion of the Patent Materials.

4. Payment.

In consideration of the assignment of the Patent Rights, within 10 business days after the date that all of the Patent Materials and a copy of this Agreement and the Patent Assignment attached hereto as Exhibit A are signed by Seller and delivered to Purchaser at the address above, Purchaser shall pay to Seller Twenty Eight Thousand U.S. Dollars (US \$28,000) (the "Purchase Price"). Payment of the Purchase Price shall be made by wire transfer to such bank account as designated by Seller in writing. Seller acknowledges that payment of the Purchase Amount to such account constitutes the complete compensation payable to Seller in connection with the assignment and transfer of the Patent Rights and Patent Materials.

5. Termination.

Each Party shall have the right to terminate this Agreement by written notice to the other Party prior to payment of the Purchase Price in the event the other Party materially breaches its obligations hereunder and fails to cure such breach within ten (10) business days after receipt of written notice of such breach.

6. Additional Terms.

6.1 Confidentiality of Terms. The Parties will keep the terms of this Agreement confidential and will not disclose such terms to any third party other than its agents and representatives who are bound by comparable obligations of confidentiality, except Purchaser may disclose the terms in connection with perfecting, exercising, enforcing, and otherwise enjoying the Patent Rights granted hereunder, and either Party may disclose the terms with the prior written consent of the other Party and as may be required by law or legal process.

6.2 Governing Law; Venue/Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Delaware, without reference to its choice of law principles to the contrary. Seller and Purchaser will not commence or prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement other than in the state or federal courts located in Delaware. Seller and Purchaser irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.

6.3 Notices. All notices given hereunder will be given in writing (in English or with an English translation), will refer to Purchaser and to this Agreement and will be delivered to the address set forth above, or such other address as designated by the applicable Party in writing, by (i) personal delivery, (ii) delivery postage prepaid by an internationally-recognized express courier service. Notices to the Purchaser shall be addressed to the attention of Karsten Langhorn, VP IPR & Company Approvals, or such other individual as designated by Purchaser in writing. Notices are deemed given on receipt.

6.4 Relationship of Parties. The parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or

implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

6.5 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

6.6 Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

6.7 Additional Terms. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.

6.8 Counterparts; Electronic Signature; Delivery Mechanics. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Each party will execute and promptly deliver to the other parties a copy of this Agreement bearing the original signature. Prior to such delivery, in order to expedite the process of entering into this Agreement, the parties acknowledge that a copy bearing a signature of a party that is reproduced or transmitted via email of a pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and transmission will be deemed an original.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the date set forth below.

SELLER

By: 

PURCHASER:

By: 

Print name: Josh A. Engert  
Date: 11/14/11

Print Name: KARSTEN LANGHORN  
Date: 15. Nov. 2011

**EXHIBIT A  
ASSIGNED PATENTS**

| Patent or Application No.  | Country | Filing Date                    | Title of Patent and First Named Inventor                              |
|--|---------|--------------------------------|---|
| Application no. 12/011,680<br><br>Pub. no. 2008/0181444 A1<br><br>The patent application will<br>issue as pat. no. 8,059,845 | US      | 01/29/2008<br><br>(01/29/2007) | IN EAR COMMUNICATION<br>DEVICE AND STABILIZER<br><br>Joshua R. Bryant |



**EXHIBIT B**  
**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Joshua R. Bryant, a US citizen, having his address at 625 Elm St., Bridgeville, PA 15017, USA ("Assignor"), does hereby sell, assign, transfer, and convey unto GN Netcom A/S, a Danish limited liability company, having its address at Lautrupbjerg 7, DK-2750 Ballerup, Denmark ("Assignee"), or its designees, all right, title, and interest existing today as well as any that may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

(a) the provisional patent applications, patent applications and patents listed in the following table (the "Patents")

| Patent or Application No.   | Country | Filing Date                    | Title of Patent and First Named Inventor                              |
|---|---------|--------------------------------|---|
| Application no. 12/011,680<br><br>Pub. no. 2008/0181444 A1<br><br>The patent application will issue as pat. no. 8,059,845 | US      | 01/29/2008<br><br>(01/29/2007) | IN EAR COMMUNICATION<br>DEVICE AND STABILIZER<br><br>Joshua R. Bryant |

(b) all patents and patent applications to which any of the Patents directly or indirectly claims priority or for which any of the Patents directly or indirectly forms a basis for priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any of the foregoing;

(d) all foreign patents, patent applications, and counterparts relating to any of the foregoing;

(e) all inventions, invention disclosures, and discoveries described in any of the foregoing that are or could have been included in any claim or are capable of being reduced to a patent claim in any of the foregoing;

(f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the foregoing;

(g) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the foregoing, including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current, and future infringement; and

(h) all rights to collect royalties and other payments under or on account of any of the foregoing.

Assignor represents and warrants that it is the sole and exclusive owner of the Patent Rights and owns the Patent Rights free and clear of any liens or encumbrances.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein. At the reasonable request of Purchaser at any time now or hereafter, Assignor agrees to reasonably cooperate with Purchaser and to execute and deliver such other instruments and do and perform such other lawful acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby; provided, however, that the expenses reasonably incurred by Assignor in providing such cooperation at Purchaser's request shall be paid for by Purchaser. Assignor hereby gives Purchaser power-of-attorney to execute documents in the name of Assignor in order to effectuate the recordation of the transfers of any portion of the Patent Rights in any governmental filing office in the world.

This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Delaware, without reference to its choice of law principles to the contrary. The terms and conditions of this Assignment of Patent Rights will be binding upon Assignor, its successors, assigns, and other legal representatives and will inure to the benefit of Assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Citizens Bank, 500 Grant St. Pittsburgh, PA 15219 on November 14, 2011.

**ASSIGNOR: Joshua R. Bryant**


*(Signature MUST be notarized)*

STATE OF Pennsylvania

COUNTY OF Allegheny

On November 14, 2011 before me, Jack Pelles, Notary Public in and for said State, personally appeared Joshua R. Bryant, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature /s/  \_\_\_\_\_

Jack Pelles Jack Pelles

(Seal) \_\_\_\_\_

