

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Grant Donald Searchfield</td> <td>10/17/2011</td> </tr> <tr> <td>Kei Kobayashi</td> <td>10/17/2011</td> </tr> <tr> <td>Samuel Irving</td> <td>10/17/2011</td> </tr> </tbody> </table>		Name	Execution Date	Grant Donald Searchfield	10/17/2011	Kei Kobayashi	10/17/2011	Samuel Irving	10/17/2011
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Grant Donald Searchfield	10/17/2011								
Kei Kobayashi	10/17/2011								
Samuel Irving	10/17/2011								
RECEIVING PARTY DATA									
Name:	Auckland UniServices Limited								
Street Address:	Level 10, 70 Symonds Street								
City:	Auckland								
State/Country:	NEW ZEALAND								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13501050</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13501050				
Property Type	Number								
Application Number:	13501050								
CORRESPONDENCE DATA									
Fax Number:	(212)588-0500								
Phone:	(212) 588-0800								
Email:	lyoung@flhlaw.com								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Correspondent Name:	FROMMER LAWRENCE & HAUG								
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Address Line 4:	NEW YORK, NEW YORK 10151								
ATTORNEY DOCKET NUMBER:	930095-2028								
NAME OF SUBMITTER:	Ronald R. Santucci								
Total Attachments: 5 source=01122714#page1.tif source=01122714#page2.tif source=01122714#page3.tif source=01122714#page4.tif source=01122714#page5.tif									

CH \$40.00 13501050

## DEED OF ASSIGNMENT

THIS DEED made this Twenty-second day of December 2010

### BETWEEN

**Grant Donald Searchfield**, a New Zealand citizen of 51 Tainui Road, Waima, Auckland New Zealand,

**Kei Kobayashi**, a Japanese citizen of 24 Farquhar Road, Glendene, Waitakere, New Zealand, and

**Samuel Irving**, a British citizen of 4/17 Laurie Avenue, Parnell, Auckland, New Zealand, (the "Inventors")

### AND

**Auckland UniServices Limited**, a New Zealand Company of Level 10, 70 Symonds Street, Auckland, New Zealand, (the "Assignee")

### BACKGROUND

A. The Assignee is responsible for the management of all of the intellectual property rights of the University of Auckland, and all of those rights are vested by the University of Auckland in the Assignees.

B. The Inventors are employees of, are contracted to, have been commissioned by, or have or will be remunerated financially or otherwise by, the University of Auckland or the Assignees, and in the course of this relationship conducted research which resulted in an invention entitled **TINNITUS TREATMENT SYSTEM AND METHOD** for which a provisional patent application was filed on **09 October 2010** and allocated the number **NZ580350** (the "Invention"), and has subsequently resulted in developments, modifications or improvements (the "Developments") which have been included in international patent application number **PCT/NZ2010/000202** (the "Application").

C. In the course of producing the Developments the Inventors have produced or had produced works in which copyright may exist, including, without limitation, sketches, drawings, photographs, formulae, prototypes, models, descriptions, tables, technical data and databases (the "Works").

D. The Inventors have already assigned all his/her rights in the Invention to the Assignee.

E. The Inventors and the Assignee agree: that all rights in the Developments, the Works and the Application for all countries and regions of the world, including the right to file for, obtain and maintain any patentable invention, copyright, design or other form of intellectual property, belong to the Assignees.

NOW THIS DEED WITNESSES

1. In consideration of the employment, contract, commissioning and/or other valuable consideration, and one dollar New Zealand currency (NZ\$1.00), the receipt and sufficiency of which the Inventors acknowledge, the Inventors HEREBY ASSIGN AND TRANSFER to the Assignees, its successors and assign, absolutely, all their rights, titles and interests in the Developments, the Works and the Application for all countries and regions of the world, including, without limitation, the right to apply for, claim Convention priority in respect of, obtain and hold intellectual property protection for the Invention, including the Developments, and/or Works, by way of patent, copyright, design or any other form of protection which may be available in any country or region.


2. The Inventors undertake to carry out any functions, including the execution of any documents, which may be necessary to give effect to the assignment of rights in any country or region, including for the filing, obtaining, maintenance or enforcement of any patent, design, copyright or other intellectual property rights in the name of the Assignees, at the reasonable request and expense of the Assignees.

3. To the extent that the Inventors signatures required under clause 2 above cannot practically be obtained, the Inventors hereby grant the Assignees an irrevocable power of attorney to sign any document on their behalf for any specific purpose covered by clause 2 above, but for no other purpose.

4. Further, in respect of the Works, the Inventors hereby waive any moral rights capable of waiver, including the right to be acknowledged as author of any such Works and the right to object to derogatory treatment of the Works. For the sake of clarification, this clause does not interfere with the Inventors' rights to be named as inventors on any patent application.

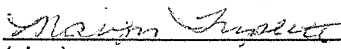
IN WITNESS WHEREOF this Deed has been executed the day and year first written above

Signature of the Inventors


  
\_\_\_\_\_

Grant Donald Searchfield

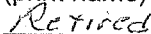
in the presence of

  
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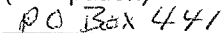
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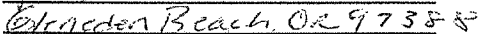
  
\_\_\_\_\_

(print name)

  
\_\_\_\_\_

(occupation)

  
\_\_\_\_\_

  
\_\_\_\_\_

(address)

\_\_\_\_\_  
Kei Kobayashi

\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(print name)

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**IN WITNESS WHEREOF this Deed has been executed the day and year first written above**

Signature of the Inventors

in the presence of


\_\_\_\_\_  
Grant Donald Searchfield


\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(occupation)

\_\_\_\_\_  
(address)

  
\_\_\_\_\_  
Kei Kobayashi


  
\_\_\_\_\_  
(sign)

Heather Seal  
\_\_\_\_\_  
(print name)

Administrative Assistant  
\_\_\_\_\_

\_\_\_\_\_  
Samuel Irving

Signed for and on behalf of  
Auckland UniServices Limited  
By

  
\_\_\_\_\_  
HARDING  
(print name)  
Director

\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
Director

(occupation)  
13 Tare St  
New Lynn AUCKLAND 10600  
\_\_\_\_\_  
(address)

\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(occupation)

\_\_\_\_\_  
(address)

in the presence of

\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(occupation)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(sign)

\_\_\_\_\_  
(print name)


\_\_\_\_\_  
(occupation)

\_\_\_\_\_  
(address)

  
\_\_\_\_\_  
Samuel Irving

(occupation)  
RESEARCHER

(address)  
25/1-25 BARKLY STREET, CARLTON, VIC, AUSTRALIA

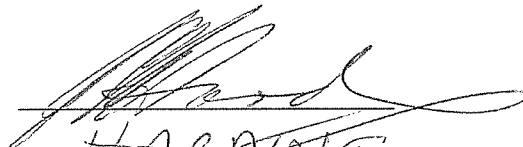
(sign) 

(print name)  
SAMUEL IRVING


(occupation)  
RESEARCHER


(address)  
25/1-25 BARKLY STREET, CARLTON, VIC, AUSTRALIA

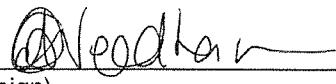
Signed for and on behalf of  
Auckland UniServices Limited  
By

  
HARBING  
(print name)  
Director

in the presence of

  
(sign)  
LILY JEYARATNAM  
(print name)  
Executive Assistant  
(occupation)  
24 Pirias St  
Auckland  
(address)

  
M.C.L. DAVIES  
(print name)  
Director

  
(sign)  
ANNABELLE NEEDHAM  
(print name)  
EXECUTIVE ASSISTANT  
(occupation)  
2/18 DOWNEYAN CREEK ROAD  
KOHIMANAKA AUCKLAND  
(address)

Certified true copy of original documents sighted 17 Oct 2011



JON P. MONK  
BARRISTER & SOLICITOR  
AUCKLAND