502004300 07/27/2012

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	07/19/2010
Gregory Wakefield	03/22/2011
Christopher van den Honert	07/26/2010
Aaron Parkinson	07/22/2010
Wendy Parkinson	07/22/2010
Jim Patrick	03/25/2011
John Parker	07/23/2012

RECEIVING PARTY DATA

Name:	Cochlear Limited
Street Address:	1 University Avenue
City:	Macquarie University, NSW 2109
State/Country:	AUSTRALIA

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12835428

CORRESPONDENCE DATA

Fax Number: 2022045622 Phone: 202-639-4719

Email: vward@kilpatricktownsend.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Michael G. Verga

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 62367-393705

PATENT

REEL: 028654 FRAME: 0772

NAME OF SUBMITTER:	Michael G. Verga		
Total Attachments: 18	Total Attachments: 18		
source=12835428_Assignment_393705#pa	ge1.tif		
source=12835428_Assignment_393705#pa	ge2.tif		
source=12835428_Assignment_393705#pa	ge3.tif		
source=12835428_Assignment_393705#pa	ge4.tif		
source=12835428_Assignment_393705#pa	ge5.tif		
source=12835428_Assignment_393705#pa	ge6.tif		
source=12835428_Assignment_393705#pa	ge7.tif		
source=12835428_Assignment_393705#page8.tif			
source=12835428_Assignment_393705#pa	ge9.tif		
source=12835428_Assignment_393705#page10.tif			
source=12835428_Assignment_393705#page11.tif			
source=12835428_Assignment_393705#pag	ge12.tif		
source=12835428_Assignment_393705#pag	ge13.tif		
source=12835428_Assignment_393705#pa	ge14.tif		
source=12835428_Assignment_393705#pag	ge15.tif		
source=12835428_Assignment_393705#pag	ge16.tif		
source=12835428_Assignment_393705#pag			
source=12835428_Assignment_393705#pa	ge18.tif		

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Sean Lineaweaver, residing in Parker, Colorado, Gregory Wakefield, residing in Ann Arbor, Michigan, Christopher van den Honert, residing in Aurora, Colorado, Aaron Parkinson, residing in Parker, Colorado, Wendy Parkinson, residing in Parker, Colorado, Jim Patrick, residing in Roseville, Australia, and John Parker, residing in Roseville, Australia, respectively, (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in USING A GENETIC ALGORITHMN IN A MIXED MODE DEVICE ("invention(s)"), set forth in Patent Application No. 12/835,428, filed on July 13, 2010; and

WHEREAS, Cochlear Limited, having its principal place of business at 1 University Avenue, Macquarie University, NSW 2109 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 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

ì

Atty. Docket No.: 62367-393705

Appl. No.: 12/835,428

Filed: July 13, 2010

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.

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:	9 JULY 240 (Sean Lineaweaver
Date:		Gregory Wakefield
Date:		Christopher van den Honert
Date:		Aaron Parkinson
Date:		
Date:		Wendy Parkinson
Date:		Jim Patrick
wate.		John Parker

Atty. Docket No.: 62367-393705

Appl. No.: 12/835,428 Filed: July 13, 2010

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Sean Lineaweaver, residing in Parker, Colorado,

Gregory Wakefield, residing in Ann Arbor, Michigan, Christopher van den Honert, residing in

Aurora, Colorado, Aaron Parkinson, residing in Parker, Colorado, Wendy Parkinson, residing

in Parker, Colorado, Jim Patrick, residing in Roseville, Australia, and John Parker, residing in

Roseville, Australia, respectively, (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in

USING A GENETIC ALGORITHMN IN A MIXED MODE DEVICE ("invention(s)"), set

forth in Patent Application No. 12/835,428, filed on July 13, 2010; and

WHEREAS, Cochlear Limited, having its principal place of business at 1 University

Avenue, Macquarie University, NSW 2109 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 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

3

PATENT

Atty. Docket No.:62367-393705

Appl. No.: 12/835,428

Filed: July 13, 2010

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

Assignce 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 Assignce 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.

2

PATENT

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:		
	(Dans)	Scan Lineaweaver
Date:	HAY WA	3/22/20// Gregory Wakefield
Date:		
		Christopher van den Honert
Date:		
	можения продолжения под	Aaron Parkinson
Date:		
		Wendy Parkinson
Date:		
		Jim Patrick
Date:		John Parker
		or no some among a

ASSIGNMENT BY INVENTOR

THIS ASSICNMENT, made by Sean Lineaweaver, residing in Parker, Colorado, Gregory Wakefield, residing in Ann Arbor, Michigan, Christopher van den Honert, residing in Awera, Colorado, Aaron Parkinson, residing in Parker, Colorado, Wendy Parkinson, residing in Parker, Colorado, Jim Patrick, residing in Roseville, Australia, and John Parker, residing in Roseville, Australia, respectively, (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in USING A GENETIC ALGORITHMN IN A MIXED MODE DEVICE ("invention(s)"), set forth in Patent Application No. 12/835,428, filed on July 13, 2010, and

WHEREAS, Cochlear Limited, having its principal place of business at 1 University Avenue, Macquarie University, NSW 2109 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 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 Conversion 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

ABY Dookes Mg. 62367-393705 Appl. No : 12/835,428 Filed: July 13, 2010

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 Assignce at the time sold invention(s) was/were made

ALSO, Assignor bereby 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 Assigner'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.

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.

Xate		
See .		Sean Lineaweaver
ne:		:
		Gregory Wakefield
ie:	26 - Tuly - 2010	Christopher van den Honen
æ.		Asion Parkinson
le:		
ic.		Wendy Parkinson
te:		
ner.		Jim Patrick
te: .		
		John Parker

PATENT

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Sean Lineaweaver, residing in Parker, Colorado, Gregory Wakefield, residing in Ann Arbor, Michigan, Christopher van den Honert, residing in Aurora, Colorado, Aaron Parkinson, residing in Parker, Colorado, Wendy Parkinson, residing in Parker, Colorado, Jim Patrick, residing in Roseville, Australia, and John Parker, residing in Roseville, Australia, respectively, (each hereinafter referred to as Assignor):

WHEREAS, Assignor has invented certain new and useful improvements in USING A GENETIC ALGORITHMN IN A MIXED MODE DEVICE ("invention(s)"), set forth in Patent Application No. 12/835,428, filed on July 13, 2010; and

WHEREAS, Cochlear Limited, having its principal place of business at 1 University Avenue, Macquarie University, NSW 2109 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 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.: 62367-393705

Appl. No.: 12/835,428

Filed: July 13, 2010

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.

2

PATENT

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:		Gregory Wakefield
Date:	M-1	Christopher van den Honerk
Date:	7/22/10	Aaron Parkinson
Date:	7/22/10	Wendy Parkinson
Date:		Jim Patrick
Date:		
		John Parker

and only and and

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Sean Lineaweaver, residing in Parker, Colorado.

Gregory Wakefield, residing in Ann Arbor, Michigan, Christopher van den Honert, residing in

Aurora, Colorado, Aaron Parkinson, residing in Parker, Colorado, Wendy Parkinson, residing

in Parker, Colorado, Jim Patrick, residing in Roseville, Australia, and John Parker, residing in

Roseville, Australia, respectively, (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in

USING A GENETIC ALGORITHMN IN A MIXED MODE DEVICE ("invention(s)"), set

forth in Patent Application No. 12/835,428, filed on July 13, 2010; and

WHEREAS, Cochlear Limited, having its principal place of business at 1 University

Avenue, Macquarie University, NSW 2109 AUSTRALIA (bereinafter 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 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

1

Atty. Docket No.: 62367-393705 Appl. No.: 12/835,428 Filed: July 13, 2010

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.

2

AND Assignor bereby 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:		
		Gregory Wakefield
Date:		
		Christopher van den Honert
Date:		
		Aaron Parkinson
Date:		:
		Wendy Parkinson
Date:	25/3/11	Marine Committee of the
		Jim Patrick
Date:		
		John Parker

Appl. No.: 12/835,428

Filed: July 13, 2010

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Sean Lineaweaver, residing in Parker, Colorado,

Gregory Wakefield, residing in Ann Arbor, Michigan, Christopher van den Honert, residing in

Aurora, Colorado, Aaron Parkinson, residing in Parker, Colorado, Wendy Parkinson, residing

in Parker, Colorado, Jim Patrick, residing in Roseville, Australia, and John Parker, residing in

Roseville, Australia, respectively, (each hereinafter referred to as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in

USING A GENETIC ALGORITHMN IN A MIXED MODE DEVICE. ("invention(s)"), set

forth in Patent Application No. 12/835,428, filed on July 13, 2010; and

WHEREAS, Cochlear Limited, having its principal place of business at 1 University

Avenue, Macquarie University, NSW 2109 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 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

centers rated thay be granted and or extendent, as raily and ounterly 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

Assignce, its successors, legal representatives and assigns, that, at the time of execution and

3

Any. Docket No.: 62367-393705

Appl. No.: 12/835,428

Filed: July 13, 2010

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.

2

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.

	Scan Lineaweaver
	Gregory Wakefield
	Christopher van den Honert
	Aaron Parkinson
<u> </u>	Wendy Parkinson
	Jim Patrick
23/07/2012	John Parker