### 502030763 08/20/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
Bastiaan van Dijk	02/17/2011

# RECEIVING PARTY DATA

Name:	Cochlear Limited
Street Address:	1 University Avenue
Internal Address:	Macquarie University
City:	Sydney
State/Country:	AUSTRALIA
Postal Code:	NSW 2109

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13012639

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	10-941

Total Attachments: 2

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PATENT REEL: 028815 FRAME: 0035 CH \$40.00 130126

502030763

Attorney Docket No.: 10-941

#### ASSIGNMENT

WHEREAS, I, the undersigned inventor, have invented certain inventions and improvements disclosed in a utility patent application titled "Systems and Methods for Detecting Nerve Stimulation with an Implanted Prosthesis," which was filed with the U.S. Patent & Trademark Office on January 24, 2011 and assigned Application No. 13/012,639.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned inventor hereby:

- Agree to sell, assign, transfer, and convey, and hereby do sell, assign, transfer, and convey, to Cochlear Limited, having a principal place of business at 1 University Avenue, Macquarie University, NSW 2109 AUSTRALIA (hereinafter referred to as "ASSIGNEE"), the entire right, title, and interest in and to (a) any intellectual property (including without limitation any innovation, information, invention, discovery, product, process, work, or design) disclosed, embodied, affixed, shown, or claimed in the above-referenced patent application, implicitly or explicitly; (b) the above-referenced patent application, any application based in whole or in part upon the above-referenced patent application (including without limitation any continuation, continuation-in-part, reissue, reexamination, or non-U.S. patent application based in whole or in part on the above-referenced patent application); and (c) any Patent (including without limitation U.S. and non-U.S. patents, utility models, industrial designs, divisionals, reissues, and reexaminations) that is granted or issued upon, or that claims priority to, any and all applications under (b) of this paragraph or that discloses or claims intellectual property under (a) of this paragraph, in whole or in part.
- Authorize and request the Commissioner of Patents or any other agency, U.S. or non-U.S., to issue any and all Letters or other Patent(s), or other document(s), resulting from the patent application(s) or intellectual property under paragraph 1 (including without limitation any division(s), continuation(s) (in whole or in part), substitute(s), or reissue(s) thereof) to the ASSIGNEE.
- 3) Agree to execute all papers and documents, including, without limitation, applications, declarations, oaths, petitions, and other papers, and entirely at the ASSIGNEES'S expense, perform any acts which are necessary in connection with the prosecution of patent

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Assignment of Intellectual Property Rights In Patent Application <u>13/012,639</u> Page 2 of 2

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applications or intellectual property under paragraph 1 and/or the enforcement of patents or other rights resulting from such applications or intellectual property.

- 4) Agree that the terms, covenants, and conditions of this assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns, and other legal representative, and shall be binding upon the inventors, as well as the inventor's heirs, legal representatives, and assigns.
- Warrant and represent that I have not entered, and will not enter into, any assignment, contract, or understanding that conflicts with this assignment.
- 6) Hereby grant all practitioners associated with Customer Number 20306 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.

Signed on the date indicated beside my signature

1.

Date: 17/2/2011

Bastisan van Dijk