

PATENT ASSIGNMENT

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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>Edmond D. CAPCELEA</td> <td>10/17/2010</td> </tr> <tr> <td>Claudiu TREABA</td> <td>10/13/2010</td> </tr> <tr> <td>Fysh DADD</td> <td>10/15/2010</td> </tr> </tbody> </table>		Name	Execution Date	Edmond D. CAPCELEA	10/17/2010	Claudiu TREABA	10/13/2010	Fysh DADD	10/15/2010
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Edmond D. CAPCELEA	10/17/2010								
Claudiu TREABA	10/13/2010								
Fysh DADD	10/15/2010								
RECEIVING PARTY DATA									
Name:	Cochlear Limited								
Street Address:	1 University Avenue								
City:	Macquarie University, NSW								
State/Country:	AUSTRALIA								
Postal Code:	2109								
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>12743804</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12743804				
Property Type	Number								
Application Number:	12743804								
CORRESPONDENCE DATA									
Fax Number:	2025850046								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	(202)639-4719								
Email:	nito@kilpatricktownsend.com								
Correspondent Name:	Michael G. Verga								
Address Line 1:	1100 Peachtree Street,								
Address Line 2:	Suite 2800								
Address Line 4:	Atlanta, GEORGIA 30309								
ATTORNEY DOCKET NUMBER:	62367-393961								
NAME OF SUBMITTER:	Michael G. Verga								
Total Attachments: 4 source=393961_SignedAssignment#page1.tif source=393961_SignedAssignment#page2.tif source=393961_SignedAssignment#page3.tif source=393961_SignedAssignment#page4.tif									

OP \$40.00 12743804

ASSIGNMENT

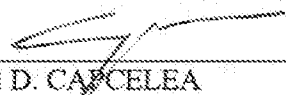

WHEREAS, we, the undersigned inventors, have invented certain inventions and improvements disclosed in utility patent application entitled "ELECTRODE ARRAY FOR A COCHLEAR IMPLANT," which was filed with the U.S. Patent & Trademark Office on May 19, 2010 and assigned serial no. 12/743,804.

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

- 1) 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.

- 2) 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 ASSIGNEE'S expense, perform any acts which are necessary in connection with the prosecution of patent 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.
- 5) Warrant and represent that we have not entered, and will not enter into, any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside our signatures

1.	 Edmond D. CAUCELEA	<u>17/005/2010</u> Date
2.	_____ Claudia TREABA	_____ Date
3.	 Fysh DADD	<u>15 Oct 10</u> Date

ASSIGNMENT

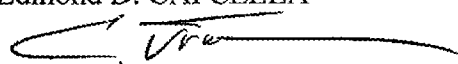
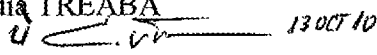
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