

PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	ASSIGNMENT		
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Property Type	Number		
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NAME OF SUBMITTER:	CATO YANG		
Signature:	/Cato Yang/		
Date:	02/07/2014		
Total Attachments: 2 source=11-509_Assignment#page1.tif source=11-509_Assignment#page2.tif			

ASSIGNMENT

WHEREAS, I, the undersigned inventor, have invented certain inventions and improvements disclosed in utility patent application entitled "Automatic Sound Optimizer," which was filed with the U.S. Patent & Trademark Office on July 31, 2012 and assigned Application No. 13/562,601.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned inventor 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 I have not entered, and will not enter into, any assignment, contract, or understanding that conflicts with this assignment.
- 6) Hereby grant all practitioners at Customer Number 16296 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.



Martin Hillbratt

30 JUL 2012

Date