

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4462296

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| OTTO BOCK HEALTHCARE CANADA LTD. | 04/07/2014 |
| 4491343 CANADA INC. | 04/07/2014 |
| RECEIVING PARTY DATA | |
| Name: | MED-EL ELEKTROMEDIZINISCHE GERAETE GMBH |
| Street Address: | FUERSTENWEG 77 |
| City: | INNSBRUCK |
| State/Country: | AUSTRIA |
| Postal Code: | A-6020 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15623712 |
| CORRESPONDENCE DATA | |
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| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
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| ATTORNEY DOCKET NUMBER: | 1941/1179 |
| NAME OF SUBMITTER: | KATHRYN E. NOLL |
| SIGNATURE: | /Kathryn E. Noll, #48,811/ |
| DATE SIGNED: | 06/15/2017 |
| Total Attachments: 4 | |
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CONFIRMATORY ASSIGNMENT

This confirmatory assignment is effective as April 7, 2014 (the "EFFECTIVE DATE") by and between the following parties (the "PARTIES"):

OTTO BOCK HEALTHCARE CANADA LTD., an Ontario, Canada corporation, having a place of business in Burlington, Ontario, Canada (the "Otto Bock"); and
4491343 CANADA INC., an Canadian corporation, having its principal offices in Burlington, Ontario, Canada ("4491343 Canada"); and
MED-EL ELEKTROMEDIZINISCHE GERAETE GMBH, an Austrian corporation, having a place of business at Fuerstenweg 77, Innsbruck A-6020, Austria ("MED-EL");

WHEREAS, the Otto Bock and 4491343 Canada and MED-EL have previously entered into an agreement, "Patent Purchase and Licensing Agreement" ("PURCHASE AND SALES AGREEMENT") dated April 7, 2014.

WHEREAS, the Otto Bock and 4491343 Canada (hereinafter "Assignors") had been the owners of the entire right, title and interest in and to certain Assets identified in the PURCHASE AND SALES AGREEMENT, including the entire right, title and interest in and to the inventions disclosed in the following United States and foreign patent applications and patents and in and to such patent applications and such patents (hereinafter the "PATENTS"):

| Country | App. Title: | Application #: | Filing Date: | Patent #: | Issue Date: |
|---------|---|-------------------|--------------|-----------|-------------|
| CA | Method and Device for the Detection, Identification and Treatment of Sleep Apnea/Hypopnea | 2,744,269 | 18-Nov-2008 | | |
| EP | Method and Device for the Detection, Identification and Treatment of Sleep Apnea/Hypopnea | 08878197.6 | 18-Nov-2008 | | |
| US | Method and Device for the Detection, Identification and Treatment of Sleep Apnea/Hypopnea | 12/273,118 | 18-Nov-2008 | 8,644,939 | 04-Feb-2014 |
| WO | Method and Device for the Detection, Identification and Treatment of Sleep Apnea/Hypopnea | PCT/CA2008/002036 | 18-Nov-2008 | | |
| US | System and Method for Treating Apnea | 61/468,404 | 28-Mar-2011 | | |
| EP | System and Method for Treating Apnea | 11862277.8 | 16-May-2011 | | |

| Country | App. Title: | Application #: | Filing Date: | Patent #: | Issue Date: |
|---------|---|-------------------|--------------|-----------|-------------|
| US | Neuromodulation System and Method for Treating Apnea | 13/108,122 | 16-May-2011 | 8,644,921 | 04-Feb-2014 |
| WO | System and Method for Treating Apnea | PCT/US2011/36653 | 16-May-2011 | | |
| US | Neural Monitoring Methods and Systems for Treating Pharyngeal Disorders | 61/591,078 | 26-Jan-2012 | | |
| EP | Neural Monitoring Methods and Systems for Treating Pharyngeal Disorders | 13740943.9 | 28-Jan-2013 | | |
| US | Neural Monitoring Methods and Systems for Treating Upper Airway Disorders | 13/752,273 | 28-Jan-2013 | | |
| WO | Neural Monitoring Methods and Systems for Treating Pharyngeal Disorders | PCT/US2013/023488 | 28-Jan-2013 | | |
| US | Reinforced, Compliant Nerve Cuff Assembly | 61/569,563 | 12-Dec-2011 | | |
| AU | Compliant, Reinforced Electrode Assembly and Method of Manufacture | 2012352791 | 20-Nov-2012 | | |
| CA | Compliant, Reinforced Electrode Assembly and Method of Manufacture | 2,858,195 | 20-Nov-2012 | | |
| CN | Compliant, Reinforced Electrode Assembly and Method of Manufacture | 201280069561.6 | 20-Nov-2012 | | |
| EP | Compliant, Reinforced Electrode Assembly and Method of Manufacture | 12856771.6 | 20-Nov-2012 | | |
| US | Reinforced, Compliant Electrode Assembly | 13/682,351 | 20-Nov-2012 | 8,751,017 | 10-Jun-2014 |
| WO | Compliant, Reinforced Electrode Assembly and Method of Manufacture | PCT/US2012/066040 | 20-Nov-2012 | | |

WHEREAS, the MED-EL (hereinafter "Assignee") had received, by assignment from the Otto Bock and 4491343 Canada, the Otto Bock and 4491343 Canada's entire right, title and interest in and to the PATENTS;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors confirm that they have sold, assigned and transferred, and, by these presents does hereby sell, assign and transfer to Assignee, its successors and assigns, for the territory of the United States of America and the entire world, effective as of April 7, 2014, its entire right, title and interest in and to such inventions, such patent applications and such patents and any patents, and any reissues and extensions thereof, which issue or have issued in any country upon patent applications

which correspond with or claim priority from any of such applications or patents or any divisional, continuation-in-whole, or continuation-in-part thereof, including the right to sue and collect for past, present, and future infringement; the same to be held and enjoyed by Assignee for its own use, and for the use of its legal representatives, to the full term for which such patents have been granted as fully and entirely as the same would have been held by Assignors had this assignment not been made. The PURCHASE AND SALES AGREEMENT is hereby amended to the extent necessary, if any, to give effect to the foregoing effective April 7, 2014. In all other respects, the PURCHASE AND SALES AGREEMENT is hereby ratified and confirmed.

Assignors do hereby further covenant and agree that they will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignors, their successors and assigns, will at any time upon request without further additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may determine as necessary or desirable in the enjoyment of this grant, and in any proceedings or transactions involving such inventions, patent applications or patents.

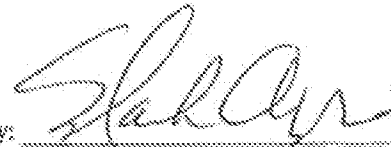
OTTO BOCK HEALTHCARE CANADA LTD.

Date: Dec 15/14

By: 
(Officer)

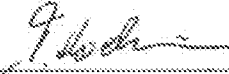
4491343 CANADA INC.

Date: Dec 15/14

By: 
(Officer)

MED-EL ELEKTROMEDIZINISCHE GERAETE GMBH

Date: DEC 16, 2014

By: 
(Officer)

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