

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
SOUNDBEAM, LLC			07/26/2013
RECEIVING PARTY DATA			
Name:	EARLENS CORPORATION		
Street Address:	4045-A CAMPBELL AVENUE		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	15706181		
Application Number:	15706208		
Application Number:	15706236		
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
<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>			
Phone:	6508493012		
Email:	jbereznak@wsgr.com, patentdocket@wsgr.com		
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 1:	650 PAGE MILL ROAD		
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	33999-718.304/305/306		
NAME OF SUBMITTER:	JOHN BEREZNAK		
SIGNATURE:	/John Bereznak/		
DATE SIGNED:	09/15/2017		
Total Attachments: 8			
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PATENT

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Patent Assignment**”) is made and entered into as of July 26, 2013 (the “**Effective Date**”) by and between SoundBeam LLC, a Delaware limited liability company with its principal place of business at 200 Chesapeake Drive, Redwood City, CA 94063 (“**Assignor**”), and EarLens Corporation, a Delaware corporation with its principal place of business at 200 Chesapeake Drive, Redwood City, CA 94063 (“**Assignee**”).

WHEREAS, Assignor desires to assign to Assignee certain intellectual property rights, and Assignee desires to obtain such assignment, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of One Dollar (US\$1) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE 1 **ASSIGNMENT**

1.1 Assignment. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor’s right, title and interest in and to the following (collectively, the “**Assigned Intellectual Property**”):

(a) Any and all subject matter claimed or disclosed in those patents and patent applications set forth in Exhibit A (collectively such subject matter, the “**Inventions**” and such patents and patent applications, the “**Existing Patents**”);

(b) all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants with respect to any Invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;

(c) any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on any Invention anywhere in the world, including each and every application (whether provisional, converted provisional, utility or otherwise) filed and each and every patent granted on any application which is a division, substitution, continuation or continuation-in-part of any of said applications (collectively, the “**Patents**”);

(d) each and every reissue or extension of any of the Patents;

(e) each and every patent claim resulting from a reexamination certificate for any and all of the Patents; and

(f) all causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement or misappropriation of the Patents.

1.2 Issuance of Patents and/or Certificates of Invention. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Warranties. Assignor represents and warrants that: (i) it has the legal power, authority and right to enter into this Patent Assignment and to perform all of its obligations hereunder; (ii) it has not previously granted, and will not grant, any rights which are in conflict with the rights and licenses granted to Assignee herein; (iii) as of the Effective Date, the Assigned Intellectual Property are free and clear of any lien, charges, encumbrances and security interests; and (iv) to the best of its knowledge as of the Effective Date, there are no threatened or pending actions, suits, investigations, claims or proceedings in any way relating to the Assigned Intellectual Property.

2.2 Disclaimer. EXCEPT AS PROVIDED IN THIS ARTICLE 2, NEITHER PARTY MAKES ANY WARRANTIES OR CONDITIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND BOTH PARTIES SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

ARTICLE 3

GENERAL PROVISIONS

3.1 Further Assurances. Assignor agrees to assist Assignee, or its designee, at Assignee's expense, in every proper way to secure Assignee's rights in the Assigned Intellectual Property in any and all countries, including the disclosure to Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Assignee shall deem necessary or appropriate in order to apply for and obtain such rights and in order to assign and convey to Assignee, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to such Assigned Intellectual Property. If Assignee is unable because of Assignor unavailability or for any other reason to secure his signature to file, prosecute, maintain or enforce any Patent, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead for any such purpose with the same legal force and effect as if executed by Assignor.

3.2 Miscellaneous. This Patent Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without reference to its principles of conflicts of law. The relationship of Assignor and Assignee established by this Patent Assignment is that of independent contractors. Assignor agrees not to disclose any terms of this Patent Assignment to any third party without the consent of Assignee, except as required by securities or other applicable laws, to prospective and other investors and such party's

accountants, attorneys and other professional advisors. This Patent Assignment shall be binding upon the successors and assigns of the parties. All notices, requests and communications hereunder shall be in writing and shall be personally delivered or sent by facsimile transmission (receipt confirmed), mailed by registered or certified mail, postage prepaid, or sent by express courier service (e.g., Federal Express), and shall be deemed to have been properly served to the addressee upon receipt of such written communication, to address of the applicable party set forth below its signature, or such other address as may be specified in writing to the other party. This Patent Assignment sets forth the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, whether oral or written. This Patent Assignment may only be amended with a writing signed by authorized representatives of both parties hereto that specifically and expressly refers to this Patent Assignment. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME. If any provision of this Patent Assignment shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Patent Assignment.

3.3 Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment Agreement to be duly executed by their respective authorized officers as of the Effective Date.

EARLENS CORPORATIONBy: [Signature]Name: JASON SHEHONTitle: CEO

SoundBeam LLC

By: [Signature]Name: RODNEY PERKINSTitle: MANAGING PARTNER**ACKNOWLEDGMENT**

State of California

County of SAN MATEO

On July 26, 2013 before me, Jessica Vieira-Santos, Notary Public (here insert name and title of the officer), personally appeared Rodney Perkins, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

Notary Public Seal

[Signature Page to Patent Assignment Agreement]

EXHIBIT A
EXISTING PATENTS

Title	Inventor	App No. Filing Date	Pat No. Issue Date	Pub No. Pub Date
Improved Transmitter and Transducer for Electromagnetic Hearing Devices	Rodney C. Perkins Sunil Puria Jonathan P. Fay John H. Winstead	200580029776.5 07/25/2005		CN101073288A 11/14/2007
Improved Transmitter and Transducer for Electromagnetic Hearing Devices	Rodney C. Perkins Sunil Puria Jonathan P. Fay John H. Winstead	05775522.5 07/25/2005		1787492 05/23/2007
Improved Transmitter and Transducer for Electromagnetic Hearing Devices	Rodney C. Perkins Sunil Puria Jonathan P. Fay John H. Winstead	2007-523711 07/25/2005		2008-508039 03/21/2008
Transducer for Electromagnetic Hearing Devices	Rodney C. Perkins Sunil Puria Jonathan P. Fay John H. Winstead	10/902660 07/28/2004	7421087 09/02/2008	US-2006-0023908-A1 02/02/2006
Systems and Methods for Photo-Mechanical Hearing Transduction	Vincent Pluvinage	11/248459 10/11/2005		US-2006-0189841-A1 08/24/2006
Hearing System Having Improved High Frequency Response	Sunil Puria Rodney C. Perkins	200680020181.8 04/21/2006		CN101208992A 06/25/2008
Hearing System Having Improved High Frequency Response	Sunil Puria Rodney C. Perkins	06758467.2 04/21/2006		1880574 01/23/2008
Hearing System Having Improved High Frequency Response	Sunil Puria Rodney C. Perkins	2008-510027 04/21/2006		2008-541560 11/20/2008
Hearing System Having An Open Chamber for Housing Components and Reducing the Occlusion Effect	Sunil Puria	11/121517 05/03/2005	7668325	US-2006-0251278-A1 11/09/2006
Output Transducers for Hearing Systems	Rodney C. Perkins Sunil Puria Jonathan P. Fay John H. Winstead	11/264594 10/31/2005		US-2007-0100197-A1 05/03/2007
Energy Delivery and Microphone Placement Methods for Improved Comfort in an Open Canal	Jonathan P. Fay Sunil Puria Paul Rucker John H. Winstead	PCT/US2008/078793 10/03/2008		WO2009/046329 04/09/2009

Title	Inventor	App No. Filing Date	Pat No. Issue Date	Pub No. Pub Date
Hearing Aid	Rodney C. Perkins			
Energy Delivery and Microphone Placement Methods for Improved Comfort in an Open Canal Hearing Aid	Jonathan P. Fay Sunil Puria Paul Rucker John H. Winstead Rodney C. Perkins	12/244266 10/02/2008		US-2009-0092271-A1 04/09/2009
Multifunction System And Method For Integrated Hearing And Communication With Noise Cancellation And Feedback Management	Sunil Puria Rodney C. Perkins Jonathan P. Fay	PCT/US2008/079868 10/14/2008		WO2009/049320 04/16/2009
Multifunction System and Method for Integrated Hearing and Communication with Noise Cancellation and Feedback Management	Sunil Puria Rodney C. Perkins Jonathan P. Fay	12/251200 10/14/2008		US-2009-0097681-A1 04/16/2009
Flextensional Output Actuators for Surgically Implantable Hearing Aids ¹	Sunil Puria	09/430213 10/29/1999	6629922 10/07/2003	
Flextensional Microphones for Implantable Hearing Devices ²	Sunil Puria	09/429894 10/29/1999	6554761 04/29/2003	
Optical Electro-Mechanical Hearing Devices with Combined Power and Signal Architectures	Lee Felsenstein James Stone Jonathan P. Fay Sunil Puria	61/139522 12/19/2008		
Optical Electro-Mechanical Hearing Devices With Combined Power and Signal Architectures	Lee Felsenstein James Stone Jonathan P. Fay Vincent Pluvinage Sunil Puria	61/177047 05/11/2009		
Optical Electro-Mechanical Hearing Devices With Combined Power and Signal Architectures	Jonathan P. Fay Sunil Puria Lee Felsenstein James Stone Vincent Pluvinage	PCT/US2009/047685 06/17/2009		
Optical Electro-Mechanical Hearing Devices With Combined Power and Signal Architectures	Jonathan P. Fay Sunil Puria Lee Felsenstein James Stone Vincent Pluvinage	12/486100 06/17/2009		
Optical Electro-Mechanical	Lee Felsenstein	61/139520		

¹ Subject to further diligence regarding chain of title from SoundPort

² Subject to further diligence regarding chain of title from SoundPort

Title	Inventor	App No. Filing Date	Pat No. Issue Date	Pub No. Pub Date
Hearing Devices with Separate Power and Signal Components	James Stone Jonathan P. Fay Vincent Pluvinage Sunil Puria	12/19/2008		
Optical Electro-Mechanical Hearing Devices with Separate Power and Signal Components	Sunil Puria Jonathan P. Fay Lee Felsenstein James Stone Mead C. Killion Vincent Pluvinage	PCT/US2009/04 7682 06/17/2009		
Optical Electro-Mechanical Hearing Devices With Separate Power and Signal Components	Sunil Puria Jonathan P. Fay Lee Felsenstein James Stone Mead C. Killion Vincent Pluvinage	12/486116 06/17/2009		
Transducer Devices and Methods for Hearing	Paul Rucker Sunil Puria Jonathan P. Fay Micha Rosen	PCT/US2009/05 7716 09/21/2009		
Balanced Armature Device and Methods for Hearing	Sunil Puria Micha Rosen Jonathan P. Fay Paul Rucker James Stone	PCT/US2009/05 7719 09/21/2009		
Balanced Armature Devices and Methods for Hearing	Sunil Puria Micha Rosen Jonathan P. Fay Paul Rucker James Stone	61/217801 06/03/2009		
Optically Coupled Cochlear Actuator Systems and Methods	Rodney C. Perkins Sunil Puria	61/219861 06/24/2009		
Optically Coupled Active Ossicular Replacement Prosthesis	Sunil Puria Rodney C. Perkins	61/187166 06/15/2009		
Optically Coupled Bone Conduction Systems and Methods	Rodney C. Perkins Sunil Puria	61/219282 06/22/2009		
Optically Coupled Acoustic Middle Ear Implant Systems and Methods	Sunil Puria Rodney C. Perkins	61/184563 06/05/2009		
Optically Coupled Cochlear Implant Systems and Methods	Sunil Puria Rodney C. Perkins Paul C. Rucker	61/218377 06/18/2009		
Eardrum Implantable Devices for Hearing Systems and Methods	Rodney C. Perkins Sunil Puria	61/218380 06/18/2009		

Title	Inventor	App No. Filing Date	Pat No. Issue Date	Pub No. Pub Date
Round Window Coupled Hearing Systems and Methods	Rodney C. Perkins Sunil Puria	61/219286 06/22/2009		
Optical Cochlear Stimulation Devices and Methods	Rodney C. Perkins Sunil Puria	61/220122 06/24/2009		
Transdermal Photonic Energy Transmission Device and Methods	Rodney C. Perkins Sunil Puria	61/220124 06/24/2009		
Inconspicuous communication method utilizing remote electromagnetic drive	Adnan A. Shennib	08/292066 08/17/1994	5425104 06/13/1995	
Energy recovering hearing system	William Buchele	07/759164 09/13/1991	5276910 01/04/1994	
Contact transducer assembly for hearing devices	Rodney C. Perkins Adnan A. Shennib	07/791088 11/12/1991	5259032 11/02/1993	
Anatomically customized ear canal hearing	Jake L. Olsen David Chazan Jonathan P. Fay Micha Rosen Sunil Puria	PCT/US2011/06 6306 12/20/2011		WO/2012/08818 7 6/28/2012
Hearing aid transducer having an engineered surface	Sunil Puria	PCT/US2009/06 7703		WO/2010/07778 1 7/8/2010
Hearing aid transducer having an engineered surface	Sunil Puria	12/633614		US-2010- 0152527-A1 6/17/2010