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| <b>PATENT ASSIGNMENT COVER SHEET</b> |
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4863160

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST              |
| <b>CONVEYING PARTY DATA</b>   |                                |
| <b>Name</b>   | <b>Execution Date</b>          |
| THE ALFRED E. MANN FOUNDATION FOR SCIENTIFIC RESEARCH   | 12/28/2017                     |
| <b>RECEIVING PARTY DATA</b>   |                                |
| <b>Name:</b>  | WESTERLEIGH LLC                |
| <b>Street Address:</b>  | 251 LITTLE FALLS DRIVE         |
| <b>City:</b>  | WILMINGTON                     |
| <b>State/Country:</b>   | DELAWARE                       |
| <b>Postal Code:</b>   | 19808                          |
| <b>Name:</b>  | PAYSON LLC                     |
| <b>Street Address:</b>  | 251 LITTLE FALLS DRIVE         |
| <b>City:</b>  | WILMINGTON                     |
| <b>State/Country:</b>   | DELAWARE                       |
| <b>Postal Code:</b>   | 19808                          |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                |
| <b>Property Type</b>  | <b>Number</b>                  |
| <b>Patent Number:</b>   | 5609616                        |
| <b>Patent Number:</b>   | 5938691                        |
| <b>CORRESPONDENCE DATA</b>  |                                |
| <b>Fax Number:</b>  | (914)288-0023                  |
| <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> |                                |
| <b>Phone:</b>   | 9142880022                     |
| <b>Email:</b>   | uspto@leasonellis.com          |
| <b>Correspondent Name:</b>  | JORDAN GARNER LEASON ELLIS LLP |
| <b>Address Line 1:</b>  | ONE BARKER AVENUE              |
| <b>Address Line 4:</b>  | WHITE PLAINS, NEW YORK 10601   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 10548/808000-000               |
| <b>NAME OF SUBMITTER:</b>   | ALMA D. CLEMENA FOR JGG        |
| <b>SIGNATURE:</b>   | /Alma D. Clemena/              |
| <b>DATE SIGNED:</b>   | 03/13/2018                     |

**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Patent Security Agreement"), made as of December 28, 2017, is by and between The Alfred E. Mann Foundation for Scientific Research, a nonprofit public benefit corporation with a place of business at 25134 Rye Canyon Loop, Santa Clarita, CA 91355 ("Grantor"), on the one hand, and each of Westerleigh LLC, a Delaware corporation with a place of business at 251 Little Falls Drive, Wilmington, DE 19808 and Payson LLC, a Delaware corporation with a place of business at 251 Little Falls Drive, Wilmington, DE 19808 ("Secured Parties").

WHEREAS, the parties have entered into a Security Agreement dated the date hereof, whereby Grantor granted a security interest in certain property to Secured Parties including a security interest in the Patents, Patent Applications and other patent rights and rights pertaining thereto as identified below.

NOW, THEREFORE, in confirmation of the terms of the Security Agreement and in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Parties agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety. Capitalized terms used but not defined herein shall have the respective meanings given in the Security Agreement.

2. Grant and Confirmation of Grant of Security Interest. To secure the complete and timely satisfaction of the terms of the Security Agreement, Grantor hereby grants to Secured Parties, and hereby confirms the prior grant in the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the United States Patents and patent applications listed in Schedule A, as may be amended from time to time, including without limitation: (i) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof and any Patents resulting therefrom, (ii) the inventions and improvements described or claimed therein and all rights pertaining thereto, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all Patent Licenses relating to and all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of any suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder including the right to make, use, practice, sell or offer for sale, import or otherwise license, transfer or dispose of the Patents or inventions and improvements disclosed or claimed therein.

3. New Patents. Secured Parties are authorized to use this Patent Security Agreement for the purpose of perfecting a security interest in any after acquired Patents or patent applications filed after the date of this Patent Security Agreement that are within the scope of the security interest granted in the Security Agreement, including any Patents or patent

applications for improvements or modifications of or substitutions for the Patents and Patent applications listed in Schedule A and the inventions and improvements described or claimed therein as well as for the purpose of perfecting a security interest in any Patents or patent applications that were inadvertently omitted from Schedule A. The provisions of this Patent Security Agreement and the Security Agreement shall apply in full to all New Patents.

4. Term. The term of the security interest granted herein shall extend until the Security Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements: Cumulative Remedies. At any time an event of default exists or has occurred and is continuing under the terms of the Security Agreement or this Patent Security Agreement, Secured Parties shall have all rights and remedies provided in this Security Agreement, any other related documents, the UCC and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Grantor, except as such notice or consent is expressly provided for hereunder or in the Security Agreement or related documents or as required by applicable law. Grantor acknowledges and agrees that this Patent Security Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Parties under the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Secured Parties with respect to the Patents, whether established hereby, by the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect and Benefits. This Patent Security Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Secured Parties and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS PATENT SECURITY AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS PATENT SECURITY AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS PATENT SECURITY AGREEMENT.

**[Signature page follows]**

IN WITNESS WHEREOF, the parties have executed and delivered this Patent Security Agreement as of the date first written above.

GRANTOR:

The Alfred E. Mann Foundation for Scientific Research

By: 

Name: John Petrovich

Title: ~~Acting Chief Executive Officer and General Counsel~~

SECURED PARTIES:

Westerleigh LLC

By: \_\_\_\_\_

Name:

Title: Authorized Signatory

Payson LLC

By: \_\_\_\_\_

Name:

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed and delivered this Patent Security Agreement as of the date first written above.

GRANTOR:

The Alfred E. Mann Foundation for Scientific Research

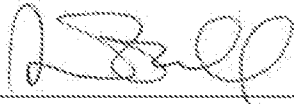
By: \_\_\_\_\_

Name: John Petrovich

Title: Acting Chief Executive Officer and General Counsel

SECURED PARTIES:

Westerleigh LLC

By:  \_\_\_\_\_

Name:

Title: Authorized Signatory

Payson LLC

By:  \_\_\_\_\_

Name:

Title: Authorized Signatory

**SCHEDULE A**

**PATENTS**

| <b>Patent Description</b>   | <b>Registration No.</b>   | <b>Issue Date</b> |
|---|---------------------------|-------------------|
| “Physician's testing system and method for testing implantable cochlear stimulator” | U.S. Patent No. 5,609,616 | March 11, 1997    |
| “Multichannel implantable cochlear stimulator”                                      | U.S. Patent No. 5,938,691 | August 17, 1999   |

**PATENT APPLICATIONS**

| <b>Application Description</b> | <b>Application No.</b> | <b>Application Date</b> |
|--------------------------------|------------------------|-------------------------|
|                                |                        |                         |