507027634 12/15/2021

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/28/2020

CONVEYING PARTY DATA

Name	Execution Date
EAST CAROLINA UNIVERSITY	09/28/2020

RECEIVING PARTY DATA

Name:	CERINET USA, INC.
Street Address:	113 BEE FARM LN
City:	BUENA VISTA
State/Country:	VIRGINIA
Postal Code:	24416

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	6916291
Patent Number:	7530957
Patent Number:	7854704
Patent Number:	8287462
Patent Number:	8777869
Patent Number:	10368785

CORRESPONDENCE DATA

Fax Number: (267)388-3996

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.

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ATTORNEY DOCKET NUMBER:	CER 00005
NAME OF SUBMITTER:	LOUIS M. HEIDELBERGER
SIGNATURE:	/Louis M. Heidelberger/
DATE SIGNED:	12/15/2021

PATENT 507027634 REEL: 058393 FRAME: 0010

Total Attachments: 4

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PATENT REEL: 058393 FRAME: 0011

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of September 28, 2020, is made by East Carolina University, a constituent institution of the University of North Carolina and public educational research institution organized under the laws of the State of North Carolina, with offices at 300 East First Street, Greenville, NC 27858 ("Assignor"), in favor of Cerinet USA, Inc., 620 Marshall Street, Lexington, VA, 24430 USA ("Assignee"), pursuant to that certain Patent Assignment and Partnership Agreement dated of even date herewith (the "Acquisition Agreement").

WHEREAS, under the terms of the Acquisition Agreement, Assignee has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties, intending to be legally bound, Agree as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Acquisition Agreement, the payment of the consideration stipulated in the Acquisition Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following:
- (a) the patents set forth in <u>Schedule 1</u> hereto and all reissues, extensions, reexaminations and renewals thereof (the "<u>Patents</u>");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor for the Patents under the previously granted license to RemotEAR, LLC. but excluding any monies paid to Assignor and obligations of RemotEAR, LLC., prior to the effective date of the Acquisition Agreement; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and/or equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and/or equitable relief and to collect, or otherwise recover, any such damages.
- (e) The right to collect, or otherwise recover, any damages from past, present or future infringement of any of the Patents.

PATENT REEL: 058393 FRAME: 0012 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Assignee. Assignor, at the expense of Assignee and at the request of Assignee, shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.

<u>Terms of the Acquisition Agreement.</u> The terms of the Acquisition Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Acquisition Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.

- 3. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 4. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

ASSIGNOR:

East Carolina University

Marti Van Scott

BV: A95D1DBFBB1741C...

Name: Martha J. S. Van Scott

Title: Director, Licensing and Commercialization

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

The following patents including all reissues, extensions, reexaminations and renewals thereof:

Patent/Application #:	Patent/Application Title:
6,916,291	Systems, methods and products for diagnostic hearing assessments distributed via the use of a computer network
7,530,957	Systems, methods and products for diagnostic hearing assessments distributed via the use of a computer network
7,854,704	Systems, methods and products for diagnostic hearing assessments distributed via the use of a computer network
8,287,462	Systems, methods and products for diagnostic hearing assessments distributed via the use of a computer network
8,777,869	Systems, methods and products for diagnostic hearing assessments distributed via the use of a computer network
10,368,785	In-ear hearing test probe devices and methods and systems using same