

I hereby certify that this is a true copy of the original document

J Knight 27/11/91
Civil Servant

ASSIGNMENT OF APPLICATION FOR PATENT.

THIS ASSIGNMENT is made the 31st day of JULY, 1991,
BETWEEN NORTHERN LIGHT MUSIC LIMITED of Aurora Studios,
Grindleton, Clitheroe, Lancashire, BB7 4RL (hereinafter called
"the Assignor") of the one part, and SELECT HEARING SYSTEMS
LIMITED, of Audio House, Grindleton, Clitheroe, Lancashire,
BB7 4RL (hereinafter called "the Assignee") of the other part.

WHEREAS

(A) The Assignor is entitled to the benefit of the patent application in the United Kingdom of Great Britain and Northern Ireland and the Isle of Man Number ~~901799999~~ (hereinafter referred to as "the Application").

(B) The parties hereto have agreed that the Application should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

NOW IT IS HEREBY AGREED

(1) Pursuant to the consideration set out below and in consideration of the sum of £1-00 now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged) the Assignor as beneficial owner hereby assigns to the Assignee:

The Application, the right, title, and interest therein and all the rights, powers, privileges and immunities arising or accrued therefrom free from all incumbrances to the intent that the grant of a patent pursuant to the Application shall be in the name of and shall vest in the Assignee

TO HOLD unto the Assignee absolutely

(2) The Assignee hereby covenants with the Assignor that the Assignee shall not assign any of its rights and benefits hereunder other than subject to the terms of this assignment and upon condition that the party in whose favour such disposition is made shall enter into an agreement with the Assignor in terms of this clause and clause (3) and (4) below.

(3) In further consideration of the assignment the Assignee shall pay to the Assignor a royalty of 5% of the ex-works invoice price of any articles which fall within the scope of the Application. The Assignee shall also pay to the Assignor 50% of any payments received in respect of commercial rights. In the event that Mr. Andrew J.J. Hall is no longer a Director of the Assignee nor under its direct employ, [or if the Assignee is acquired by a third party] [or if the Assignor Mr. Andrew J.J. Hall is no longer the majority shareholder of the assets of the Company] then the royalty rate applicable under this clause shall be re-negotiable.

(4) Payment due under the preceding clause shall be made monthly, accompanied by a statement showing the quantities, invoice prices and other relevant information relating to sales of articles covered by the Application during that month.

(5) At the request and cost of the Assignee the Assignor shall assist the prosecution of the Application to grant and will execute all such documents and do all such acts as may be necessary or proper to obtain the acceptance of the Application and for procuring the grant of a Patent pursuant to the Application. In the event that the Comptroller of Patents sends to either party under Rule 37 of the Patents Rules 1978 observations made by virtue of s.21 Patents Act 1977, the Assignor shall render to the Assignee all information and assistance within his power with a view to satisfying the Comptroller that a patent shall issue substantially in the form applied for.

(6) In the event that the validity of any patent granted pursuant to the Application is challenged on any point upon which the Assignor has or can procure information or advice which may assist in meeting and defeating or reducing the effect of such a challenge, the Assignor agrees and/or undertakes to supply or procure the supply of such information and/or advice without unreasonable delay but subject to the right to charge for costs and expenses incurred pursuant to this provision.

(7) The Assignor has not done and will not do any act, matter or thing whereby the patent applied for in the Application may be invalidated.

(8) While the Agreement remains in force the Assignee will not do any act, matter or thing whereby the patent applied for in the Application may be invalidated.

(9) IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a large transaction or of a series of transactions in respect of which the amount in value or the aggregate amount or value of the consideration exceeds £30,000 pounds.

IN WITNESS whereof the Assignor and the Assignee have set their hands the day and year first above written.

SIGNED by the Assignor by

[Redacted Signature] in

the presence of:

[Redacted Name]

SIGNED on behalf of the Assignee by

[Redacted Signature] in

the presence of:

[Redacted Name]