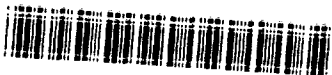


10-19-1998



100852566

SHEET

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies): **10-6-98**
Barton John KENYON and Dion Charles Chewe MARTIN
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies)
Name: ResMed Limited,
an Australian company
Internal Address _____
Street Address: 82 Waterloo Road
City: North Ryde State: New South Wales 2113
Country: AUSTRALIA
Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance:
[x] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other _____
Execution Date: September 11, 1998

4. Application number(s) or patent number(s): **09,099,665**
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s)
(Serial No. 09/099,665)
Additional numbers attached? [] Yes [x] No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed
Name: Lee R. Osman, Esq.
Internal Address: Holland & Hart LLP
P.O. Box 8749
Denver, CO 80201-8749
Street Address: 555 17th Street, Suite 3200
City: Denver State: CO ZIP: 80202

6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 3.41).....\$ 40.00
[x] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document
Lee R. Osman
Name of Person Signing
Lee R. Osman
Signature
October 6, 1998
Date

Total number of pages including cover sheet, attachments and document: [3]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

'C'

A S S I G N M E N T

WHEREAS, we, Barton John KENYON and Dion Charles Chewe MARTIN, whose post office addresses are shown below, have made a certain new and useful invention relating to APPARATUS FOR SUPPLYING BREATHABLE GAS, for which we have made application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Application Serial No. 09/099,665, filed on June 18, 1998, for APPARATUS FOR SUPPLYING BREATHABLE GAS; and

WHEREAS, we now own the entire right, title and interest therein; and

WHEREAS, ResMed Limited, an Australian company, ACN 003 765 142, whose post office address is 82 Waterloo Road, North Ryde, New South Wales 2113 Australia, is desirous of acquiring the entire interest in and to said invention, said application, or any continuation, division, renewal, or substitute thereof, and the Letters Patent, or any reissue or re-examination thereof, to be obtained therefor:

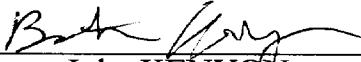
NOW THEREFORE, for and in consideration of the sum of Ten Dollars Australian (A\$10.00) and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said ResMed Limited, and said assignee's legal representatives, successors and assigns, the entire right, title and interest in and to said invention, said application or any continuation, division, renewal or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissue or re-examination thereof; and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, we hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal

representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date indicated below.

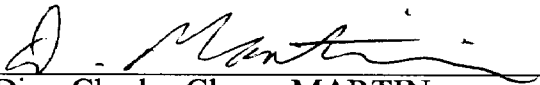
SEPTEMBER 11TH, 1998



Barton John KENYON
Residence Address:
26 Main Street
DUMBLETON, Evesham, Worcester WR11 6TH
UNITED KINGDOM

DUMBLETON

September 11, 1998



Dion Charles Chewe MARTIN
Residence Address:
1 Norman Street
Concord, New South Wales 2137
AUSTRALIA

DENVER:0866033.01