

01-31-2001

Attorney Docket No. 009103-013620

FORM PTO-1595
(Rev. 6-93)U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Asst. Commissioner for Patents

101580185

Documents or copy thereof.

1. Name of conveying party(ies):

Medical Taping Systems, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

7-27-2000

2. Name and address of receiving party(ies):

Name: Nellcor Puritan Bennett Incorporated

Internal Address: n/a

Street Address: 4280 Hacienda Drive

City: Pleasanton State: California ZIP: 94588

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: August 13, 1997

4. Application number(s) or patent number(s).

If this document is being filed together with a new application, the execution date of the application is: n/a

A. Patent Application No.(s) 08/505,975

B. Patent No.(s) n/a

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul C. Haughey
 TOWNSEND and TOWNSEND and CREW LLP
 Two Embarcadero Center, 8th Floor
 San Francisco, California 94111-3834
 (650) 326-2400

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- ☐ Enclosed ☒ Charge Fees to Deposit Account
☒ Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account

8. Deposit account number: 20-1430

DO NOT USE THIS SPACE

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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.

Paul C. Haughey
 Name of Person Signing

Signature

August 19, 1997
 Date

Atty. Reg. No. 31,836

Total number of pages including cover sheet, attachments, and document: 4

10. Change Correspondence Address to that of Part 5? ☒ Yes ☐ No

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover sheet information to:

Do not detach this portion
 Asst. Commissioner for Patents
 Box Assignments
 Washington, D.C. 20231

PATENT
 REEL: 011279 FRAME: 0397

JC882 U.S. PTO
 09/626733
 07/27/00

ASSIGNMENT

WHEREAS, Medical Taping Systems, Inc., a corporation organized and existing under the laws of Pennsylvania and having a place of business at 13 Dan Drive, Glen Moore, Pennsylvania 19343 ("Assignor"), is the owner of all right, title and interest in certain trademarks, trade names, patents and other intellectual property used in connection with its business, including United States Letters Patent No. 5,507,286 entitled "Method and Apparatus for Improving the Durability of a Sensor" (the "Intellectual Property");

WHEREAS, Nellcor Puritan Bennett Incorporated, a corporation organized and existing under the laws of Delaware and having a place of business at 4280 Hacienda Drive, Pleasanton, California 94588 ("Assignee"), is desirous of acquiring the entire right, title and interest in the Intellectual Property, including any goodwill represented by the trademarks and trade names, and any existing or future continuations, continuations-in-part, divisions, foreign counterpart applications and foreign counterpart patents of United States Letters Patent No. 5,507,286;

NOW, THEREFORE, be it known that for and in considerations of certain valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, its successors, assigns and legal representatives, all right, title and interest in and to the Intellectual Property, including the goodwill of the business connected with the use of and symbolized by the trademarks and trade names, and any existing or future continuations, continuations-in-part, divisions, foreign counterpart applications and foreign counterpart patents of United States Letters Patent No. 5,507,286, and any substitute applications therefor, and any

ASSIGNMENT

WHEREAS, Medical Taping Systems, Inc., a corporation organized and existing under the laws of Pennsylvania and having a place of business at 13 Dan Drive, Glen Moore, Pennsylvania 19343 ("Assignor"), is the owner of all right, title and interest in certain trademarks, trade names, patents and other intellectual property used in connection with its business, including United States Letters Patent No. 5,507,286 entitled "Method and Apparatus for Improving the Durability of a Sensor" (the "Intellectual Property");

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patent which may issue thereon; as well as any reissues, reexaminations and extensions of the same; and Assignor requests competent authorities to grant and issue any and all patents which may issue on such United States or foreign applications, reissues or reexaminations to Assignee as the assignee of the entire right, title and interest therein; and Assignor further agrees to execute upon request of Assignee such additional documents, if any, as are necessary and proper to secure patent protection on said invention, or to secure trademark protection on such trademarks or trade names as are used in connection with its business; and to otherwise give full effect to and perfect the rights of Assignee under this Assignment. Assignor further assigns to Assignee the right to sue for and collect damages for past infringements of the Intellectual Property.

MEDICAL TAPING SYSTEMS, INC.

Dated: 8/13/97

By

Name:

Stephen D. Solenberger

Title:

President

STATE OF Pennsylvania)
 : ss.:
COUNTY OF CHESTER)

On this 12 day of ^{AUGUST} ~~May~~, 1997, before me personally came

STEPHEN D SOLENBERG, who being by me duly sworn did depose and say that s/he
is President of Medical Taping Systems, Inc., the corporation described in
and which executed the foregoing Assignment, and that s/he is authorized by said
corporation to sign her/his name thereto.

Charlotte A. Beideman

Notary Public

Notarial Seal
Charlotte A. Beideman, Notary Public
West Vincent Twp., Chester County
My Commission Expires Aug. 9, 1999
Member, Pennsylvania Association of Notaries

patent which may issue thereon; as well as any reissues, reexaminations and extensions of the same; and Assignor requests competent authorities to grant and issue any and all patents which may issue on such United States or foreign applications, reissues or reexaminations to Assignee as the assignee of the entire right, title and interest therein; and Assignor further agrees to execute upon request of Assignee such additional documents, if any, as are necessary and proper to secure patent protection on said invention, or to secure trademark protection on such trademarks or trade names as are used in connection with its business; and to otherwise give full effect to and perfect the rights of Assignee under this Assignment. Assignor further assigns to Assignee the right to sue for and collect damages for past infringements of the Intellectual Property.

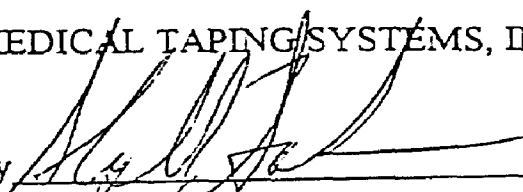
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and which executed the foregoing Assignment, and that s/he is authorized by said
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