

10-02-2001



BOX ASSIGNMENTS

REC 101861788  
PATENT APPLICATIONS & PATENTS ONLY

TO: The Honorable Commissioner of Patents and Trademarks:  
SIR: Please Record the Attached Original Document(s) or Copy(ies) Thereof.

1. Name of Conveying Party(ies) (Assignor(s)):  
1. Eric W. Starr  
2. Michael T. Kane  
3. Eugene N. Scarberry  
4.  
5.  
6.  
Additional Name(s) of Conveying Party(ies) Attached?  Yes  No

09/24/01

2. Name and Address of Party(ies) (Assignee(s)) Receiving Interest:  
Name: RESPIRONICS, Inc.  
Address: 1501 Ardmore Boulevard  
Pittsburgh, PA 15221  
Additional Name(s) and Address(s) Attached?  YES  NO

3. Nature of Conveyance (Document):  
(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document):  
 Assignment of :  Whole  Part Interest  
 Change of Name  Verified Translation  
 Security Agreement  Merger  Other: —  
Execution Date(s): 09/10/01, 09/14/01 and 09/17/01

09/19/01

4. Application Number(s) or Patent Number(s):  
Execution date(s) on the Declaration if Filed Herewith: 09/10/01, 09/14/01 and 09/17/01  
(NOTE: If dates on declaration and assignment differ, see atty)

A. Patent Application Number(s):  
B. Patent Number(s):  
Not Yet Assigned  
Additional Numbers Attached?  Yes  No

5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed:  
Michael W. Haas  
RESPIRONICS, Inc.  
1501 Ardmore Boulevard  
Pittsburgh, PA 15221

6. Number Involved:  
Appln(s) 1 + Patent(s) 0 = TOTAL 1  
7. Total fee (37 C.F.R. § 3.41)  
Above Total x \$40 = \$40.00  
 Enclosed (Check No. 197673)  
 Authorized to be charged to Deposit Account No. 50-0558

5.5 Attorney Docket Number(s): 97-18 C2

8. If Above Fee is Missing or Inadequate, Charge the Insufficiency to Deposit Account Number: 50-0558

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.

Michael W. Haas  
Signature

10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet). 3

Attorney: Michael W. Haas  
Reg. No.: 35,174  
Tel: (412) 473-5026  
Date: September 24, 2001  
Fax: (412) 473-5021

09/26/2001 11:00:01 AM 0000042 09761618

03 FC:581 40.00 DP

## ASSIGNMENT of U.S. Patent Application

WHEREAS, the undersigned, to wit:

- 1) Eric W. Starr  
Post Office Address: 3135 West Wind Drive, Allison Park, Pennsylvania, 15101
- 2) Michael T. Kane  
Post Office Address: 320 Dogwood Drive, Delmont, Pennsylvania, 15626
- 3) Eugene N. Scarberry  
Post Office Address: 208 Terrace Court Road, Trafford, Pennsylvania, 15085
- 4) \_\_\_\_\_  
Post Office Address: \_\_\_\_\_
- 5) \_\_\_\_\_  
Post Office Address: \_\_\_\_\_
- 6) \_\_\_\_\_  
Post Office Address: \_\_\_\_\_

(hereinafter collectively ASSIGNOR), has/have made an invention known as Atty Dkt. No.: 97-18 C2, entitled:

<b>PATIENT MONITOR AND METHOD OF USING SAME</b>
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for which an application for Letters Patent of the United States

- is about to be filed as a Provisional Application in the United States Patent and Trademark Office;
- was filed as a Provisional Application on \_\_\_\_\_, as Appln. No.: \_\_\_\_\_
- was executed even date herewith and is about to be filed in the United States Patent and Trademark Office;
- was filed on \_\_\_\_\_, Appln. No.: \_\_\_\_\_

AND WHEREAS RESPIRONICS, Inc. (hereinafter ASSIGNEE), a corporation duly organized and existing under the laws of the State of Delaware and having its principal office and place of business at 1501 Ardmore Boulevard, Pittsburgh, PA 15221-4401, desires to acquire the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR, does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest to the said invention in the United States and all foreign countries, as described in the aforesaid application, and to the said application and to all subsequent applications based thereon including regular applications, continuations, divisions, renewal, reissues and substitutes of said application and any legal equivalent thereof, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating

to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives;

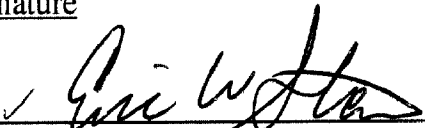
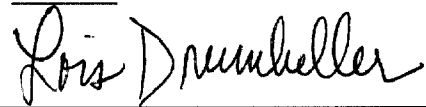
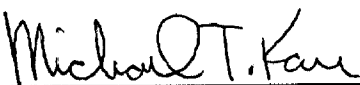
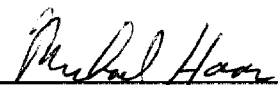
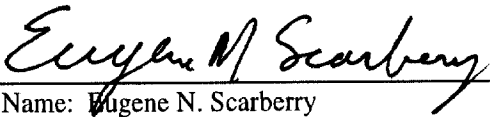
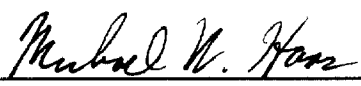
AND ASSIGNOR hereby agrees to execute any papers requested by ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the invention hereby transferred;

ASSIGNOR COVENANTS and AGREES with the ASSIGNEE that no assignment, sale, agreement, encumbrance or other writing or act has been or will be made or entered into that would conflict with this assignment and sale;

ASSIGNOR FURTHER COVENANTS that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to us and we will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof; and

ASSIGNOR furthermore agrees upon request of said ASSIGNEE, and without further remuneration, to execute any and all papers desired by said ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in said ASSIGNEE.

Executed on the date(s) below indicated.

<u>Signature</u>	<u>Date Signed</u>	<u>Witness</u>
1)  Name: Eric W. Starr	9/10/01	 Lois Drumbheller
2)  Name: Michael T. Kane	9/14/01	 Michael Haas
3)  Name: Eugene N. Scarberry	9/17/2001	 Michael W. Haas
4) _____ Name:	_____	_____
5) _____ Name:	_____	_____
6) _____ Name:	_____	_____