

PATENT
REEL: 012716 FRAME: 0419

ASSIGNMENT

(1-5) Insert Name(s) of Inventors

(1) Colin SULLIVAN

In consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations paid to each of the undersigned, the receipt of which is hereby acknowledged, each of the undersigned agrees to assign, and hereby does assign, and set over to

(6) Insert Name of Assignee

(6) Australian Centre for Advanced Medical Technology Ltd

(7) Insert Address of Assignee

(7) David Read Laboratories, Department of Medicine,
University of Sydney, New South Wales 2006,
AUSTRALIA

(hereinafter designated as the Assignee) the entire right, title and interest owned by the undersigned for the United States, its territories, dependencies and possessions, in the invention known as

(8) Insert Identification of Invention,

(8) Apparatus and method for the treatment of an upper
airway flow limitation

such as Title, Case Number or
Foreign Application Number

for which the undersigned has filed or will file a provisional application, or for which undersigned has executed a non-provisional application for patent in the United States of America

(9) Insert Date of Signing
of Application

(9) on _____

(10) Alternative Identification
for Filed Applications

(10) U.S. Application Number _____

filed _____

and each of the undersigned also agrees to assign, and hereby does assign, transfer and set over to said assignee all provisional and non-provisional applications for patent and any original and reissued Letters Patent of the United States granted for said invention and any divisions, reissues, continuations and extensions thereof and in and to any Letters Patent that may be granted thereon, including the subject matter of any and all claims which may be obtained in every such patent.

1) Each of the undersigned agrees to execute all papers in connection with the application and any continuing or divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient or essential to its full protection and title in and to the invention hereby transferred.

2) Each of the undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division or re-issue thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) Each of the undersigned agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

4) Each of the undersigned agrees to communicate to the Assignee or representatives thereof any facts known to him or her respecting the invention and improvements thereof, and will, upon request, but without expense to him or her, testify in any legal proceedings regarding the invention.

5) Each of the undersigned hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he or she has full right to convey the entire interest herein assigned, and that he or she has not executed and will not execute, any agreement in conflict herewith.

6) Each of the undersigned hereby grants the firm of Browdy and Neimark the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

7) This Assignment shall be binding upon the heirs, executors, administrators, and/or assigns of each of the undersigned, and shall inure to the benefit of the heirs, executors, administrators, successors and/or assigns of the Assignee.

In witness whereof, executed by each of the undersigned on the date opposite the name of the undersigned.

(1) Date 30.10.01 Signature of Inventor _____

Date 30.10.01 Witness _____

Date 30.10.01 Witness _____