

BOX ASSIGNMENTS

2-19-03

03-04-2003

RECORDATIO  
PATENT APPLI

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jce72 u. p. to  
10/368710  
02/19/03TO: 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)):

Name: RESPIRONICS, INC.  
Address: 1010 Murry Ridge Lane  
Murrysville, PA 15668-8525Additional Name(s) of Conveying Party(ies) Attached? ☐ Yes ☒ No

## 2. Name and Address of Party(ies) (Assignee(s)) Receiving Interest:

Name: RIC INVESTMENTS, INC.  
Address: 801 West Street, 2nd Floor  
Wilmington, DE 19801-1545Additional 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): December 18, 2002

## 4. Application Number(s) or Patent Number(s):

Execution date(s) on the Declaration if Filed Herewith: N/A(NOTE: If dates on declaration and assignment differ, see atty)

## A. Patent Application Number(s):

Not Yet Assigned

## B. Patent Number(s):

10368710

Additional Numbers Attached? ☐ Yes ☒ No

## 5. Name &amp; Address of Party to Whom Correspondence Concerning Document Should be Mailed:

Michael W. Haas  
RESPIRONICS, Inc.  
1010 Murry Ridge Lane  
Murrysville, PA 15668

## 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. 1112)  
☐ Authorized to be charged to Deposit Account No. 50-0558

5.5 Attorney Docket Number(s): 97-17 C1

## 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.

Signature

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

5

Attorney: Michael W. HaasReg. No.: 35,174

Tel: (724) 387-5026

Date: February 19, 2003

Fax: (724) 387-5021

## CONTRIBUTION AND ASSIGNMENT

THIS CONTRIBUTION AND ASSIGNMENT (this "Assignment"), made and entered into this 16<sup>th</sup> day of December, 2002 to be effective as of January 1, 2003 immediately following the distribution to Respirationics, Inc. of certain intellectual property of Respirationics Novamatrix, LLC (the "Effective Time"), by RESPIRONICS, INC., a Delaware corporation ("Assignor"), to and for the benefit of RIC INVESTMENTS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor will acquire certain intellectual property through the merger of Respirationics Georgia, Inc. with and into Assignor on December 31, 2002 (the "RIGA Intellectual Property") and through the distribution of certain intellectual property from Respirationics Novamatrix, LLC to Assignor on January 1, 2003, which intellectual property includes intellectual property distributed to Respirationics Novamatrix, LLC by Children's Medical Ventures, LLC (the "Novamatrix Intellectual Property");

WHEREAS, to centralize management and administration of the intellectual property acquired by Assignor; to enable Assignor to more accurately assess the performance and value of its various operations apart from the value added by its intellectual property; to hold, manage, protect, defend and enhance the value of such intellectual property; to facilitate operation of an asset management company in the United States in order to analyze the performance of such valuable intellectual property; to isolate intellectual property ownership into a separate legal entity to provide efficiencies within the Assignor's current organizational structure; to align the Assignor's assets and personnel, intellectual property and financial resources in order to focus the organization on its long-term business strategy; to impose on the Assignor financial burdens similar to that of other competitors; to protect Assignor in the event of a hostile takeover attempt; to provide a centralized system to deal with the intellectual property on a worldwide basis; to avoid conflicts between maximizing the value of the intellectual property and operational strategies by segregating the management of intellectual property from Assignor's other operations; and to allow the future licensing of the intellectual property;

WHEREAS, for such good and valid business purposes, including those listed above, Assignor determined it would be in its best interests to transfer certain intellectual property of Assignor to Assignee;

WHEREAS, Assignor incorporated Assignee on July 1, 1991, as a wholly-owned subsidiary for good and valid business purposes, including those listed above; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to legally bound hereby, and in accordance with Section 351 of the Internal Revenue Code of 1986, Assignor does hereby absolutely and unconditionally assign, transfer, contribute, set over and deliver to Assignee all of Assignor's rights, titles and interests in and to the following (collectively, the "Assigned Properties"):

The following RIGA Intellectual Property and Novamatrix Intellectual Property owned by Assignor at the Effective Time: all inventions, know-how and technology, whether patentable or not; all patents and patent applications; those trade secrets and proprietary data incorporated within Assignor's products; all trademarks, service marks and trade names and applications and registrations therefor, and all goodwill associated with such trademarks, service marks and trade names; and all copyright rights whether registered or not; provided, however, that any such item shall not be assigned to the extent that such assignment would violate its terms and/or require consent by another party if such consent was not timely obtained by Assignor as of the Effective Time or is prohibited by law, except that if such consent or approval is obtained within 180 days of execution hereof such item shall be assigned as provided herein on the date such consent or approval is obtained;

TO HAVE AND TO HOLD unto Assignee and Assignee's successors and assigns forever.

AND Assignor further agrees with Assignee as follows:

1. The person executing this Assignment has the authority to execute and deliver this Assignment. This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms. Assignor is the true and lawful owner of each of the Assigned Properties and will warrant and defend the title of said Assigned Properties against the lawful claims and demands of every kind or type of all persons whomsoever.

2. If, after the date of transfer of the Assigned Properties, Assignee reasonably determines that items of property or other rights necessarily related or ancillary to the Assigned Properties in accordance with the parties' intentions hereunder were not transferred to Assignee, then, upon the request of Assignee, Assignor shall cooperate with Assignee and use commercially reasonable efforts to assign to Assignee such items of property or other rights.

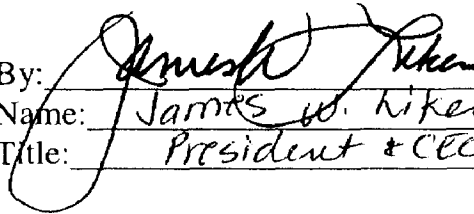
3. The provisions of this Assignment are intended to be severable. If any provision of this Assignment shall be held invalid or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any other provision of this Assignment.

4. This Assignment shall be governed by the laws of the State of Delaware, without regard to conflict of laws rules.

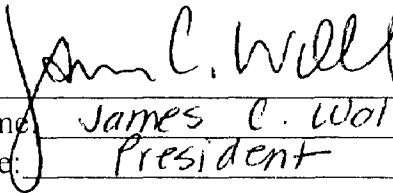
5. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by Assignee from Assignor under or by virtue of any other conveyance.

IN WITNESS WHEREOF, and intending to be legally bound, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first above written.

RESPIRONICS, INC., a Delaware corporation

By:   
Name: James W. Niken  
Title: President & CEO

RIC INVESTMENTS, INC., a Delaware corporation

By:   
Name: James C. Woll  
Title: President

## ACKNOWLEDGMENT

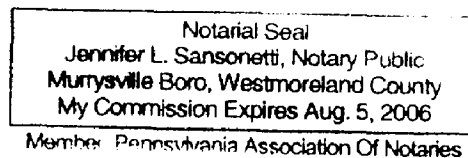
**COMMONWEALTH OF PENNSYLVANIA            )**  
**)**  
**COUNTY OF WESTMORELAND                )**

**ss:**

On this, the 18<sup>th</sup> day of December, 2002, before me, Jennifer L. Sansonetti, the undersigned officers, appeared James W. Liken who being by me duly sworn, did say that he is the President and CEO of Respironics, Inc., and James C. Woll, who being by me duly sworn, did say that he is the President of RIC Investments, Inc., and that they, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer Hanson  
Notary Public



**RECORDED: 02/19/2003**

**PATENT**  
**REEL: 013794 FRAME: 0390**