

04-15-2003



JLY

TO THE ASSISTANT COMMISSIONER

102514738

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT(S) OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. ResMed (R&amp;D) Limited

3.

5.

7.

2.

4.

6.

8.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NOJ1036 U.S. PTO  
29/179044  
04/02/03

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: ResMed Limited

04/02/03

ADDRESS: 97 Waterloo Road, North Ryde, New South Wales, 2113, Australia

ADDITIONAL NAME(S) & ADDRESS(ES) 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☐ ORIGINAL ☒ FACSIMILE/PHOTOCOPY☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION☐ SECURITY ☐ MERGER ☐ OTHER:

EXEC. DATE: 2/27/2002

EXECUTION DATE(S) ON THE DECLARATION IF FILED HERewith: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!) 2/26/2002

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 <sup>st</sup> INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 <sup>st</sup> INVENTOR if not in item 1
NEW	301627	LITHGOW			

5. Name & Address of Party to Whom Correspondence  
Concerning Document Should be Mailed:Pillsbury Winthrop LLP  
Intellectual Property Group  
P.O. Box 10500 McLean, VA 22102

6. NUMBER INVOLVED:

APPLNS 1 + PATS 0 = TOTAL = 1

7. AMOUNT OF FEE DUE: (Code 581)

ABOVE TOTAL x \$40 = \$40

5.5 ATTY DKT:

P 301627

8. PLEASE CHARGE TO OUR DEPOSIT ACCOUNT

NUMBER: 03-3975

UNDER ORDER NO

74066

301627

MATTER NO.

CLIENT REF.

dup. sheet not required

CLIENT NO.

MATTER NO.

9. 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)

3

Attorney: Paul T. Bowen

Reg. No. 38009

Atty/Sec: PTB/dlh

TEL: (703) 905-2020

Date: April 2, 2003

FAX: (703) 905-2500

FILE WITH PTO RETURN RECEIPT (PAT-103A)

## ASSIGNMENT

WHEREAS, ResMed (R&D) Limited ABN 42 087 053 969 an Australian company (hereinafter ResMed R&D), whose postal address is 97 Waterloo Road, North Ryde, New South Wales 2113, AUSTRALIA, is assignee of the entire right, title and interest in and to the invention relating to AN AIR DELIVERY DEVICE, for which application has been made for Letters Patent of the United States and titled AN AIR DELIVERY DEVICE, said right, title and interest being hereinafter referred to as the "Inventive Subject-matter"; and

WHEREAS, ResMed Limited, ABN 30 003 765 142, an Australian company (hereinafter ResMed) whose postal address is 97 Waterloo Road, North Ryde, New South Wales 2113 AUSTRALIA, is desirous of acquiring the entire right, title and interest in and to said "Inventive Subject-matter", 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, the receipt and sufficiency of which are hereby acknowledged, ResMed R&D has sold, assigned, and set over and by these presents does hereby sell, assign and set over unto the said ResMed, and ResMed's legal representatives, successors and assigns, the entire right, title and interest in and to said "Inventive Subject-matter", 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 ResMed R&D does hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned ResMed, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, ResMed R&D hereby covenants and agrees with ResMed that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of ResMed, execute such additional assignments and other writings and do such additional acts as ResMed may deem necessary or desirable to perfect ResMed'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 on the date indicated below.

For and on behalf of  
RESMED (R&D) LIMITED

KLAUS TO SIGN

By: *Klaus Schindler*

Title: *Director*

Date: *27 February 2002*

For and on behalf of  
RESMED LIMITED

BILL TO SIGN

By: *[Signature]*

Title: *DIRECTOR*

Date: *27 FEBRUARY 2002*