

Form PTO-1595 (modified)  
(Rev. 03/01)  
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To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John Tobey Clark  
Michael William Lane

6-18-03



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

Fluke Corporation  
6920 Seaway Boulevard  
Everett, Washington 98203

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: June 13, 2003

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

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:

A. Patent Application No.(s)

B. Patent No.(s)

5,348,005

Additional numbers attached?  Yes  No

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

SUGHRUE MION, PLLC

WASHINGTON OFFICE



23373

PATENT TRADEMARK OFFICE

6. Total number of applications and patents involved:

1

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

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*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.*

J. Warren Lytle, Jr.

Reg. No. 39,283

June 18, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 3

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## ASSIGNMENT

WHEREAS, We, John Tobey Clark and Michael William Lane, citizens of the United States of America, hereinafter referred to as "Inventors", respectively, whose post office addresses are: 119 Browns River Road, Essex, Vermont 05452; and 95 Meadow Road, Milton, Vermont 05468; have invented certain new and useful improvements in SIMULATION FOR PULSE OXIMETER as described in an application for Letters Patent of the United States of America, filed therefor on May 7, 1993, which issued as U.S. Patent Number 5,348,005 on September 20, 1994 ("the Patent"). (File No. A6258).

AND WHEREAS, Fluke Corporation, hereinafter referred to as the "said COMPANY", a corporation duly organized in the State of Washington and having a place of business at 6920 Seaway Boulevard, Everett, Washington 98203 U.S.A., is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to the Patent and any and all other patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that We, the Inventors, for good and valuable considerations, the receipt and sufficiency of which We hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to our invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to the Patent and any and all other patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions, or improvements.

AND We do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND We hereby covenant and warrant that we have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that we have not executed and will not execute any instruments in conflict herewith.

AND We, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that We, our executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all further applications, papers, power affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more

effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

IN WITNESS WHEREOF, I, John Tobey Clark, have hereunto set my hand and seal this 13 day of JUNE, 2003.

John Tobey Clark

State of Vermont )  
 ) -SS.  
County of Chittenden )

BE IT KNOWN, that on this 13<sup>th</sup> day of June, 2003, personally appeared John Clark, to me known and known to me to be the individual described in and who executed the foregoing assignment and he acknowledged to me that he executed the same.

SEAL

Sharon L. Bragg  
Notary Public in and for the State of Vermont  
Residing in Chittenden  
My Commission Expires: 2/16/07

IN WITNESS WHEREOF, I, Michael William Lane, have hereunto set my hand and seal this 13 day of June, 2003.

Michael William Lane

State of Vermont )  
 ) -SS.  
County of Chittenden )

BE IT KNOWN, that on this 13<sup>th</sup> day of June, 2003, personally appeared Michael Lane, to me known and known to me to be the individual described in and who executed the foregoing assignment and he acknowledged to me that he executed the same.

SEAL

Sharon L. Bragg  
Notary Public in and for the State of Vermont  
Residing in Chittenden  
My Commission Expires: 2/16/07