



10-20-2003



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Our Ref.: 4398-182

Commissioner of Patents and Trademarks  
Box Assignment, Washington, D.C. 20231

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): ResMed (R&amp;D) Limited</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: September 29, 2003</p>		<p>2. Name and address of receiving party(ies):</p> <p>Name: ResMed Limited Internal Address: Street Address: 97 Waterloo Road City: North Ryde, New South Wales State/Country: Australia Zip: 2113</p> <p>Additional name/s &amp; address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>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:</p> <table border="0"><tr><td>A. Patent Application No(s). (1) 10/391,440 (2) (3)</td><td>B. Patent No(s). (1) (2) (3)</td></tr></table> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				A. Patent Application No(s). (1) 10/391,440 (2) (3)	B. Patent No(s). (1) (2) (3)	
A. Patent Application No(s). (1) 10/391,440 (2) (3)	B. Patent No(s). (1) (2) (3)					
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Paul T. Bowen Internal Address: Street Address: Nixon &amp; Vanderhye P.C. 1100 North Glebe Road 8<sup>th</sup> Floor City: Arlington State: VA Zip: 22201</p>		<p>6. Total number of applications &amp; patents involved: 1</p> <p>7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.</p>				
<b>DO NOT USE THIS SPACE</b>						
<p>9. Statements 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.</p> <table border="0"><tr><td>Paul T. Bowen Name of Person Signing Reg. No. 38,009</td><td> Signature</td><td>October 14, 2003 Date</td></tr></table> <p>Total number of pages including original cover sheet, attachments, and document: [3]</p>				Paul T. Bowen Name of Person Signing Reg. No. 38,009	 Signature	October 14, 2003 Date
Paul T. Bowen Name of Person Signing Reg. No. 38,009	 Signature	October 14, 2003 Date				

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**PATENT**  
**REEL: 014593 FRAME: 0945**

## 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 partial right, title and interest in and to the Invention relating to ERGONOMIC AND ADJUSTABLE RESPIRATORY MASK ASSEMBLY WITH FRAME, for which application has been made for Letters Patent of the United States and which application may be identified in the United States Patent Office as Patent Application Serial No 10/391,440, filed on March 19, 2003, titled ERGONOMIC AND ADJUSTABLE RESPIRATORY MASK ASSEMBLY WITH FRAME, hereinafter referred to as the "Inventive Subject-matter";

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:

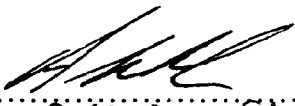
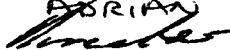
NOW THEREFORE, for and in consideration of the sum of Ten Dollars Australian (A\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ResMed R&D has sold, assigned, and set over and by these presents does hereby sell, assign and set over unto 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.

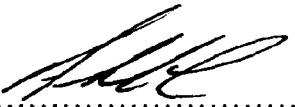
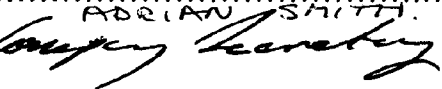
IN WITNESS WHEREOF, we have hereunto set our hands on the date indicated below.

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

By:   
..... ADRIAN SMITH .....  
Title: 

Date: ..... 29 SEPTEMBER, 2003 .....

For and on behalf of  
**RESMED LIMITED**

By:   
..... ADRIAN SMITH .....  
Title: 

Date: .... 29 SEPTEMBER, 2003 .....