

10-31-2003

PATENT  
CPC-006CN

RECC



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10.38.03

TO: Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type

☒ New  
☐ Resubmission (Non-Recordation)  
Document ID#: ☐ Correction of PTO Error  
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## Conveyance Type

☒ Assignment ☐ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☐ Other 

## U.S. Government

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☐ Departmental File ☐ Secret File

## Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedName  James W. BiondiExecution Date  
Month Day Year 08/29/2002Name  Nancy Lockhorn 09/10/2002Name  Robert Reynolds 08/29/2002Name Name 

## Receiving Party

☐ Mark if additional names of receiving parties attachedName (line 1)  Cardiopulmonary CorporationName (line 2) Address (line 1)  200 Cascade BoulevardAddress (line 2) Address (line 3)  Milford CT 06460

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

## Domestic Representative Name and Address

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Box Assignment, Director of the United States Patent and Trademark Office, Washington, D.C. 20231PATENT  
REEL: 014638 FRAME: 0685

**Correspondent Name and Address**

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz &amp; Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance documents including any attachments.

6

**Application Number(s) or Patent Number(s)**☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

10/260,796

**Patent Number(s)****Patent Cooperation Treaty (PCT)**Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

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PCT

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PCT

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**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number

#

20-0531

Authorization to charge additional fees:

Yes ☒No ☐**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. Charges to deposit account are authorized, as indicated herein.*

Ronda P. Moore, D.V.M., Reg. No. 44,244

Name of Person Signing

Signature

October 28, 2003

Date

2702403

Mail documents to be recorded with required cover sheet(s) information to:  
Box Assignment, Director of the United States Patent and Trademark Office, Washington, D.C. 20231

**ASSIGNMENT**

WHEREAS, We, James W. Biondi, Nancy Lockhorn, and Robert Reynolds have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

**A SYSTEM FOR AUTOMATICALLY WEANING A PATIENT FROM A VENTILATOR, AND  
METHOD THEREOF**

and

☐ identified by Attorney Docket No. CPC-006, and/or executed by me on even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 09/767,173 filed in the United States Patent Office on January 22, 2001; and

WHEREAS, Cardiopulmonary Corporation (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Connecticut, and having a usual place of business at 200 Cascade Boulevard, Milford, CT 06460, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-

provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

**IN TESTIMONY WHEREOF**, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor:

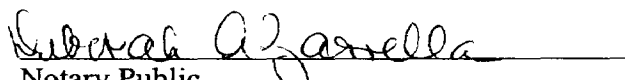
  
James W. Biondi

State of Connecticut )

County of New Haven

) ss Milford

Subscribed and sworn to before me, by the above-named James W. Biondi this 29 day of August, 2002.

  
Notary Public  
My Commission Expires: 10/31/02

Inventor:

Nancy Lockhorn

State of Connecticut )

County of

) ss

Subscribed and sworn to before me, by the above-named Nancy Lockhorn this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

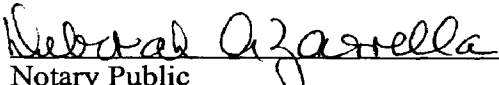
Inventor:

  
Robert Reynolds

State of Connecticut )  
County of New Haven

) ss *Milford*

Subscribed and sworn to before me, by the above-named Robert Reynolds this 29 day of August, 2002.

  
Notary Public  
My Commission Expires: 10/31/05

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provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

**IN TESTIMONY WHEREOF**, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: \_\_\_\_\_

James W. Biondi

State of Connecticut )

County of \_\_\_\_\_ ) ss

Subscribed and sworn to before me, by the above-named James W. Biondi this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Inventor: \_\_\_\_\_

Nancy Lockhorn  
Nancy Lockhorn

California  
State of ~~Connecticut~~ )  
County of Santa Clara ) ss

Subscribed and sworn to before me, by the above-named Nancy Lockhorn this 10<sup>th</sup> day of September, 2002.

Jennifer L. Luikens  
Notary Public

My Commission Expires: 10/1/05

