

PATENT ASSIGNMENT

Electronic Version v07
 Stylesheet Version v02

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	ASSIGNMENT OF ASSIGNOR'S INTEREST				
CONVEYING PARTY DATA					
Name	Execution Date				
University College Dublin	2003-10-14				
RECEIVING PARTY DATA					
Name	Street Address	Internal Address	City	State/Country	Postal Code
BiancaMed Limited	28 Dartmouth Road		Dublin	IE	6
PROPERTY NUMBERS Total: 1					
Property Type	Number				
Application Number	09952688				
CORRESPONDENCE DATA					
<p>FAX NUMBER: (202) 293-6229 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.</p> <p>CUSTOMER NUMBER: 30678</p>					
NAME OF PERSON SIGNING:	Larry J. Hume				
DATE SIGNED:	2004-07-08				
<p>Total Attachments: 6 source=2226000001US1-usassn-A000001.tif source=2226000001US1-usassn-A000002.tif source=2226000001US1-usassn-A000003.tif source=2226000001US1-usassn-A000004.tif source=2226000001US1-usassn-A000005.tif source=2226000001US1-usassn-A000006.tif</p>					

CH \$40.00 220185 09952688

THIS AGREEMENT is made the 14th day of October 2003 (the "Agreement")

BETWEEN:

UNIVERSITY COLLEGE DUBLIN,
NATIONAL UNIVERSITY OF IRELAND, DUBLIN
of Belfield, Dublin 4, Ireland
(the "Assignor")

- and -

BIANCAMED LIMITED
a company incorporated under
the laws of Ireland,
registered under number 372477
of 28 Dartmouth Road, Dublin 6
(the "Assignee")

INTRODUCTION

- A. The Assignor owns the Intellectual Property Rights referred to in this Agreement.
- B. The Assignor has agreed to assign all its rights, title and interest in and to the Intellectual Property Rights to Assignee on the terms set out in the Agreement.

IT IS AGREED:

1. Definitions

In this Agreement the following terms shall have the meanings set out below:

- (a) "Intellectual Property", the intellectual property brief particulars of which is set out in the attached Schedule.

"Intellectual Property Rights", means all intellectual property rights relating to the Intellectual Property including without limitation patents, (including utility models and inventions), trade marks (including service marks, trade names and business names), design rights, copyright and related rights (including but not limited to rights in respect of software), internet designations (including domain names), moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, confidential information and trade secrets

for the full term of such rights and including any extension to or renewal of the terms of such rights and all statutory and common law rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world.

2. Assignment

- (a) Subject to Clause 2(b) below, in consideration of the sum of Euro• 1 now paid by the Assignee to the Assignor (receipt of which the Assignor now acknowledges) and other good and valuable consideration, the Assignor now assigns and transfers to the Assignee absolutely:
 - (i) all right, title and interest in the Intellectual Property Rights;
 - (ii) the right to sue for past infringements of the Intellectual Property Rights and to retain any damages obtained as a result of such action to the Assignee; and
 - (iii) all rights and benefits relating to the above including without limitation any right to claim priority from any of the above.
- (b) The Assignee agrees to grant to the Assignor a non-exclusive non-transferrable world-wide royalty free licence to use the Intellectual Property Rights for non-commercial use.

3. Undertaking

- (a) The Assignor undertakes to assign to the Assignee absolutely all rights, title and interest in and to the Intellectual Property Rights to the extent such assignment has not been made pursuant to Clause 2 above.
- (b) To the extent that the Assignor cannot assign any Intellectual Property Rights to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be waived and shall not be exercised against the Assignee.

4. Warranty

The Assignor represents and warrants that:-

- (a) it is the legal and beneficial owner of all Intellectual Property Rights in the Intellectual Property which are unfettered and not subject to any charge, lien, encumbrance or any other adverse right or interest, and the Assignor is entitled to enter into this Agreement; and

5. Further Assurance

The Assignor shall at no additional charge, on being requested to do so by the Assignee and at the cost and expense of the Assignee, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Agreement and secure to the Assignee the full benefit of the rights in this Agreement. The Assignor irrevocably appoints the Assignee to be its attorney to act in its name and on its behalf to execute and do any such instruments and things and generally to use its name for the purpose of giving to the Assignee (or its nominee) the full benefit of this Agreement.

6. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to its subject matter. Each of the parties confirms that it has not relied upon any representations not recorded in this document inducing it to enter into this Agreement. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of each of the parties on or after the date of this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this Agreement.

8. Stamp Duty Certificate

IT IS HEREBY CERTIFIED that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration involved exceeds • 10,000 (ten thousand Euro).

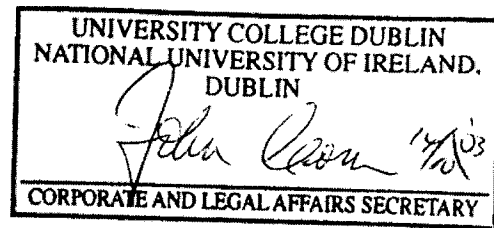
IN WITNESS of which this Agreement has been executed by or on behalf of the parties on the date first above written.

SCHEDULE

Intellectual Property

US Patent Application Number 09/952,688 (electrocardiogram-based detection of sleep disordered breathing) including any rights it may have in respect of corresponding applications to be filed based on that patent application and all other rights derived therefrom.

Signed for and on behalf
of UCD
in the presence of:-



Sinead McNally, EXECUTIVE ASSISTANT, Belfield, Dublin 4

Signed for and on behalf
of BIANCAMED LIMITED
in the presence of:-

Caran O'Beirne 16 Oct 03

*Caran O'Beirne
Project Manager, Technology Transfer
Nov & UCD*