

RE

04-22-2004

ET

Our Ref.: 4398-325

**Mail Stop Assignment Recordation Se**

Commissioner of Patents

P.O. Box 1450

Alexandria, VA 22313-1450

102727303

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

1. Name of conveying party(ies):

ResMed (R&D) Limited

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

Name: ResMed Limited

Internal Address:

Street Address: 97 Waterloo Road

City: North Ryde

State/Country: New South Wales, Australia

Zip: 2113

Additional name/s of conveying party/ies attached? ☐

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Assignment

☐ Change of Name

☐ Other

Execution Date: February 27, 2002

Additional name/s & address/es attached? ☐ Yes ☒ No

2926

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).

(1) Divisional of USSN 29/179,044

(2)

(3)

B. Patent No(s).

(1)

(2)

(3)

Additional numbers attached ☐ Yes ☒ No

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

Name: Paul T. Bowen

Internal Address:

Street Address: Nixon & Vanderhye P.C.

1100 North Glebe Road

8<sup>th</sup> Floor

City: Arlington State: VA Zip: 22201

6. Total number of applications & patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account #14-1140

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.**

**DO NOT USE THIS SPACE**

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.

Paul T. Bowen

Name of Person Signing

Reg. No. 38,009

[Signature]  
Signature

April 16, 2004

Date

Total number of pages including **original** cover sheet, attachments, and document: [3]

04/19/2004 ANABI1 00000120 29203510 40.00 DP  
03 FC:8021

## 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

KLAVIS TO SIGN

By: *Klaus Schindler*  
Title: *Director*

Date: *27 February 2002*

For and on behalf of  
RESMED LIMITED

BILL WILLIAMS TO SIGN

By: *[Signature]*  
Title: *DIRECTOR*

Date: *27th February 2002*

COPY

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COPY

Page 1 of 2

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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*

COPY