

1/21/05

02-07-2005

**RECORDATION
PATI**



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To the Director of the U.S. Patent and Trademark Office

and attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Timothy L. Johnson

Execution Date(s) January 19, 2005

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

2. Name and address of receiving party(ies)

Name: Nonin Medical, Inc.

Internal Address: _____

Street Address: 2605 Fernbrook Lane North

City: Plymouth

State: Minnesota

Country: _____ Zip: 55447-4755

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: John F. Klos c/o Fulbright & Jaworski LLP

Internal Address: _____

Street Address: 80 South 8th St. 2100 IDS Center

City: Minneapolis

State: MN Zip: 55402-2112

Phone Number: 612-321-2806

Fax Number: 612-321-9600

Email Address: jklos@fulbright.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

John F. Klos

Signature

January 20, 2005

Date

John F. Klos

Name of Person Signing

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

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

112948 U.S. PTO
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ASSIGNMENT

WHEREAS, Timothy L. Johnson, having a residence at 2640 Zanzibar Lane North, Plymouth, Minnesota 55447, made an invention disclosed and claimed in an application for United States Letters Patent entitled **Sensor System with Memory and Method of Using Same**, filed herewith;

WHEREAS, Timothy L. Johnson ("assigning inventor") is desirous of assigning his entire right, title and interest in and to said invention and any U.S. or foreign Letters Patent that may be issued thereon, and any improvements thereto; and

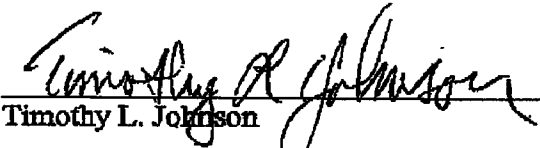
WHEREAS, Nonin Medical, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, having a principal place of business located at 2605 Fernbrook Lane, Plymouth, Minnesota 55447, is desirous of acquiring the right, title, and interest of Timothy L. Johnson in and to said invention, the U.S. and foreign Letters Patent that may be issued thereon, and any improvements thereto;

NOW THEREFORE, Be It Known, that for good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the entire right, title, and interest of said Timothy L. Johnson in and to said application for United States Letters Patent, the invention disclosed and claimed therein, and any renewals, reexaminations, reissues, extensions, substitutions, continuations, continuations-in-part, or divisionals thereof, including all foreign patents or rights claiming the benefit of priority therefrom or relating thereto, as fully set forth and described in the application for Letters Patent, is hereby sold, assigned and transferred unto Nonin Medical, Inc.

Pursuant to this Assignment, Timothy L. Johnson warrants that he has made no other assignment, license, transfer, grant, mortgage, encumbrance, or other agreement regarding or

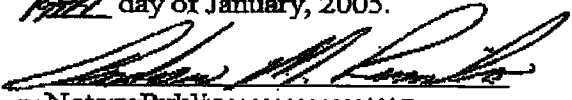
affecting the rights and intellectual property interests in the subject invention to or with any party other than Nonin Medical, Inc. and agree that he and his executors or legal representatives will make, execute, and delivery any and all written instruments including application papers, affidavits, assignments, or other documents as requested by Nonin Medical, Inc.; will communicate to Nonin Medical, Inc. any facts or circumstances known to them regarding the conception or reduction to practice of the invention or improvements thereon; will cooperate with and testify on behalf of Nonin Medical, Inc. in any proceeding before the U.S. Patent and Trademark Office, foreign patent office, state or federal court, or any administrative body or alternate dispute resolution forum; and generally do all things which may be desirable or necessary in the view of Nonin Medical, Inc. to vest, obtain, secure, perfect, maintain, or enforce any rights under the invention, application, Letters Patent, or similar proprietary intellectual property rights created or subsisting therein, or any improvement thereto, which are the subject of this Assignment.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent in accordance with this Assignment.


Timothy L. Johnson

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Subscribed and sworn before me this
19th day of January, 2005.



Notary Public
NEW M. RUSINKO
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Jan. 31, 2005