

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Respironics, Inc.	06/27/2002

RECEIVING PARTY DATA

Name:	RIC Investments, Inc.
Street Address:	801 West Street
Internal Address:	2nd Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5483955
Patent Number:	5501214
Patent Number:	5540221
Patent Number:	5546934
Patent Number:	5558371

CORRESPONDENCE DATA

Fax Number: (724)387-5021

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 724-387-5026

Email: jennifer.sansonetti@respironics.com

Correspondent Name: Michael W. Haas

Address Line 1: 1010 Murry Ridge Lane

Address Line 4: Murrysville, PENNSYLVANIA 15668

NAME OF SUBMITTER:

Jennifer L. Sansonetti

PATENT

500039141

REEL: 016237 FRAME: 0702

CH \$200.00 5483955

**Total Attachments: 6**

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**PATENT**

**REEL: 016237 FRAME: 0703**

## **CONTRIBUTION AND ASSIGNMENT**

THIS CONTRIBUTION AND ASSIGNMENT (this "Assignment"), made and entered into this 27<sup>th</sup> day of June, 2002 to be effective as of July 1, 2001, by RESPIRONICS, INC., a Delaware corporation ("Assignor"), to and for the benefit of RIC INVESTMENTS, INC., a Delaware corporation ("Assignee").

WHEREAS, to centralize management and administration of the intellectual property currently held by Assignor; to enable Assignor to more accurately assess the performance and value of its various operations apart from the value added by its intellectual property; to hold, manage, protect, defend and enhance the value of such intellectual property; to facilitate operation of an asset management company in the United States in order to analyze the performance of such valuable intellectual property; to isolate intellectual property ownership into a separate legal entity to provide efficiencies within the Assignor's current organizational structure; to align the Assignor's assets and personnel, intellectual property and financial resources in order to focus the organization on its long-term business strategy; to impose on the Assignor financial burdens similar to that of other competitors; to protect Assignor in the event of a hostile takeover attempt; to provide a centralized system to deal with the intellectual property on a worldwide basis; to avoid conflicts between maximizing the value of the intellectual property and operational strategies by segregating the management of intellectual property from Assignor's other operations; and to allow the future licensing of the intellectual property;

WHEREAS, for such good and valid business purposes, including those listed above, Assignor determined it would be in its best interests to transfer certain intellectual property of Assignor to Assignee;

WHEREAS, Assignor incorporated Assignee on July 1, 1991, as a wholly-owned subsidiary for good and valid business purposes, including those listed above; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to legally bound hereby, and in accordance with Section 351 of the Internal Revenue Code of 1986, Assignor does hereby absolutely and unconditionally assign, transfer, contribute, set over and deliver to Assignee all of Assignor's rights, titles and interests in and to the following (collectively, the "Assigned Properties"):

The following intellectual property owned by Assignor on the date of execution hereof: all inventions, know-how and technology, whether patentable or not; all patents and patent applications; those trade secrets and proprietary data incorporated within Assignor's products; all trademarks, service marks and trade names and applications and registrations therefor, and all goodwill associated with such trademarks, service marks and trade names; and all copyright rights whether registered or not; provided, however, that any such item shall not be assigned to the extent that such assignment would violate its terms and/or require consent by another party if such consent was not timely obtained by Assignor or is prohibited by law, except that if such consent or approval is obtained within 180 days of execution hereof such item shall be assigned as provided herein on the date such consent or approval is obtained;

TO HAVE AND TO HOLD unto Assignee and Assignee's successors and assigns forever.

AND Assignor further agrees with Assignee as follows:

1. The person executing this Assignment has the authority to execute and deliver this Assignment. This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms. Assignor is the true and lawful owner of each of the Assigned Properties and will warrant and defend the title of said Assigned Properties against the lawful claims and demands of every kind or type of all persons whomsoever.

2. If, after the date of transfer of the Assigned Properties, Assignee reasonably determines that items of property or other rights necessarily related or ancillary to the Assigned Properties in accordance with the parties' intentions hereunder were not transferred to Assignee, then, upon the request of Assignee, Assignor shall cooperate with Assignee and use commercially reasonable efforts to assign to Assignee such items of property or other rights.

3. The provisions of this Assignment are intended to be severable. If any provision of this Assignment shall be held invalid or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any other provision of this Assignment.

4. This Assignment shall be governed by the laws of the State of Delaware, without regard to conflict of laws rules.

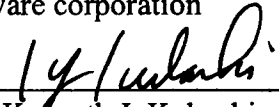
5. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by Assignee from Assignor under or by virtue of any other conveyance.

IN WITNESS WHEREOF, and intending to be legally bound, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

RESPIRONICS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RIC INVESTMENTS, INC.,  
a Delaware corporation

By:   
Name: Kenneth J. Kubacki  
Title: Vice President

STATE OF DELAWARE

)

)

ss:

COUNTY OF NEW CASTLE

)

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2002,  
by Kenneth J. Kubacki, the Vice President of  
RIC INVESTMENTS, INC., a Delaware corporation, on behalf of said corporation.

Penny Lee Miller  
Notary Public

[NOTARIAL SEAL]

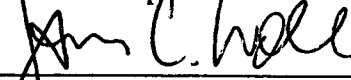
My commission expires:

**Penny Lee Miller**  
**Notary Public - State of Delaware**  
**My Commission Expires December 11, 2003**

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IN WITNESS WHEREOF, and intending to be legally bound, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

RESPIRONICS, INC.,  
a Delaware corporation

By: 

Name: JAMES C. WOLL

Title: VICE PRESIDENT AND CORPORATE CONTROLLER

RIC INVESTMENTS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )

WESTMORELAND )

COUNTY OF ~~ALLEGHENY~~ )

SS:

The foregoing instrument was acknowledged before me this 27 day of JUNE, 2002, by JAMES C. WOLL, the VP & CORPORATE CONTROLLER of RESPIRONICS, INC., a Delaware corporation, on behalf of said corporation.

Linda L. Farren  
Notary Public

[NOTARIAL SEAL]

My commission expires:

June 25, 2005

