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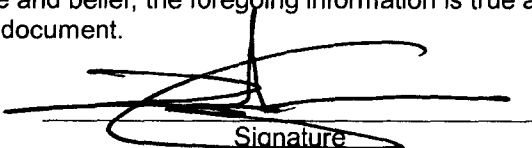


To the Director, U.S. Patent and Trademark Office

Documents or copy thereof.

11-30-05

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<p>1. Name of conveying party(ies): (List using or numbers for multiple parties) Massi E. Kiani</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name: Masimo Corporation Internal Address: Street Address: 40 Parker City: Irvine State: CA ZIP: 92618</p> <p>Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) November 28, 2005</p>	<p>4. US or PCT Application number(s) or US Patent number(s): <input checked="" type="checkbox"/> Patent Application No.: 11/221,411 Filing Date: September 6, 2005</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: MASIMO.464A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40 <input checked="" type="checkbox"/> Enclosed</p>	<p>8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. 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.</p> <p>John M. Grover Name of Person Signing</p> <p> Signature</p> <p>November 28, 2005 Date</p> <p>42,610 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 2</p>	

Documents transmitted via Mail to be recorded with required cover sheet information to:

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P.O. Box 1450
Alexandria, VA 22313-1450

2102764
112805

Application No.: 11/221,411
Filing Date: September 8, 2005

PATENT
Client Code: MASIMO.484A
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ASSIGNMENT

WHEREAS, I, Massi E. Kiani, residing at 35 Brindisi, Laguna Niguel, CA 92677, a citizen of the United States of America, have invented certain new and useful improvements in a NONINVASIVE HYPOVOLEMIA MONITOR for which I have filed an application for Letters Patent in the United States, Application No. 11,221,411, Filing Date September 8, 2006;

AND WHEREAS, Masimo Corporation (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 40 Parker, Irvine, CA 92618, desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Letters Patent before or after issuance.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28th day of NOV, 2005.

Masi E. Kiani
Massi E. Kiani

STATE OF California }
COUNTY OF Orange } ss.

On 28 NOV 2005, before me, Elisa Mulet, Notary Public, personally appeared Massi E. Kiani personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Elisa Mulet
Notary Signature

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