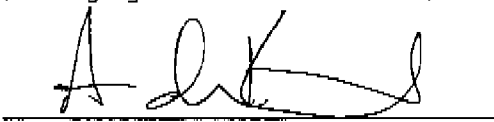


Client Code: MCAN.003CP1/004DA/005DA/006DA/007DA/008DA/010A/011A/012VPC

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Andromed, Inc.</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p align="center">() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Masimo Corporation</p> <p>Internal Address:</p> <p>Street Address: 40 Parker</p> <p>City: Irvine State: CA</p> <p>ZIP: 92618</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p align="center">() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>December 21, 2005</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Nos.: 5,602,924, issued 2/11/1997; D353,195, issued 12/6/1994; D353,196, issued 12/6/1994; D362,063, issued 9/5/1995; D363,120, issued 10/10/1995; D361,840, issued 8/29/1995; 6,595,316, issued 7/22/2003; 6,661,161, issued 12/29/2003; PCT/CA 2005/000536, filed 4/8/2005</p> <p>Additional numbers attached?</p> <p align="center">() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: MCAN.003CP1/004DA/005DA/006DA/007DA 008DA/010A/011A/012VPC</p>	<p>6. Total number of applications and patents involved: 9</p>
<p>7. Total fee (37 CFR 1.21(h)): \$360</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>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.</p> <p>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><u>Andrew I. Kimmel</u> Name of Person Signing</p> <p align="center"> Signature</p> <p align="right"><u>April 9, 2007</u> Date</p> <p>58,855 Registration No.</p> <p align="right">Total number of pages including cover sheet, attachments and document: 6</p>	

CH \$320.00 111410 5602924

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PATENT

700319607

REEL: 019140 FRAME: 0146

ASSIGNMENT OF PATENTS

WHEREAS, ANDROMED, INC., a Quebec corporation ("Assignor"), owns all right, title and interest in and to certain new and useful improvements for which it owns the patents and applications for patent listed at Schedule A attached hereto, including the inventions described therein and the patents issued and reissued thereon (collectively, the "Patents"), the renewals therefor and all claims for past infringement thereof.

WHEREAS, MASIMO CORPORATION, a Delaware corporation ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Patents, the renewals therefor and all claims for past infringement thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, its successors and assigns, Assignor's entire right, title, and interest throughout the world in and to the Patents and divisions, continuations and continuations-in-part 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, together with all rights of registration, maintenance, and protection thereof in any form, and all rights of recovery and of legal action for past infringements and of interference proceedings and reexamination involving such patents. Assignor hereby represents and agrees that it has no knowledge of any lien, security interest, restriction, claim or encumbrance in connection with the Patents, and that it has full power and authority to enter into and perform this Assignment.

Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name patent applications in the United States and in foreign countries in connection with the inventions hereby transferred, and to secure in its own name the patents issued thereon. Assignor hereby authorizes and requests 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 such improvements to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.


Assignor hereby agrees that upon request, it will execute all divisional, continuing and reissue applications, to extent Assignor has the power and authority to do so, and make all rightful oaths, and do all acts and sign all papers which Assignee, its successors or assigns may consider necessary in connection with the Patents and the assignment herein granted to Assignee.

[Signature Page Follows]

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of this 21st day of December, 2005.

ANDROMED INC., a Quebec corporation

By: 
Name: PASCAL LAROSE
Title: PRESIDENT & CEO

SCHEDULE A

PATENTS

REDACTED

<u>No</u>	<u>Application Number</u>	<u>Patent</u>	<u>Title</u>		<u>Status</u>
28					
29					
30					
31					
32	CA2005/000536		NONINVASIVE MONITORING OF RESPIRATORY RATE, HEART RATE, AND APNEA	PCT	PENDING
33					
34					
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REDACTED