

10-25-2007

Client Code: MLA.028NP



To the Director, U.S. Patent and Trade

103456341

original documents or copy thereof.

10.24.07

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1) Emile M. Bellott; 2) Dongsheng Bu; 3) Dr. James J. Childs; 4) Christopher Lambert; 5) Hubert A. Nienaber; 6) Shirley J. Shi; 7) Zhaolin Wang; 8) Jerome J. Workman; 9) Alex R. Zelenchuk</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Masimo Laboratories, Inc. Internal Address: Street Address: 40 Parker City: Irvine State: CA ZIP: 92618</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><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)</p> <p>1) 6/9/07; 2) 6/13/07; 3) 10/16/07; 4) 10/9/07; 5) 10/9/07; 6) 6/11/07; 7) 6/7/07; 8) 8/22/07; 9) 6/16/07</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent Application No.: 10/584,821 Filing Date: June 26, 2006</p> <p>Additional numbers attached?</p> <p><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</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.: MLA.028NP</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$25</p> <p><input checked="" type="checkbox"/> Enclosed</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>

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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.

Karoline A. Delaney
Name of Person Signing

Karoline A. Delaney
Signature

10/22/07
Date

44,058
Registration No.

Total number of pages including cover sheet, attachments and document: 19

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

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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PATENT
REEL: 020026 FRAME: 0650

ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a US citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a _____ citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a _____ citizen, residing at 50 Meadow Road, Boston, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a _____ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a _____ citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a _____ citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a _____ citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

AND WHEREAS, MASIMO LABORATORIES, INC. (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, we, the said inventors, do hereby acknowledge that we 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 we 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, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE 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 WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us 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 9 day of June, 2007

Emile M. Bellott
Emile M. Bellott

STATE OF MA }
COUNTY OF Essex } ss.

On June 9, 2007, before me, Emile M. Bellott, personally appeared Emile M. Bellott 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 she executed the same in her authorized capacity, and that by her 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] **Joanne L. Harritos**
Notary Public
My Commission Expires September 19, 2008
Essex County, Mass.

Joanne L. Harritos
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of June, 2007

Dongsheng Bu
Dongsheng Bu

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, personally appeared Dongsheng Bu 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] _____
Notary Signature

PATENT

Application No.: PCT/US04/043087
Filing Date: Dec. 23, 2004

Client Code: MLA.028NP
Page 1 of 6

ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a _____ citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a *China* citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a _____ citizen, residing at 50 Meadow Road, Boston, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a _____ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a _____ citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a _____ citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a _____ citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

AND WHEREAS, MASIMO LABORATORIES, INC. (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, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGEE, 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 we 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, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE 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 WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us 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.

PATENT

REEL: 020026 FRAME: 0653

Application No.: PCT/US04/043087
Filing Date: Dec. 23, 2004

PATENT
Client Code: MLA.028NP
Page 2 of 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Emile M. Bellott

STATE OF _____ }
 } ss.
COUNTY OF _____ }

On _____, before me, _____, personally appeared Emile M. Bellott 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 she executed the same in her authorized capacity, and that by her 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 13th day of June, 2007

Dongsheng Bu

Dongsheng Bu

STATE OF New Jersey }
 } ss.
COUNTY OF Middlesex }

IRA KEITH GORDON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 12, 2007

On June 13, 2007 before me, Ira Gordon, personally appeared Dongsheng Bu 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]

Ira Gordon

Notary Signature

ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a _____ citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a _____ citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a US citizen, residing at 50 Meadow Road, Boston, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a _____ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a _____ citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a _____ citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a _____ citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

AND WHEREAS, MASIMO LABORATORIES, INC. (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, we, the said inventors, do hereby acknowledge that we 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 we 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, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE 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 WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us 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 16 day of October, 2007

[Signature]
Dr. James J. Childs

STATE OF Massachusetts }
 } ss.
COUNTY OF Middlesex }

On 16th day of Oct. 2007 before me, Angela M. Neil, personally appeared Dr. James J. Childs 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]

[Signature]
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Christopher Lambert

STATE OF _____ }
 } ss.
COUNTY OF _____ }

On _____, before me, _____, personally appeared Christopher Lambert 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]

Notary Signature

Application No.: PCT/US04/043387
Filing Date: Dec. 23, 2004

PATENT
Client Code: MLA.028NP
Page 1 of 6

ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a _____ citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a _____ citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a _____ citizen, residing at 50 Meadow Road, Easton, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a _____ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a _____ citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a _____ citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a _____ citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

AND WHEREAS, MASIMO LABORATORIES, INC. (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, we, the said inventors, do hereby acknowledge that we have sold assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGEE, 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 we 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, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE 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 WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us 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.

Application No.: PCT/US04/043087
Filing Date: Dec. 23, 2004

PATENT
Client Code: MLA.028NP
Page 3 of 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Dr. James J. Childs

STATE OF _____

}
ss.

COUNTY OF _____

On _____ before me, _____, personally appeared Dr. James J. Childs 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of October, 2007.

Christopher R. Lambert
Christopher Lambert

STATE OF Massachusetts

}
ss.

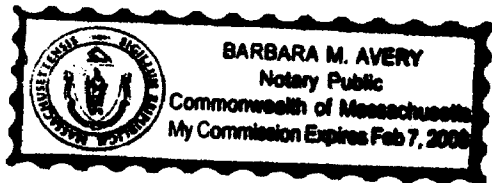
COUNTY OF Worcester

On Oct 9, 2007 before me, Barbara M. Avery, personally appeared Christopher Lambert 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]

Barbara M. Avery
Notary Signature



ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a _____ citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a _____ citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a _____ citizen, residing at 50 Meadow Road, Boston, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a ~~GERMAN~~ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a _____ citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a _____ citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a _____ citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

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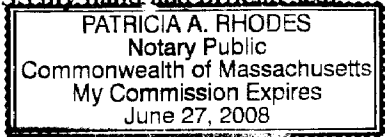
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of October, 2007

Hubert A. Nienaber
Hubert A. Nienaber

STATE OF Massachusetts }
COUNTY OF Essex } ss.

On 10/9/07, before me, Patricia A Rhodes, personally appeared Hubert A. Nienaber 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]

Patricia A Rhodes
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Shirley J. Shi

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, personally appeared Shirley J. Shi 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 she executed the same in her authorized capacity, and that by her 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]

Notary Signature

ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a _____ citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a _____ citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a _____ citizen, residing at 50 Meadow Road, Boston, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a _____ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a US citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a _____ citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a _____ citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

AND WHEREAS, MASIMO LABORATORIES, INC. (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, we, the said inventors, do hereby acknowledge that we 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 we 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, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE 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 WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us 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 _____ day of _____, 20__.

Hubert A. Nienaber

STATE OF _____ }
 } ss.
COUNTY OF _____ }

On _____, before me, _____, personally appeared Hubert A. Nienaber 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11th day of June, 2007



Shirley J. Shi

STATE OF Massachusetts }
 } ss.
COUNTY OF Middlesex }

On 11th June 07, before me, _____, personally appeared Shirley J. Shi 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 she executed the same in her authorized capacity, and that by her 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]

Notary Signature

ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a _____ citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a _____ citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a _____ citizen, residing at 50 Meadow Road, Boston, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a _____ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a _____ citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a US citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a _____ citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

AND WHEREAS, MASIMO LABORATORIES, INC. (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, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGEE, 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 we 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, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE 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 WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us 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 7th day of June, 2007

Zhaolin Wang
Zhaolin Wang

STATE OF Massachusetts }
COUNTY OF Norfolk } ss.

On 6-7-2007, before me, Zhaolin Wang, personally appeared Zhaolin Wang 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]

DESRINE MIGNOTTE
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Dec. 22, 2011

Desrine Mignotte
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Jerome J. Workman

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, personally appeared Jerome J. Workman 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]

Notary Signature

ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a _____ citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a _____ citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a _____ citizen, residing at 50 Meadow Road, Boston, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a _____ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a _____ citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a _____ citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a U.S.A citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

AND WHEREAS, MASIMO LABORATORIES, INC. (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, we, the said inventors, do hereby acknowledge that we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGEE, 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 we 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, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE 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 WE HEREBY covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us 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 _____ day of _____, 20__.

Zhaolin Wang

STATE OF _____ }
 } ss.
COUNTY OF _____ }

On _____, before me, _____, personally appeared Zhaolin Wang 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}

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of August, 2007

Jerome J. Workman
Jerome J. Workman

STATE OF Wisconsin }
 } ss.
COUNTY OF Flame }

On 8-08-07, before me, David R. Zoller Jr., personally appeared Jerome J. Workman 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}

David R. Zoller Jr.
Notary Signature 8-15-2010

ASSIGNMENT

WHEREAS, We, Emile M. Bellott, a _____ citizen, residing at 4 York Terrace, Beverly, MA 01915, Dongsheng Bu, a _____ citizen, residing at 4 Bay, Piscataway, NJ 08854, Dr. James J. Childs, a _____ citizen, residing at 50 Meadow Road, Boston, MA 01740, Christopher Lambert, a U.K. citizen, residing at 78 Manning Street, Hudson, MA 01749, Hubert A. Nienaber, a _____ citizen, residing at 282 Plantation Street, Worcester, MA 01604, Shirley J. Shi, a _____ citizen, residing at 3 Piper Road, Lexington, MA 02421, Zhaolin Wang, a _____ citizen, residing at 88 Kingsbury, Wellesley, MA 02481, Jerome J. Workman, a U.S. citizen, residing at 3305 Ambassador Drive, Madison, WI 53718, and Alex R. Zelenchuk, a U.S.A citizen, residing at 15 Orangewood Drive, Stoughton, MA 02072, have invented certain new and useful improvements in a SMMR (SMALL MOLECULE METABOLITE REPORTERS) FOR USE AS IN VIVO GLUCOSE BIOSENSORS for which we have filed an application under the Patent Cooperation Treaty, Application Number PCT/US04/043087, filed on Dec. 23, 2004, the national phase of which is U.S. Application No. 10/584,821, filed on June 26, 2006, and a continuation of which is U.S. Application No. 11/475,784, filed on June 26, 2006.

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

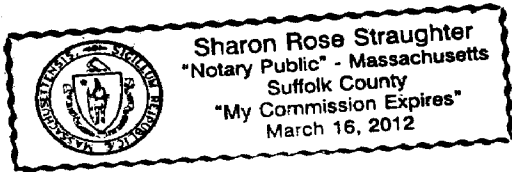
Alex R. Zelenchuk
Alex R. Zelenchuk

STATE OF MA }
 } ss.
COUNTY OF Norfolk }

On 6/16/2007, before me, Sharon Straughter personally appeared Alex R. Zelenchuk 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]



[Signature]
Notary Signature

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