

11/18/08

PTO-1595  
1-31-92



U.S. Department of Commerce  
United States Patent and Trademark Office

11-21-2008

HEET

Our Ref.: PTB-4398-846



103536263

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

<p>1. Name of conveying party(ies): 1 Rohan Neil PRIMROSE</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Assignment      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: <u>September 2, 2008</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>1) Name: ResMed Limited  Street Address: 1 Elizabeth Macarthur Drive  City: Bella Vista  State/Country: New South Wales, Australia      Zip: 2153</p> <p>2) Name  Street Address:  City:  State:      Zip:</p> <p>Additional name/s &amp; address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or patent number(s): <input type="checkbox"/> This assignment is being filed together with a new application.</p> <p>A. Patent Application No(s).  (1) 29/309,086  (2)  (3)</p>	<p>B. Patent No(s).  (1)  (2)  (3)</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Paul T. Bowen</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Nixon &amp; Vanderhye P.C.</u>  <u>901 North Glebe Road</u>  <u>11th Floor</u></p> <p>City: <u>Arlington</u>      State: <u>VA</u>      Zip: <u>22203</u></p>	<p>6. Total number of applications &amp; patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41)      \$ <u>40.00</u>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. <b>14-1140.</b></p>
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DO NOT USE THIS SPACE

9. Statements 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.

Paul T. Bowen            November 18, 2008  
Name of Person Signing      Signature      Date

Reg. No. 38,009

Total number of pages including original cover sheet, attachments, and document: [3]

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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**CONFIRMATION OF ASSIGNMENT**  
**Inventor to ResMed Limited**

WHEREAS, I, Rohan Neil PRIMROSE have made a certain new and useful invention relating to POSITIVE AIRWAY PRESSURE DELIVERY DEVICE AND/OR HUMIDIFIER AND/OR COMPONENTS, for which application has been made for Letters Patent of the United States and which application may be identified in the United States Patent Office as Design Application Serial No 29/309,086, filed on June 19, 2008, titled POSITIVE AIRWAY PRESSURE DELIVERY DEVICE AND/OR HUMIDIFIER AND/OR COMPONENTS; and

WHEREAS, I am the assignor of the partial right, title and interest in and to the invention which shall be referred to as the "Inventive Subject-Matter" in this Assignment; and

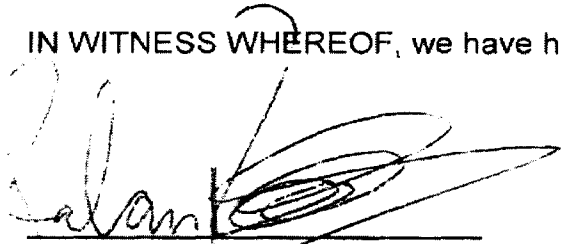
WHEREAS, ResMed Limited, ABN 30 003 765 142 an Australian company (hereinafter ResMed), whose postal address is 1 Elizabeth Macarthur Drive, Bella Vista, New South Wales 2153, AUSTRALIA, is desirous of acquiring the entire right, title and interest in and to said Inventive Subject-Matter, said application, or any continuation, or divisional application, renewal, or substitute thereof, and the Letters Patent, or any reissue or re-examination thereof, to be obtained therefor:

NOW THEREFORE, for and in consideration of the sum of Ten Dollars Australian (A\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said ResMed, and ResMed's legal representatives, successors and assigns, the entire right, title and interest in and to said Inventive Subject-Matter, said application or any continuation, or divisional application, renewal or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissue or re-examination thereof, and I do hereby authorize and request the U.S Commissioner of Patents and Foreign Commissioner of Patent to issue said Letters Patent to the above-mentioned ResMed, consistent with the terms of this Assignment.


UPON SAID CONSIDERATION, I hereby covenant and agree with ResMed that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will, at any time upon request, without further or additional consideration, but at the expense of ResMed, execute such additional assignments and other writings and do such additional acts as ResMed may deem necessary or desirable to perfect ResMed's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original,

continuation, or divisional application, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said Inventive Subject-Matter, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties.

IN WITNESS WHEREOF, we have hereunto set our hands on the date indicated below.

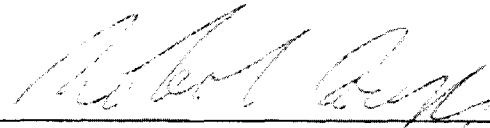
  
\_\_\_\_\_  
Rohan Neil PRIMROSE

02/09/08  
Date Signed

  
\_\_\_\_\_  
Witness

Name: 2/9/08

For and on behalf of  
**RESMED LIMITED**

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

Title: Director

Date: 8th September 2008