

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Ian Malcolm SMITH	03/17/2009
Alexander VIRR	03/17/2009
Andrew Roderick BATH	03/16/2009
Nathan John ROW	03/17/2009

RECEIVING PARTY DATA

Name:	ResMed Limited
Street Address:	1 Elizabeth Macarthur Drive
City:	Bella Vista, New South Wales
State/Country:	AUSTRALIA
Postal Code:	2153

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12397850

CORRESPONDENCE DATA

Fax Number: (703)816-4100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-816-4000
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 Correspondent Name: NIXON & VANDERHYE, PC/John P. Darling
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ATTORNEY DOCKET NUMBER:	JPD-4398-942
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NAME OF SUBMITTER:	John P. Darling
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Total Attachments: 2
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**PATENT
 REEL: 022509 FRAME: 0477**

CONFIRMATION OF ASSIGNMENT
Inventors to ResMed Limited

WHEREAS, we, Ian Malcolm SMITH, Alexander VIRR, Andrew Roderick BATH and Nathan John ROW have made a certain new and useful invention relating to HUMIDIFICATION OF RESPIRATORY GASES, 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 Patent Application Serial No 12/397,850, filed on March 4, 2009, titled HUMIDIFICATION OF RESPIRATORY GASES; and

WHEREAS, we are the assignors of the 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, we 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 we 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, we hereby covenant and agree with ResMed that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we 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.

Ian Malcolm SMITH
Ian Malcolm SMITH

17 March 2009
Date Signed

AMcGilvery
Witness
Name: ADRIENNE MCGILVERY

Alexander VIRR
Alexander VIRR

17 March 2009
Date Signed

AMcGilvery
Witness
Name: ADRIENNE MCGILVERY

Andrew Roderick BATH
Andrew Roderick BATH

16 MAR 09
Date Signed

AMcGilvery
Witness
Name: ADRIENNE MCGILVERY

Nathan John Row
Nathan John Row

17 Mar 2009
Date Signed

AMcGilvery
Witness
Name: ADRIENNE MCGILVERY

For and on behalf of
RESMED LIMITED

By: *Robert Gipe*

Title: Director

Date: 24th March 09