

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Nicholas Andrew EARL	05/06/2009
<b>RECEIVING PARTY DATA</b>	
Name:	ResMed Limited
Street Address:	1 Elizabeth Macarthur Drive
City:	Bella Vista, New South Wales
State/Country:	AUSTRALIA
Postal Code:	2153
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	29311222
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	PTB-4398-911
NAME OF SUBMITTER:	Paul T. Bowen
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**PATENT**  
**REEL: 022843 FRAME: 0811**

## CONFIRMATION OF ASSIGNMENT

Inventor to ResMed Limited

WHEREAS, I, Nicholas Andrew EARL have made a certain new and useful invention relating to CUFF(S) AND/OR AIR DELIVERY TUBE, 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 29/311,222, filed on January 22, 2009, titled CUFF(S) AND/OR AIR DELIVERY TUBE; 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.


  
Nicholas Andrew EARL

06/05/09  
Date Signed

  
Witness

Name: REBECCA WILKINS

For and on behalf of  
RESMED LIMITED

By: 

Title: Director

Date: 10th May 2009