

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the location of the legal entity on the originally recorded assignment document to properly read the Republic of Ireland previously recorded on Reel 022169 Frame 0396. Assignor(s) hereby confirms the legal entity of the State of Delaware.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
James Watson	07/03/2009
Paul Stanley Addison	05/12/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Nellcor Puritan Bennett Ireland
<b>Street Address:</b>	Michael Collins Road
<b>City:</b>	Mervue, Galway
<b>State/Country:</b>	IRELAND
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	61081016
Application Number:	12249068
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(203)492-8232
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-305-2400
Email:	eleanor.vigil@covidien.com
Correspondent Name:	Nellcor Puritan Bennett LLC
Address Line 1:	60 Middletown Avenue
Address Line 2:	IP Legal
Address Line 4:	North Haven, CONNECTICUT 06473
<b>ATTORNEY DOCKET NUMBER:</b>	H-RM-01257-01
<b>NAME OF SUBMITTER:</b>	Thomas A. Dougherty

CH \$80.00 61081016

**Total Attachments: 15**

source=hrm01257\_01CorrAssgnX#page1.tif  
source=hrm01257\_01CorrAssgnX#page2.tif  
source=hrm01257\_01CorrAssgnX#page3.tif  
source=hrm01257\_01CorrAssgnX#page4.tif  
source=hrm01257\_01CorrAssgnX#page5.tif  
source=hrm01257\_01CorrAssgnX#page6.tif  
source=hrm01257\_01CorrAssgnX#page7.tif  
source=hrm01257\_01CorrAssgnX#page8.tif  
source=hrm01257\_01CorrAssgnX#page9.tif  
source=hrm01257\_01CorrAssgnX#page10.tif  
source=hrm01257\_01CorrAssgnX#page11.tif  
source=hrm01257\_01CorrAssgnX#page12.tif  
source=hrm01257\_01CorrAssgnX#page13.tif  
source=hrm01257\_01CorrAssgnX#page14.tif  
source=hrm01257\_01CorrAssgnX#page15.tif

):NELLCOR PURITAN BENNETT LL COMPANY:60 MIDDLETOWN AVÉ. E

## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.101/28/2009  
500766020

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>James Watson</td> <td>11/07/2008</td> </tr> <tr> <td>Paul Stanley Addison</td> <td>11/07/2008</td> </tr> </tbody> </table>		Name	Execution Date	James Watson	11/07/2008	Paul Stanley Addison	11/07/2008		
Name	Execution Date								
James Watson	11/07/2008								
Paul Stanley Addison	11/07/2008								
RECEIVING PARTY DATA									
<table border="1"> <tr> <td>Name:</td> <td>Nelcor Puritan Bennett Ireland</td> </tr> <tr> <td>Street Address:</td> <td>Michael Collins Road</td> </tr> <tr> <td>City:</td> <td>Mervue, Galway</td> </tr> <tr> <td>State/Country:</td> <td>IRELAND</td> </tr> </table>		Name:	Nelcor Puritan Bennett Ireland	Street Address:	Michael Collins Road	City:	Mervue, Galway	State/Country:	IRELAND
Name:	Nelcor Puritan Bennett Ireland								
Street Address:	Michael Collins Road								
City:	Mervue, Galway								
State/Country:	IRELAND								
PROPERTY NUMBERS Total: 2									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12249068 ✓</td> </tr> <tr> <td>Application Number:</td> <td>61081016 ✓</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12249068 ✓	Application Number:	61081016 ✓		
Property Type	Number								
Application Number:	12249068 ✓								
Application Number:	61081016 ✓								
CORRESPONDENCE DATA									
<p>Fax Number: (203)492-8232  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 303-305-2400  Email: susan.tuozzo@covidien.com  Correspondent Name: Nelcor Puritan Bennett LLC  Address Line 1: 60 Middletown Avenue  Address Line 2: IP Legal  Address Line 4: North Haven, CONNECTICUT 06473</p>									
ATTORNEY DOCKET NUMBER:	H-RM-01257-01								
NAME OF SUBMITTER:	Thomas A. Dougherty								
Total Attachments: 3 source=hrm01257_01AssgnX#page1.tif source=hrm01257_01AssgnX#page2.tif									

CH \$80.00 12249068

);NELLCOR PURITAN BENNETT LLC COMPANY:60 MIDDLETOWN AVENUE

source=hrm01257\_01AssgnX#page3.tif

**A S S I G N M E N T**

WHEREAS, we, the undersigned:

1. James Watson of Dunfermline, UK; and
2. Paul Stanley Addison of Edinburgh, UK,

(hereinafter, individually referred to as "ASSIGNORS") are inventors of the subject matter which is claimed and for which a patent is sought based on the patent application entitled:

**"Systems and Methods for Determining Oxygen Saturation"**

and which may be further identified below (hereinafter, the "Patent Application").

NOW THEREFORE, we, the ASSIGNORS, in consideration of our past and/or present relationship with the ASSIGNEE (defined below) or an affiliate thereof, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, does hereby:

SELL, ASSIGN AND TRANSFER to **Nellcor Puritan Bennett Ireland** (hereinafter, the "ASSIGNEE"), a legal entity of the Republic of Ireland, having a place of business at **Michael Collins Road, Mervue, Galway, IRELAND**, the entire right, title and interest for the United States and all foreign countries in and to any invention(s) and all improvements which are disclosed in the Patent Application and all divisional, continuation, continuation-in-part, substitute, renewal, reissue, re-examinations, and all other applications for patent which have been or shall be filed in the United States, including all provisional and non-provisional applications, and all foreign countries relating to such inventions and improvements; all original and reissued or re-examined patents which have been or shall be issued in the United States and all foreign countries for such invention(s) and improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on the Patent Application, and the right to sue for past, present and future infringement of any patents issuing from the Patent Application;

AUTHORIZE AND REQUEST ASSIGNEE, its successors and assigns, or any attorney it may properly designate and/or to insert into this assignment additional information, such as that listed below, identifying the Patent Applications after execution of this assignment;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on the Patent Application to the ASSIGNEE,

AUTHORIZE the ASSIGNEE to apply for such patents for the invention in its own name;

WARRANT AND COVENANT that no assignment, grant, mortgage, lien, license or other encumbrance or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the ASSIGNOR(S);

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will (1) execute all divisional, continuation, continuation-in-part, substitute, renewal, reissue, re-examinations, and all other patent applications based on the Patent Application, including any and all such invention(s) and improvements entitled; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers relating to the foregoing;

(3) communicate to the ASSIGNEE all facts known to the undersigned relating to the Patent Application, including any and all invention(s) and improvements disclosed therein and the history relating thereto; (4) cooperate with the ASSIGNEE in any interference, opposition, dispute, or litigation involving any of the applications or patents for such invention(s) and improvements, including but not limited to testifying; and (5) generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such invention(s) and improvements in the ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for such inventions(s) and improvements; and

AGREES THAT THIS ASSIGNMENT IS BINDING upon the heirs, assigns, representatives and successors of the undersigned and extends to the successors, assigns and nominees of the ASSIGNEE.

Additional Patent Application Information

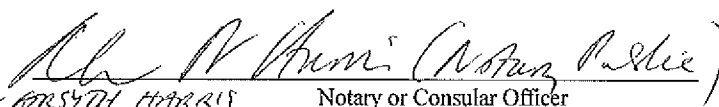
U.S. Provisional Application Serial No. 61/081,016 filed on July 15, 2008.  
U.S. Non-Provisional Application Serial No. 12/249068, filed on October 10, 2008.  
International Application Serial No. \_\_\_\_\_, filed on \_\_\_\_\_.


(Signature):   
Name: **James Watson**

Date: 3 JULY 2009

STATE OF EDINBURGH §  
§ ss.  
COUNTY OF TIDLOTHIAN, § SCOTLAND

BEFORE ME, the undersigned authority, on this 3<sup>rd</sup> day of JULY, 2009, personally appeared **James Watson** known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[SEAL]   
ANDREW JOHN FORSYTH HARRIS Notary or Consular Officer  
QUARTERMILE ONE, 15 LAURISTON PLACE, EDINBURGH EH3 9EP  
My Commission Expires: \_\_\_\_\_

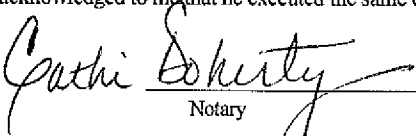
(Signature):   
Name: **Paul Stanley Addison**

Date: 12 MAY 2009

STATE OF COLORADO §  
                                  § ss.  
COUNTY OF BOULDER §

BEFORE ME, the undersigned authority, on this 12<sup>th</sup> day of May 2009, personally appeared **Paul Stanley Addison** known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[SEAL] **CATHI DOHERTY**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**

  
Notary  
My Commission Expires: December 27, 2009

**MY COMMISSION EXPIRES (12-27-09)**

A S S I G N M E N T

WHEREAS, we, the undersigned:

1. James Watson of Dunfermline, UK; and
2. Paul Stanley Addison of Edinburgh, UK,

(hereinafter, individually referred to as "ASSIGNORS") are inventors of the subject matter which is claimed and for which a patent is sought based on the patent application entitled:

**"Systems and Methods for Determining Oxygen Saturation"**

and which may be further identified below (hereinafter, the "Patent Application").

NOW THEREFORE, we, the ASSIGNORS, in consideration of our past and/or present relationship with the ASSIGNEE (defined below) or an affiliate thereof, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, does hereby:

SELL, ASSIGN AND TRANSFER to **Nellcor Puritan Bennett Ireland** (hereinafter, the "ASSIGNEE"), a legal entity of the ~~State of Delaware~~ <sup>Republic of Ireland</sup>, having a place of business at **Michael Collins Road, Mervue, Galway, IRELAND**, the entire right, title and interest for the United States and all foreign countries in and to any invention(s) and all improvements which are disclosed in the Patent Application and all divisional, continuation, continuation-in-part, substitute, renewal, reissue, re-examinations, and all other applications for patent which have been or shall be filed in the United States, including all provisional and non-provisional applications, and all foreign countries relating to such inventions and improvements; all original and reissued or re-examined patents which have been or shall be issued in the United States and all foreign countries for such invention(s) and improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on the Patent Application, and the right to sue for past, present and future infringement of any patents issuing from the Patent Application;

AUTHORIZE AND REQUEST ASSIGNEE, its successors and assigns, or any attorney it may properly designate and/or to insert into this assignment additional information, such as that listed below, identifying the Patent Applications after execution of this assignment;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on the Patent Application to the ASSIGNEE,

AUTHORIZE the ASSIGNEE to apply for such patents for the invention in its own name;

WARRANT AND COVENANT that no assignment, grant, mortgage, lien, license or other encumbrance or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the ASSIGNOR(S);

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will (1) execute all divisional, continuation, continuation-in-part, substitute, renewal, reissue, re-examinations, and all other patent applications based on the Patent Application, including any and all such invention(s) and improvements entitled; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers relating to the foregoing;



(3) communicate to the ASSIGNEE all facts known to the undersigned relating to the Patent Application, including any and all invention(s) and improvements disclosed therein and the history relating thereto; (4) cooperate with the ASSIGNEE in any interference, opposition, dispute, or litigation involving any of the applications or patents for such invention(s) and improvements, including but not limited to testifying; and (5) generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such invention(s) and improvements in the ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for such inventions(s) and improvements; and

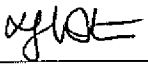
AGREES THAT THIS ASSIGNMENT IS BINDING upon the heirs, assigns, representatives and successors of the undersigned and extends to the successors, assigns and nominees of the ASSIGNEE.

Additional Patent Application Information

U.S. Provisional Application Serial No. 61/081,016 filed on July 15, 2008.

U.S. Non-Provisional Application Serial No. 12/249068, filed on October 10, 2008

International Application Serial No. \_\_\_\_\_, filed on \_\_\_\_\_.

(Signature): 

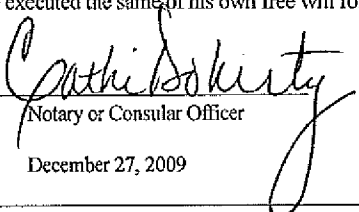
Date: 7 November 2008

Name: **James Watson**

STATE OF COLORADO §  
  § ss.  
COUNTY OF BOULDER §

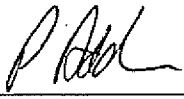
BEFORE ME, the undersigned authority, on this 7<sup>th</sup> day of November, 2008, personally appeared James Watson known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[SEAL] **CATHI DOHERTY**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**

\_\_\_\_\_  
Cathi Doherty  
Notary or Consular Officer  


My Commission Expires: December 27, 2009

MY COMMISSION EXPIRES (12-27-09)

(Signature):   
Name: **Paul Stanley Addison**

Date: 7 Nov 2008

STATE OF COLORADO §  
  § ss.  
COUNTY OF BOULDER §

BEFORE ME, the undersigned authority, on this 7<sup>th</sup> day of November, 2008, personally appeared **Paul Stanley Addison** known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

<b>SE CATHI DOHERTY NOTARY PUBLIC STATE OF COLORADO</b>
---

\_\_\_\_\_  
Cathi Doherty  
Notary or Consular Officer

My Commission Expires: December 27, 2009

**MY COMMISSION EXPIRES (12-27-09)**