

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Edward M. McKenna	08/16/2010
RECEIVING PARTY DATA	
Name:	Nellcor Puritan Bennett LLC
Street Address:	6135 Gunbarrel Avenue
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61245575
Application Number:	12856801
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Nellcor Puritan Bennett LLC
Address Line 1:	6135 Gunbarrel Avenue
Address Line 2:	IP Legal
Address Line 4:	Boulder, COLORADO 80301
ATTORNEY DOCKET NUMBER:	H-RM-01565-01
NAME OF SUBMITTER:	Thomas A. Dougherty
Total Attachments: 2 source=HRM01565_01AssgnX#page1.tif source=HRM01565_01AssgnX#page2.tif	

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PATENT
 REEL: 024871 FRAME: 0526

ASSIGNMENT

WHEREAS, I, the undersigned, **Edward M. McKenna** of Boulder CO 80301 (hereinafter, referred to as "ASSIGNOR") am inventor of the subject matter which is claimed and for which a patent is sought based on the patent application entitled:

"Determination Of A Physiological Parameter"

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

NOW THEREFORE, I, the ASSIGNOR, in consideration of my 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, do hereby:

SELL, ASSIGN AND TRANSFER to **Nellcor Puritan Bennett LLC** (hereinafter, the "ASSIGNEE"), a legal entity of the State of Delaware, having a place of business at **6135 Gunbarrel Avenue, Boulder, Colorado 80301**, 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

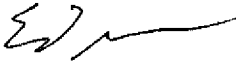
AGREES THAT THIS ASSIGNMENT IS BINDING upon the heirs, assigns, representatives and successors of the undersigned and extends to the successors, assigns and nominees of the ASSIGNEE.

Additional Patent Application Information

U.S. Provisional Application Serial No. 61/245575, filed on September 24, 2009.

U.S. Non-Provisional Application Serial No. 12/856801, filed on August 16, 2010

International Application Serial No. _____, filed on _____.

(Signature): 

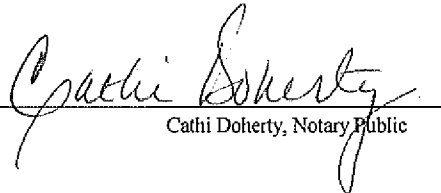
Date: 7/26/10

Name: **Edward M. McKenna**

STATE OF COLORADO §
§ ss.
COUNTY OF BOULDER §

BEFORE ME, the undersigned authority, on this 26th day of July, 2010, personally appeared **Edward M. McKenna**, known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.

CATHI DOHERTY
[SEAL] NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/27/13


Cathi Doherty, Notary Public

My Commission Expires: December 27, 2013