

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Nellcor Puritan Bennett LLC	09/18/2009
RECEIVING PARTY DATA	
Name:	Embla Systems, Inc.
Street Address:	11001 West 120th Avenue
Internal Address:	Suite 200
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5335666
CORRESPONDENCE DATA	
Fax Number:	(203)575-2600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(203) 575-2629
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Address Line 2:	P.O. Box 1110
Address Line 4:	Waterbury, CONNECTICUT 06721-1110
ATTORNEY DOCKET NUMBER:	27879-12A
NAME OF SUBMITTER:	Linda M. Freed
Total Attachments: 6 source=5335666_20101021153701#page1.tif source=5335666_20101021153701#page2.tif	

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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made, executed and delivered as of September 18, 2009, by each of the entities set forth on Schedule A attached hereto (collectively, "Assignors") for the benefit of Embla Systems, Inc., a New York corporation with an address at 11001 West 120th Ave., Suite 200, Broomfield CO 80021 ("Assignee").

WHEREAS, Assignors, Covidien Group S.a.r.l., a Luxembourg company, and Assignee have entered into that certain Asset Purchase Agreement dated as of September 2, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased all of each Assignor's right, title and interest in, to and under the patents, patent applications and invention disclosures listed and described on Schedule B attached hereto (collectively, the "Patents"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably sells, assigns, conveys, delivers, and transfers to Assignee, and Assignee hereby accepts the sale, transfer, conveyance, delivery, and assignment of, all of such Assignor's right, title and interest in, to, and under the Patents, including (a) any patents issuing from or based upon all patent applications thereon, and any continuations, continuations-in-part, divisions, reissues or extensions of the Patents, (b) all income, royalties, and damages hereafter due or payable to such Assignor with respect to the Patents including, without limitation, damages and payments for past, present or future infringements, dilution, misappropriations and any other violations of the Patents, and (c) all rights to sue for any past, present or future infringement of such Patents, the same to be held and enjoyed by Assignee for its own use to the full end of the term for which patents are granted, as fully and entirely as the same would have been held by such Assignor had this Assignment not been made.

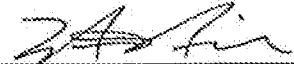
Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the patent office or agency of all foreign countries, to record Assignee as the owner of any and all of such Assignor's right, title and interest in the Patents and to issue any and all patents which may be granted on any applications included in the Patents to Assignee as assignee of such Assignor's entire right, title and interest therein and thereto.

Each Assignor agrees to execute, for no additional consideration, any powers-of-attorney, applications, assignments, declarations, affidavits and other papers as may be necessary to transfer, record and perfect the right, title and interest of Assignee in the Patents.

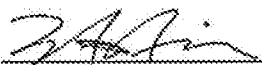
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.


Nellcor Puritan Bennett (Melville) Ltd

By:   
Name: Matthew J. Nicolella  
Title: Vice President & Asst. Secretary

Mallinckrodt Inc.

By:   
Name: Matthew J. Nicolella  
Title: Vice President & Asst. Secretary

Nellcor Puritan Bennett LLC

By:   
Name: Matthew J. Nicolella  
Title: Vice President & Asst. Secretary

### Schedule A

Selling Entity	Jurisdiction
Nellcor Puritan Bennett (Melville) Ltd	Canada
Mallinckrodt Inc.	Delaware (US) (Incorporation)
Nellcor Puritan Bennett LLC	Delaware (US) (Incorporation)

REDACTED

Schedule B

Docket No.	Sub	City	Status	Title	App. No.	Filed	Pub. Patent No.	Published / Issued	Inventor(s)
33015/103:P									
33015/103:P	06								
33015/103:P	08								
33015/107:P		US	Granted	MEDICAL MONITOR WITH INPUT REGULATION	07/842567	2/27/92	5335666	8/9/94	BOWMAN, Bruce R. STASZ, Peter
33015/108:P	2								
P0012E:P									
P0044XM:P									
P0129E:P									
P0129E:P									
P0129E:P									
P0129E:P									
P0129E:P									
P0129E:P									
P0183BEN:P									

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