

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Jeffrey Peter ARMITSTEAD	03/13/2005
<b>RECEIVING PARTY DATA</b>	
Name:	RESMED LIMITED
Street Address:	1 Elizabeth Macarthur Drive
Internal Address:	Bella Vista
City:	New South Wales
State/Country:	AUSTRALIA
Postal Code:	2153
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11576210
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)684-3999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-684-3900
Email:	spiperno@grr.com
Correspondent Name:	Allen I. Rubenstein
Address Line 1:	Gottlieb Rackman & Reisman, PC
Address Line 2:	270 Madison Avenue
Address Line 4:	New York, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	3869/052US ASSIGNMENT
NAME OF SUBMITTER:	Allen I. Rubenstein
Total Attachments: 2 source=3869-052 Executed Assignment#page 1.tif source=3869-052 Executed Assignment#page 2.tif	

OP \$40.00 11576210

**ASSIGNMENT**  
**Inventors to ResMed Limited**

WHEREAS, I, Jeffrey Peter ARMITSTEAD have made a certain new and useful Invention relating to METHOD FOR DETECTING AND DISCRIMINATING BREATHING PATTERNS FOR RESPIRATORY SIGNALS, 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 60/638,169, filed on December 23, 2004, titled METHOD FOR DETECTING AND DISCRIMINATING BREATHING PATTERNS FOR RESPIRATORY SIGNALS, and

WHEREAS, I am the assignor 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 97 Waterloo Road, North Ryde, New South Wales 2113, AUSTRALIA, is desirous of acquiring the entire right, title and interest in and to said Inventive Subject-matter, said application, or any continuation, division, 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, division, 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 Commissioner of Patents 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,

divisional, 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 choses 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.

  
Jeffrey Peter ARMITSTEAD

13-March-2005  
Date Signed

  
Witness

Name: Sascha McCormiston

For and on behalf of  
RESMED LIMITED

By: Robert Bayles

Title: DIRECTOR

Date: 30 Apr 05