

Client Code: MCAN.033A4

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (List using letters or numbers for multiple parties) 1) Valery G. Telfort 2) Anand Sampath Additional name(s) of conveying party(ies) attached? () Yes (X) No	2. Name and address of receiving party(ies): Name: MASIMO Corporation Internal Address: Street Address: 40 Parker City: Irvine State: CA ZIP: 92618 Additional name(s) of receiving party(ies) attached? () Yes (X) No			
3. Nature of conveyance: (X) Assignment () Security Agreement () Merger () Change of Name () Other: Execution Date: (List as in section 1 if multiple signatures) 1) April 29, 2011 2) May 2, 2011	4. US or PCT Application number(s) or US Patent number(s): (X) Patent Application No.: 12/904907 Filing Date: October 14, 2010 Additional numbers attached? () Yes (X) No			
5. Party to whom correspondence concerning document should be mailed: Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: MCAN.033A4	6. Total number of applications and patents involved: 1			
7. Total fee (37 CFR 1.21(h)): \$40 (X) Authorized to be charged to deposit account	8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document. <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;"> <u>Sean Ambrosius</u> Name of Person Signing </td> <td style="width: 33%; text-align: center;"> <u>/Sean Ambrosius/</u> Signature </td> <td style="width: 33%; text-align: center;"> <u>May 11, 2011</u> Date </td> </tr> </table> 65,290 Registration No.		<u>Sean Ambrosius</u> Name of Person Signing	<u>/Sean Ambrosius/</u> Signature	<u>May 11, 2011</u> Date
<u>Sean Ambrosius</u> Name of Person Signing	<u>/Sean Ambrosius/</u> Signature	<u>May 11, 2011</u> Date		

Total number of pages including cover sheet, attachments and document: 7

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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 Director, U.S. Patent and Trademark Office
 P.O. Box 1450
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Facsimile Number: (571) 273-0140

11219968

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PATENT
REEL: 026271 FRAME: 0671

CH \$40.00 111410 12904907

Application No.: 12/904907
Filing Date: October 14, 2010

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ASSIGNMENT

WHEREAS, Valery G. Telfort, a Canadian citizen, residing in Canada and Anand Sampath, an Indian citizen, residing at Corona, CA, (individuals hereinafter "ASSIGNORS") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to ACOUSTIC PATIENT SENSOR (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, MASIMO Corporation, with its principal place of business at 40 Parker, Irvine, CA 92618 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby acknowledge that ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application Nos. 61/252099 filed October 15, 2009, and 61/313645 filed and March 12, 2010 (respectively)), and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNORS DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNORS DO HEREBY covenant and agree that ASSIGNORS will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Application No.: 12/904907
Filing Date: October 14, 2010

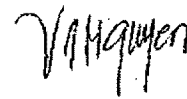
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This 19 day of APRIL, 2011.

Valery G. Telfort



Witnessed by: VA NGUYEN



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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20____.

Anand Sampath

STATE OF CALIFORNIA

}

}

ss.

COUNTY OF

}

On _____, before me, _____, notary public, personally appeared Anand Sampath who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

10696638

PATENT
REEL: 026271 FRAME: 0674

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Filing Date: October 14, 2010

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Page 1 of 3

ASSIGNMENT

WHEREAS, Valery G. Telfort, a Canadian citizen, residing in Canada and Anand Sampath, an Indian citizen, residing at Corona, CA, (individuals hereinafter "ASSIGNORS") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to ACOUSTIC PATIENT SENSOR (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, MASIMO Corporation, with its principal place of business at 40 Parker, Irvine, CA 92618 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby acknowledge that ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application Nos. 61/252099 filed October 15, 2009, and 61/313645 filed and March 12, 2010 (respectively)), and all nonprovisional applications claiming priority thereof, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNORS DO HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNORS DO HEREBY covenant and agree that ASSIGNORS will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Application No.: 12/904907
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This ____ day of _____, 20____.

Valery G. Telfort

Witnessed by: _____

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2nd day of May, 2011.

Ally
Anand Sampath

STATE OF CALIFORNIA }

ss.

COUNTY OF Orange }

On May 2nd, 2011, before me, Sasha Z. Gonzalez, notary public, personally appeared Anand Sampath who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Sasha Z. Gonzalez
Notary Signature

10696638