

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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>Tae H. Joo</td> <td>06/13/2001</td> </tr> <tr> <td>Ronald E. Stickney</td> <td>01/06/2008</td> </tr> <tr> <td>Cynthia P. Jayne</td> <td>12/31/2008</td> </tr> <tr> <td>Patricia O'Hearn</td> <td>12/31/2008</td> </tr> <tr> <td>David R. Hampton</td> <td>01/02/2009</td> </tr> <tr> <td>James W. Taylor</td> <td>06/12/2009</td> </tr> <tr> <td>William E. Crone</td> <td>01/16/2009</td> </tr> <tr> <td>Daniel Yerkovich</td> <td>01/30/2009</td> </tr> <tr> <td>Paula Lank</td> <td>01/05/2009</td> </tr> </tbody> </table>		Name	Execution Date	Tae H. Joo	06/13/2001	Ronald E. Stickney	01/06/2008	Cynthia P. Jayne	12/31/2008	Patricia O'Hearn	12/31/2008	David R. Hampton	01/02/2009	James W. Taylor	06/12/2009	William E. Crone	01/16/2009	Daniel Yerkovich	01/30/2009	Paula Lank	01/05/2009
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<table border="1"> <tr> <td>Name:</td> <td>Physio-Control, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>11811 Willows Road Northeast</td> </tr> <tr> <td>City:</td> <td>Redmond</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98052</td> </tr> </table>		Name:	Physio-Control, Inc.	Street Address:	11811 Willows Road Northeast	City:	Redmond	State/Country:	WASHINGTON	Postal Code:	98052										
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CORRESPONDENCE DATA																					
Fax Number:	(503)274-4622																				
Phone:	5032223613																				
Email:	amandabernardy@techlaw.com																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Correspondent Name:	Marger Johnson & McCollom PC																				
Address Line 1:	210 SW Morrison Street																				
Address Line 2:	Suite 400																				

OP \$40.00 13032250

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:

7257-0145_PB0009061.13

NAME OF SUBMITTER:

Amanda K. Bemardy

Total Attachments: 11

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ASSIGNMENT

WHEREAS, I/WE,

- (1) Tae H. Joo, residing at Redmond, WA,
- (2) Ronald E. Stickney, residing at Edmonds, WA
- (3) Cynthia P. Jayne, residing at Redmond, WA,
- (4) Paula Lank, residing at Renton, WA,
- (5) Patricia O'Hearn, residing at Mercer Island, WA,
- (6) David R. Hampton, residing at Woodinville, WA,
- (7) James W. Taylor, residing at Sammamish, WA,
- (8) William E. Crone, residing at Fall City, WA, and
- (9) Daniel Yerkovich, residing at Seattle, WA,

have invented certain improvements in Pulse Detection Apparatus, Software, and Methods Using Patient Physiological Signals which are the subject of an application(s) for Letters Patent of United States of America which was filed on 06/27/2005 as United States Application No. 11/167,247; and

WHEREAS, PHYSIO-CONTROL, INC. a corporation organized and existing under the laws of the State of Washington and having a principal place of business at 11811 Willows Road Northeast, Redmond, WA 98052, hereinafter referred to as "Assignee," is desirous of acquiring the entire right, title and interest in said invention and improvements for the United States and for all foreign countries and in all foreign and domestic Letters Patent which may be granted therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We have sold, assigned and transferred and by these presents do sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest in and to the invention and improvements, the patent application(s) identified above and all Letters Patent of the United States and any foreign countries which may be granted therefor, and our rights to claim priority based on the filing date(s) of the application(s) under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, and in any and all extensions, divisions, continuations, continuations-in-part or reissues of said application(s) and Letters Patent granted thereon, the same to be held and enjoyed by Assignee for its own use and benefit and use and benefit of its successors and assigns to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

AND, for the aforesaid consideration, we authorize Assignee to apply in all countries in our names or in its own name for patents, utility models, design registration and like rights of exclusion and for inventors' certificates for said invention and improvements; and we hereby individually covenant and agree for ourselves and for our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as Assignee may reasonably request to effectuate fully this assignment.

We hereby request the Commissioner of Patents and Trademarks to issue the Letters Patent to Assignee in accordance with this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 2008.

Tae H. Joo

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2008, before me personally appeared Tae H. Joo, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand on this 6th day of January, 2008.

Ronald E. Stickney

Ronald E. Stickney

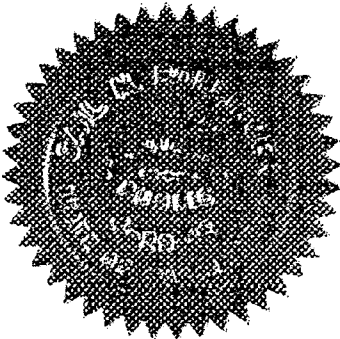
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 6th day of Jan., 2008, before me personally appeared Ronald E. Stickney, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.

Paul J. Dellinger

Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand on this 31 day of December, 2008. *CP*

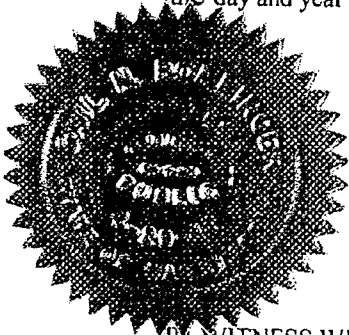
Cynthia P. Jayne
Cynthia P. Jayne

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 31st day of Dec., 2008, before me personally appeared Cynthia P. Jayne, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.

Paul A. Bellinger
Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand on this 5th day of January, 2008. *PL*

Paula Lank

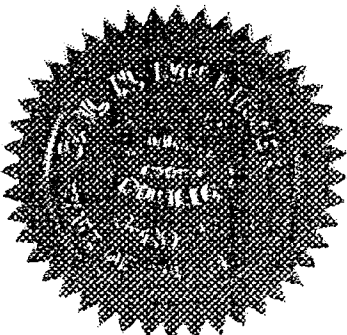
Paula Lank

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 5th day of Jan, 2008, before me personally appeared Paula Lank, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.

Paul A. Bellinger
Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand on this 31 day of December, 2008.

Patricia O'Hearn
Patricia O' Hearn

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 31st day of Dec., 2008, before me personally appeared Patricia O' Hearn, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.



Paul J. Dellinger
Notary Public

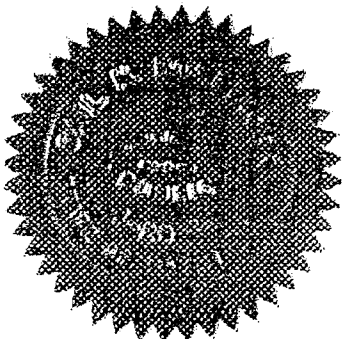
IN WITNESS WHEREOF, I have hereunto set my hand on this 2 day of JANUARY, 2009.¹²⁴

David R. Hampton
David R. Hampton

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

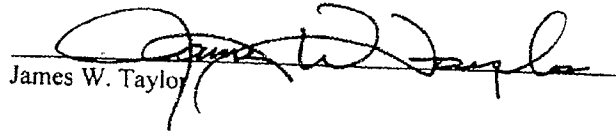
On this 2nd day of Jan., 2009, before me personally appeared David R. Hampton, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.



Paul J. Dellinger
Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand on this 12 day of June, ~~2008~~ ²⁰⁰⁹ 9th


James W. Taylor

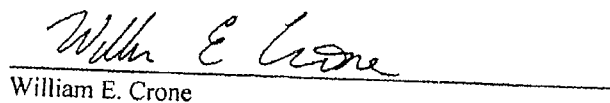
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 12th day of June, 2009, before me personally appeared James W. Taylor, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.


Notary Public

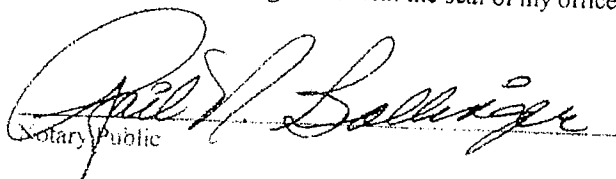
IN WITNESS WHEREOF, I have hereunto set my hand on this 16 day of Jan, ~~2008~~ ²⁰⁰⁹ W.E.C.

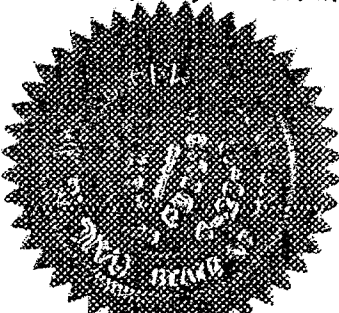

William E. Crone

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of January, 2008, before me personally appeared William E. Crone, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.


Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand on this 30 day of JAN, ~~2008~~ ²⁰⁰⁹ RL

Daniel Yerkovich
Daniel Yerkovich

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 30th day of January, ~~2008~~ ²⁰⁰⁹ RL
personally appeared Daniel Yerkovich, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.

Paul J. Bellinger
Notary Public



Attorney Docket No. PB9061.07

☒ This is the final page of this Assignment.

Docket No.: PB9061.07

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Tae H. Joo Group Art Unit: 3762
Application No.: 11/167,247 Examiner: Evanisko, George Robert
Filing Date: 06/27/2005 Conf. No.: 2015
Title: Pulse Detection Apparatus, Software, and Methods Using Patient
Physiological Signals

CERTIFICATE OF TRANSMISSION: I hereby certify that this paper and all paper(s) described herein are being transmitted to the United States Patent and Trademark Office via the EFS-Web on November 17, 2008.

Carlotta Y. Bell

TRANSMITTAL OF EMPLOYMENT AGREEMENT
IN LIEU OF ASSIGNMENT

Commissioner for Patents
Alexandria, VA 22313-1450

Transmitted herewith is the employment agreement between Medtronic and Tae H. Joo, the first named inventor in the above-referenced matter.

Tae Joo is no longer employed by Medtronic and has not responded to our requests to assign and transfer the rights and interests in the above-referenced matter by execution of an Assignment document.

The Medtronic Employment Agreement in its entirety is therefore submitted in lieu of Assignment with request for consideration of section four of the document titled "Inventions".

Please apply any related charges or credits to Deposit Account Number 13-2546.

Respectfully submitted,

Date: November 17, 2008

/ Gregory T. Kavounas /
Gregory T. Kavounas
Reg. No. 37,862

Attachment: Tae H. Joo Employment Agreement

PATENT
REEL: 023219 FRAME: 0347
PATENT
REEL: 027688 FRAME: 0713

MEDTRONIC EMPLOYEE AGREEMENT

1. INTRODUCTION

Medtronic and the undersigned employee recognize the importance to Medtronic of protecting Medtronic's rights with respect to business information and inventions without unduly impairing the Employee's ability to pursue his/her profession. Accordingly, Employee has entered into this Agreement in consideration of Medtronic's offer of employment or continuing employment and the benefits associated with that employment, in consideration of being given access to confidential information, and in consideration of Medtronic's obligations to the Employee contained in this Agreement.

Medtronic and the undersigned Employee, intending to be legally bound, agree as follows:

2. DEFINITIONS

- (a) **Medtronic** means Medtronic, Inc and all of its parent, subsidiary or affiliated corporations and the operating divisions of any of them.
- (b) **Confidential Information** means any information or compilation of information that the Employee learns or develops during the course of his/her employment that derives independent economic value from not being generally known, or readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use. It includes but is not limited to trade secrets and may relate to such matters as research and development, manufacturing processes, management systems and techniques and sales and marketing plans and information.
- (c) **Inventions** mean any invention, improvement, discovery or idea (whether patentable or not and including those which may be subject to copyright protection) generated, conceived, or reduced to practice by the Employee alone or in conjunction with others, during or after working hours, while an employee of Medtronic.
- (d) **Medtronic Product** means any product, product line or service (including any component thereof or research to develop information useful in connection with a product or service) that is being designed, developed, manufactured, marketed or sold by Medtronic or with respect to which Medtronic has acquired Confidential Information which it intends to use in the design, development, manufacture, marketing or sale of a product or service.
- (e) **Competitive Product** means any product, product line for service (including any component thereof or research to develop information useful in connection with a product or service) that is being designed, developed, manufactured, marketed or sold by anyone other than Medtronic and is of the same general type, performs similar functions, or is used for the same purposes as a Medtronic Product on which the employee worked during the last one year of employment or about which he/she received or had knowledge of Confidential Information.

(f) **Monthly Base Pay** means 1/12 of an employee's total salary and commissions (exclusive of benefits, bonuses and any indirect or deferred compensation) for the last four (4) full fiscal quarters preceding termination of employment.

3. EMPLOYMENT

Medtronic agrees to employ or continue to employ the Employee. Compensation and benefits will be in accordance with current Medtronic compensation, patent incentive and Employee benefit plans, any or all of which may be changed, altered or eliminated by Medtronic without the Employee's consent.

Employee agrees to perform the duties associated with the employment to the best of his/her abilities, to be familiar with Medtronic policies that related to his/her duties and to abide by those policies, including, without limitation, Medtronic's policies regarding Conflicts of Interest and Business Conduct.

The employment may be terminated by either party at will and without reason or cause.

4. INVENTIONS

Employee agrees to promptly disclose to Medtronic in writing all inventions; and all such inventions shall be the exclusive property of Medtronic and are hereby assigned to Medtronic, except if the invention does not related to the existing or reasonably foreseeable business interests of Medtronic, Medtronic may, in its sole discretion, release or license that invention to the Employee upon written request.

Further, Employee will, at Medtronic's expense, give Medtronic all assistance it reasonably requires to perfect, protect, and use its rights to inventions. In particular, but without limitation, Employee will sign all documents, do all things, and supply all information that Medtronic may deem necessary or desirable to:

- (a) Transfer or record the transfer of his/hers entire right, title and interest in Inventions; and
- (b) Enable Medtronic to obtain patent, copyright or trademark protection for Inventions anywhere in the world.

The obligations of this paragraph shall continue beyond the termination of employment with respect to Inventions conceived or made by Employee during the period of his/her employment and shall be binding upon assigns, executors, administrators and other legal representatives. For purposes of this Agreement, any Invention relating to the business of Medtronic on which Employee files a patent application within one (1) year after termination of employment with Medtronic shall be presumed to cover Inventions conceived by Employee during the term of his/her employment. Subject to proof to the contrary by good faith, written and duly corroborated records establishing that such Invention was conceived and made following termination of employment.

NOTICE: Pursuant to Minnesota Statutes §181.78, the employee is hereby notified that the Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Medtronic was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of Medtronic

terms of this Agreement is unconditional and does not depend on the performance or non-performance of any terms, duties or obligations not specifically recited in this Agreement.

Moreover, the Employee's obligations to maintain the confidentiality of Medtronic's Confidential Information is unconditional and shall not be excused by any conduct on Medtronic's part except prior voluntary disclosure of the information.

Further, the obligations of either party with respect to post-termination employment (paragraphs 7 and 8) depend only on performance of the obligations contained in those paragraphs and shall not be excused by any other conduct of either party.

10. EFFECTIVE DATE AND GOVERNING LAW

This Agreement shall be effective on its execution by the Employee.

The validity, enforceability, construction and interpretation of this Agreement shall be governed by the laws of the State of Minnesota.

11. SEVERABILITY

In the event that any provision of this Agreement is invalid or unenforceable under applicable law, that shall not affect the validity or enforceability of the remaining provisions.

To the extent that any provisions of this Agreement is unenforceable because it is overbroad, that provision shall be limited to the extent required by applicable law and enforced as so limited.

12. TRANSFERABILITY

The rights and obligations of Medtronic hereunder may be transferred to its successors and assigns. Employee may not, however, transfer or assign his/her rights or obligations in this Agreement.

Robert Doe
Witness

06/13/01
Date

Tae H. Joo
Employee Name (Please Print)

Tae H. Joo
Employee Signature

6/13/01
Date

LEGAL/AGREEMENTS/EMPLOYMENT-EMPLOYEE/MDT EMPLOYEE AGREEMENT