

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>Joseph E. MIETUS</td> <td>06/29/2005</td> </tr> <tr> <td>Chung-Kang PENG</td> <td>06/29/2005</td> </tr> <tr> <td>Robert J. THOMAS</td> <td>06/29/2005</td> </tr> <tr> <td>Ary L. GOLDBERGER</td> <td>06/30/2005</td> </tr> </tbody> </table>		Name	Execution Date	Joseph E. MIETUS	06/29/2005	Chung-Kang PENG	06/29/2005	Robert J. THOMAS	06/29/2005	Ary L. GOLDBERGER	06/30/2005
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Beth Israel Deaconess Medical Center</td> </tr> <tr> <td>Street Address:</td> <td>330 Brookline Avenue</td> </tr> <tr> <td>City:</td> <td>Boston</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02215</td> </tr> </table>		Name:	Beth Israel Deaconess Medical Center	Street Address:	330 Brookline Avenue	City:	Boston	State/Country:	MASSACHUSETTS	Postal Code:	02215
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 2023712540 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 202-371-2600 Email: rhicks@skgf.com, lmiller@skgf.com Correspondent Name: Sterne, Kessler, Goldstein & Fox PLLC Address Line 1: 1100 New York Avenue, NW Address Line 4: Washington, DISTRICT OF COLUMBIA 20005</p>											
ATTORNEY DOCKET NUMBER:	1565.0110003										
NAME OF SUBMITTER:	Ross G. Hicks										
<p>Total Attachments: 2 source=1565.0110003 assignment#page1.tif source=1565.0110003 assignment#page2.tif</p>											

OP \$40.00 12570163

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: **Joseph E. MIETUS, Chung-Kang PENG, Robert J. THOMAS and Ary L. GOLDBERGER**, hereby sell and assign to **Beth Israel Deaconess Medical Center**, a corporation formed under the laws of Massachusetts, whose mailing address is Office of Corporate Research/Finard-2, 330 Brookline Avenue, Boston, Massachusetts 02215 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **Assessment Of Sleep Quality And Sleep Disordered Breathing Based On Cardiopulmonary Coupling** for which application(s) for patent in the United States of America was filed on (herewith) (also known as United States Application No. (to be assigned)), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

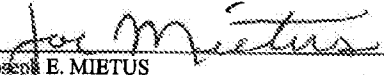
The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.


The undersigned inventors hereby grant Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987; Jeffrey Helvey, Registration No. 44,757; Heidi L. Kraus, Registration No. 43,730; Eldora Ellison, Registration No. 39,967; Thomas C. Fiala, Registration No. 43,610; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

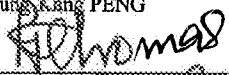
Date: June 29, 2005

Signature of Inventor: 
Joseph E. MIETUS

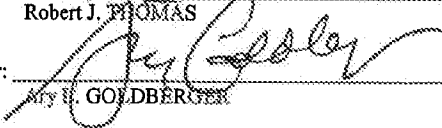
Date: June 29, 2005

Signature of Inventor: 
Chung Kang PENG

Date: June 29, 2005

Signature of Inventor: 
Robert J. THOMAS

Date: June 30, 2005

Signature of Inventor: 
Arif H. GOLDBERGER

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