

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marcelo Lamego	05/05/2008
RECEIVING PARTY DATA	
Name:	Masimo Laboratories, Inc.
Street Address:	30 Fairbanks
Internal Address:	Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12106969
CORRESPONDENCE DATA	
Fax Number:	9497609502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-760-0404
Email:	efiling@knobbe.com
Correspondent Name:	Knobbe Martens Olson & Bear LLP
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	MLABS.040A
NAME OF SUBMITTER:	Jarom Kesler
Total Attachments: 2 source=Assignment - MLABS.040A#page1.tif source=Assignment - MLABS.040A#page2.tif	

CH \$40.00 12106969

Application No.: Unknown
Filing Date: Herewith

PATENT
Client Code: MLABS.040A
Page 1

ASSIGNMENT

WHEREAS, I, Marcelo Lamego, a Brazilian citizen, residing at 55 Calle Alamos, Rancho Santa Margarita, CA 92688, have invented certain new and useful improvements in a TISSUE PROFILE WELLNESS MONITOR for which I have executed an application for Letters Patent in the United States, on even date herewith;

AND WHEREAS, Masimo Laboratories, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 30 Fairbanks, Suite 100, Irvine, CA 92618, desires to acquire the entire right, title, and interest in and to said improvements and said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, said inventor, do hereby acknowledge that I 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, to and under said improvements, and said application including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s). 60/925,811, filed April 21, 2007 (respectively if plural applications)), and all divisions, renewals and continuations 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 applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I 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 Letters Patent for said improvements to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I 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 I HEREBY covenant and agree that I will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

Application No.: Unknown
Filing Date: Herewith

PATENT
Client Code: MLABS.040A
Page 2

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5th day of MAY, 2008



Marcelo Lamago

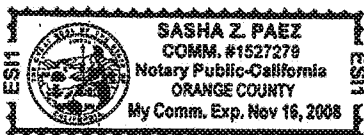
STATE OF California
COUNTY OF Orange } ss.

On 5/12/08, before me, Sasha Z. Paez, notary public, personally appeared Marcelo Lamago who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person 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

5156259
041508