

## PATENT ASSIGNMENT

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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>Clark R. Baker Jr.</td> <td>02/06/2013</td> </tr> <tr> <td>Edward M. McKenna</td> <td>02/11/2013</td> </tr> </tbody> </table>		Name	Execution Date	Clark R. Baker Jr.	02/06/2013	Edward M. McKenna	02/11/2013
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Clark R. Baker Jr.	02/06/2013						
Edward M. McKenna	02/11/2013						
RECEIVING PARTY DATA							
Name:	Covidien LP						
Street Address:	15 Hampshire Street						
City:	Mansfield						
State/Country:	MASSACHUSETTS						
Postal Code:	02048						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13764977</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13764977		
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Application Number:	13764977						
CORRESPONDENCE DATA							
<p>Fax Number:  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3033052400        Email: ip.legal@covidien.com        Correspondent Name: Covidien LP        Address Line 1: Attn: IP Legal        Address Line 2: 6135 Gunbarrel Avenue        Address Line 4: Boulder, COLORADO 80301</p>							
ATTORNEY DOCKET NUMBER:	H-RM-01523 CON						
NAME OF SUBMITTER:	David J. Bovitz						
<p>Total Attachments: 3        source=Assignment#page1.tif        source=Assignment#page2.tif        source=Assignment#page3.tif</p>							

OP \$40.00 13764977

**ASSIGNMENT**

WHEREAS, I (we), the undersigned

1. Clark Baker;
2. Edward M. McKenna;

(hereinafter, individually referred to as "ASSIGNOR" and collectively referred to as "ASSIGNORS") am (are) inventor(s) of the subject matter which is claimed and for which a patent is sought based on the patent application entitled:

**ANALYZING PHOTON DENSITY WAVES IN A MEDICAL MONITOR**

and which may be further identified below (hereinafter, the "Patent Application").

NOW THEREFORE, I (we), the ASSIGNOR(S), in consideration of my (our) past and/or present relationship with the ASSIGNEE (defined below) or an affiliate thereof, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, do(es) hereby:

SELL, ASSIGN AND TRANSFER to **Covidien LP** (hereinafter, the "ASSIGNEE"), a legal entity of the **State of Delaware**, having a place of business at **15 Hampshire Street, Mansfield, MA 02048**, the entire right, title and interest for the United States and all foreign countries in and to any invention(s) and all improvements which are disclosed in the Patent Application and all divisional, continuation, continuation-in-part, substitute, renewal, reissue, re-examinations, and all other applications for patent which have been or shall be filed in the United States, including all provisional and non-provisional applications, and all foreign countries relating to such inventions and improvements; all original and reissued or re-examined patents which have been or shall be issued in the United States and all foreign countries for such invention(s) and improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on the Patent Application, and the right to sue for past, present and future infringement of any patents issuing from the Patent Application;

AUTHORIZE AND REQUEST ASSIGNEE, its successors and assigns, or any attorney it may properly designate to insert into this assignment additional information, such as that listed below, identifying the Patent Applications after execution of this assignment;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on the Patent Application to the ASSIGNEE,

AUTHORIZE the ASSIGNEE to apply for such patents for the invention in its own name;

WARRANT AND COVENANT that no assignment, grant, mortgage, lien, license or other encumbrance or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the ASSIGNOR(S);

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, that the undersigned will (1) execute all divisional, continuation, continuation-in-part, substitute, renewal, reissue, re-examinations, and all other patent applications based on the Patent Application, including any and all such invention(s) and improvements entitled; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers relating to the foregoing; (3) communicate to the ASSIGNEE all facts known to the undersigned relating to the Patent Application, including any and all invention(s) and improvements disclosed therein and the history relating thereto; (4) cooperate with the ASSIGNEE in any interference, opposition, dispute, litigation, or other proceeding involving any of the applications or patents for such invention(s) and improvements, including but not limited to testifying; and (5) generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such invention(s) and improvements in the ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for such inventions(s) and improvements; and

AGREE THAT THIS ASSIGNMENT IS BINDING upon the heirs, assigns, representatives and successors of the undersigned and extends to the successors, assigns and nominees of the ASSIGNEE.

<b><u>Additional Patent Application Information</u></b>	
U.S. Provisional Application Serial No. _____,	filed on _____.
U.S. Non-Provisional Application Serial No. _____,	filed on _____.
International Application Serial No. _____,	filed on _____.

(Signature): Clark R Baker Jr

Date: February 6, 2013

Name: Clark Baker

(Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Name: Edward M. McKenna

**Attorney Docket No. H-RM-01523 CON**

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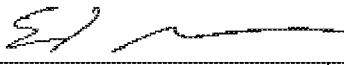
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<i>U.S. Non-Provisional Application Serial No.</i>	_____ , filed on _____
<i>International Application Serial No.</i>	_____ , filed on _____

(Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Name: Clark Baker

(Signature):  \_\_\_\_\_

Date: 2/11/2013

Name: Edward M. McKenna