

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHILIP JOHN PEYTON	02/21/2011
RECEIVING PARTY DATA	
Name:	AUSTIN HEALTH
Street Address:	STUDLEY ROAD
City:	HEIDELBERG
State/Country:	AUSTRALIA
Postal Code:	3081
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12743224
Application Number:	61003544
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ATTORNEY DOCKET NUMBER:	740118.401USPC
NAME OF SUBMITTER:	JOHN WAKELEY
Signature:	/John Wakeley/
Date:	11/18/2013

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Total Attachments: 5

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PATENT

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BETWEEN

PHILIP JOHN PEYTON

AND

AUSTIN HEALTH

DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT

DAVIES COLLISON CAVE
Patent & Trade Mark Attorneys
1 Nicholson Street
Melbourne Victoria 3000
Australia

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DEED OF ACKNOWLEDGEMENT AND ASSIGNMENT

THIS DEED is made the 21st day of February, 2010/1

BETWEEN: **PHILIP JOHN PEYTON** of 11 Vincent Road, Park Orchards, Victoria 3114, Australia (hereinafter referred to as "**the Inventor**")

AND: **AUSTIN HEALTH** of Studley Road, Heidelberg, Victoria 3081, Australia, a public hospital incorporated pursuant to the Health Services Act 1988 (hereinafter referred to as "**the Employer**")

WHEREAS:

- A. The Inventor is an employee of the Employer.
- B. The Inventor, in the ordinary course of his employment with the Employer, made the invention or inventions ("**the Invention**") described and/or claimed in US Provisional Patent Application No. 61/003,544, filed on 16 November 2007, and International (PCT) Patent Application No. PCT/AU2008/001696, filed on 14 November 2008, both filed in the name of the Inventor, and entitled "System and method for monitoring cardiac output" ("**the Patent Applications**").
- C. The Inventor wishes to acknowledge and confirm that he is the first and sole inventor of the Invention.
- D. The Inventor and the Employer wish to acknowledge and confirm the Employer's ownership of all right, title and interest in the Invention and the Patent Applications according to the terms of this Deed.

NOW THIS DEED WITNESS as follows:

1. INTERPRETATION

In this Deed, where the context requires or admits:

- (a) a reference to a patent includes, without limitation, patents for inventions, innovation patents, petty patents, design patents, registered designs, utility models and inventor's certificates; and
- (b) a reference to an application includes, without limitation, continuing applications, divisional applications, reissue applications, extension applications and renewal applications.

2. ACKNOWLEDGEMENT AND ASSIGNMENT

2.1 The Inventor hereby acknowledges and confirms that the Invention was made by him, and by him alone, in his capacity as an employee of the Employer and in the ordinary course of his ordinary duties of employment with the Employer.

2.2 The Inventor further hereby acknowledges and confirms that all right, title and interest in the Invention and the Patent Applications whatsoever and wheresoever subsisting or capable of being acquired throughout the world ("**the Rights**"), including:

- (a) all forms of legal protection (including patents), whether granted, applied for, or otherwise subsisting, anywhere in the world in respect of the Invention; and
- (b) the rights, whether presently existing or arising at any time in the future, to make application for and obtain patents or any other form of legal protection anywhere in the world in respect of the Invention, specifically including the rights to:
 - (i) file patent applications for patents in respect of the Invention; and
 - (ii) claim priority based on any application for a patent (including the Patent Applications) in respect of the Invention,

are vested in the Employer absolutely.

- 2.3 For the avoidance of doubt and for the further assurance of the vesting in the Employer absolutely all the Rights, the Inventor hereby assigns to the Employer absolutely any of the Rights which he may now have.

3. FURTHER ASSURANCES

- 3.1 The Inventor will, at the request of the Employer:

- (a) communicate to the Employer all facts known to him regarding the Invention;
- (b) co-operate to the best of his ability with the Employer to secure for the Employer the full benefit of the Rights; and
- (c) do all such further things and execute all such further documents as the Employer may from time to time reasonably require in order to obtain, confirm, record, maintain, exercise or enforce the Rights.

- 3.2 Without in any way limiting clause 3.1, the Inventor hereby irrevocably grants to the Employer power of attorney, including the power and the right to do all such further things and to execute all such further documents on behalf of him as the Employer may from time to time require to obtain, confirm, record, maintain, exercise or enforce the Rights, such power of attorney being exercisable by the Employer through one or more of its authorised officers.

4. GENERAL


- 4.1 Any provision of this Deed which is or becomes prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective and severed to the extent thereof without invalidating any other provision of this Deed, and any such prohibition or unenforceability shall not invalidate such provision in any other jurisdiction.

4.2 References to a party to this Deed include references to its successors, permitted assigns, executors and administrators.

4.3 This Deed takes effect under, is governed by, and shall be construed according to the laws of the State of Victoria, Australia.

EXECUTED AS A DEED

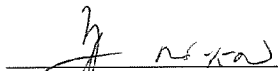
SIGNED, SEALED and DELIVERED by)
the said **PHILIP JOHN PEYTON**)
in the presence of:)



Witness' Signature

CHRISTINE BAILES

Witness' Name (Please Print)



PHILIP JOHN PEYTON

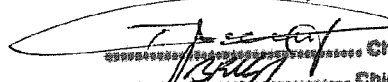
EXECUTED AS A DEED for **AUSTIN**)
HEALTH by its duly authorised officers:)
)
)

Director's Signature

Director's Name (Please Print)



The Common Seal of
was hereto affixed by order of
the Board of Directors
in the presence of



Chairperson/ Director
Chief Executive Officer

CEO's Signature

Brendan Murphy

CEO's Name (Please Print)