# 502598267 12/11/2013

### PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2644555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JAMES MALCOLM THOMPSON	11/19/2013
FIONA ELIZABETH CRESSWELL	11/13/2013
DONALD ROY KURIGER	11/26/2013

### **RECEIVING PARTY DATA**

Name:	FISHER & PAYKEL HEALTHCARE LIMITED
Street Address:	15 MAURICE PAYKEL PLACE
Internal Address:	EAST TAMAKI
City:	AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	2013

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14110083

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	FPHCR.272NP
NAME OF SUBMITTER:	ROBERT J. ROBY
Signature:	/Robert J. Roby/
	PATENT

502598267 REEL: 031759 FRAME: 0145

OP \$40.00 14110083

Date:	12/11/2013
Total Attachments: 4 source=FPHCR.272NP Assignment#page1. source=FPHCR.272NP Assignment#page2. source=FPHCR.272NP Assignment#page3. source=FPHCR.272NP Assignment#page4.	tif tif

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#### **ASSIGNMENT**

WHEREAS, James Malcolm Thompson, residing at Auckland, NZ, Fiona Elizabeth Cresswell, residing at Auckland, NZ, Donald Roy Kuriger, residing at Auckland, NZ, (individual(s) hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design or discoveries related to ELECTRONIC APPARATUS CONTROL USING A BREATHING ASSISTANCE APPARATUS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, Fisher & Paykel Healthcare Limited, with its principal place of business at 15 Maurice Paykel Place, East Tamaki, Auckland 2013, New Zealand (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does 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 the Application and the Work, including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s), 61/473081, filed April 7, 2011 (respectively if plural applications)), and all nonprovisional applications claiming priority thereto. including, all divisions, continuations, continuations-in-part, reissues, and reexaminations 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 any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests 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 related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES 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 ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

PATENT REEL: 031759 FRAME: 0147

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Legal Name of inventor: James Malcolm Thor Inventor Signature:  Witnessed b	y: Date: 19 Nov 15

Application No.: 14/110083 Filing Date: October 4, 2013	Docket Number: FPHCR.272NP Page 3 of 4
Legal Name of inventor: Fione Elizabeth Cresswe	
Inventor Signature:	ull Date: 13th Nov 2013
Witnessed by:	Zleaf
Witness Name (printed): _	Zoe Chang

Filing Date: October 4, 2013	Page 4 of
Legal Name of inventor: Donald Roy Kuriger  Inventor Signature:   Witnessed by:  Witness Name (printed):	Date: 26 Nov 2013  Andrew Such  Quinton Smith
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PATENT REEL: 031759 FRAME: 0150

**RECORDED: 12/11/2013**