

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACHIM BIENER	02/24/2014
JOHANN SEBASTIAN BURZ	02/24/2014
BERND CHRISTOPH LANG	02/24/2014
JOHANNES NICKOL	02/24/2014
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<b>Name:</b>	RESMED R&D GERMANY GMBH
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<b>City:</b>	MARTINSRIED
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	82152
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12737538
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	PTB-4750-106
<b>NAME OF SUBMITTER:</b>	PAUL T. BOWEN
<b>SIGNATURE:</b>	/Paul T. Bowen/
<b>DATE SIGNED:</b>	03/12/2014
<b>Total Attachments: 3</b>	
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**CONFIRMATION OF ASSIGNMENT**  
**Inventor(s) to ResMed R&D Germany GmbH**

WHEREAS, we, **Achim BIENER, Johann Sebastian BURZ, Bernd Christoph LANG and Johannes NICKOL**, the inventors or joint inventors (hereinafter "Inventor") have made certain new and useful inventions relating to **Cushion, Method of and Apparatus for Moulding a Cushion for a Respiratory Mask** (hereinafter "Inventive-Subject matter") which is described in and for which application has been made as follows:

- A Patent Application filed on 22 July 2008 in Europe and designated as Application No. 08160921.6.
- A Patent Application filed on 22 July 2009 in Europe and designated as Application No. PCT/EP2009/005325.

WHEREAS, **ResMed R&D Germany GmbH** (formerly known as MAP Medizin-Technologie GmbH), a German company, (hereinafter "**Assignee**"), whose postal address is Fraunhoferstrasse 16, 82152 Martinsried, Germany, is desirous of acquiring the entire right, title and interest in and to said Inventive Subject-Matter, including without limitation said application(s), for every jurisdiction, including without limitation the United States of America and all other countries, and any benefits of or to be obtained therefrom:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the Effective Date herein, Inventor has sold, assigned, and set over and/or to any extent not previously, by these presents does hereby sell, assign and set over unto Assignee and Assignee's legal representatives, successors and assigns, Inventor's entire right, title and interest in and to said Inventive Subject-Matter for every jurisdiction, including without limitation the United States of America and all other countries, said application(s) and any benefits of or to be obtained therefrom, including without limitation any continuation, or divisional application, renewal or substitute thereof, international, foreign and regional applications corresponding or claiming priority thereto pursuant to any law or treaty, including the right to claim such priority or benefit, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissue or re-examination thereof, and Assignee hereby accepts them, and Inventor does hereby authorize and request the U.S. Commissioner of Patents and any other country's Commissioner of Patents to issue said Letters Patent to the above-mentioned Assignee, consistent with the terms of this Assignment.


UPON SAID CONSIDERATION, Inventor hereby covenants and agrees with Assignee that Inventor has not and will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will, at any time upon request, without further or

additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's or Assignee's assign's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, or divisional application, renewal, reissued or extended Letters Patent of the United States, or of any and all other countries, on said Inventive Subject-Matter, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties.

This Confirmation of Assignment may be executed in any number of counterparts and the executed counterparts together constitute an original.

**EFFECTIVE DATE: 22 July 2009**

IN WITNESS WHEREOF, we have hereunto set our hands on the date indicated below.



**Achim BIENER**

24-Feb-2014

**Date Signed**



**Witness**

**Name:** LICHA



**Johann Sebastian BURZ**

24-Feb-2014

**Date Signed**



**Witness**

**Name:** LICHA



**Bernd Christoph LANG**

26-Feb-2014

**Date Signed**



**Witness**

**Name:** LICHA



**Johannes NICKOL**

24. Feb 2014

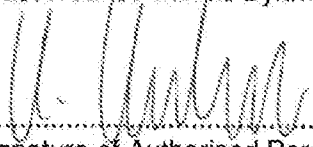
**Date Signed**



**Witness**

**Name:** LICHA

Executed for and on behalf of  
**RESMED R&D GERMANY GMBH**  
in accordance with its Bylaws



.....  
Signature of Authorised Person

**Udo KUHNLE**

.....  
Name of Authorised Person

**CEO**

.....  
Office held

Date: 03/03/2014