# 503353552 06/17/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3400173

NEW ASSIGNMENT		
ASSIGNMENT		
Name	Execution Date	
MICHAEL BERTHON-JONES		
STEVEN PAUL FARRUGIA		
	L L L L L L L L L L L L L L L L L L L	
	ASSIGNMENT	

RESMED LIMITED
1 ELIZABETH MACARTHUR DRIVE
BELLA VISTA
AUSTRALIA
NSW 2153
-

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14187919

## CORRESPONDENCE DATA

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NAME OF SUBMITTER:		MELINDA C. CORMIER	
SIGNATURE:		/Melinda C. Cormier/	
DATE SIGNED:		06/17/2015	
Total Attachments: 4			
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ource=Jones Farrugia#page4.tif			

#### CONFIRMATION OF ASSIGNMENT Inventor to ResMed Limited

WHEREAS, I, Michael Berthon-Jones, an inventor or joint inventor (hereinafter "Inventor") have made certain new and useful inventions relating to ADMINISTRATION OF CPAP TREATMENT PRESSURE IN PRESENCE OF APNEA, (hereinafter "Inventive-Subject matter") which is described in and for which applications have been made as follows:

- A Patent Application flied on 6 November 1998 in Australia and designated as Application No. 91392/98; and
- A Patent Application filed on 6 November 1998 in Australia and designated as Application No. PCT/AU98/00950.

WHEREAS, I signed a Consultancy Deed with ResMed Limited dated 6 March 2008 wherein 1 assigned to ResMed Limited all intellectual property rights created during the course of providing such consultancy and which consultancy was extended by Letter of Amendment dated 1 February 2009, and

WHEREAS, **ResMed Limited**, ABN 30 003 765 142 an Australian company, (hereinafter "**Assignee**"), whose postal address is 1 Elizabeth Macarthur Drive, Bella Vista, New South Wales 2153, Australia, 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 and in consideration of the sum of Ten Dollars Australian (AU\$10.00) and other 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 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

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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. This covenant and agreement shall not serve to prevent Inventor, if not employed by Assignee or Assignee's assigns, from requesting reasonable compensation for substantial time spent participating in non-testimony litigation activities that are performed at the request of Assignee or Assignee's assigns.

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

#### **EFFECTIVE DATE: 6 NOVEMBER 1998**

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

Michael Berthon-Jones 10 JUNE 7014 Date Signed

Witness Name: <u>conver</u> <u>DENNES</u>

Executed for and on behalf of **RESMED LIMITED** in accordance with its Bylaws

Signature of Authorised Person

CLARIDAE Name of Authorised Person

DIRECTOR Office held 19 JUNE 2014 Date:

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#### CONFIRMATION OF ASSIGNMENT Inventor to ResMed Limited

WHEREAS, I, Steven Paul Farrugia, an inventor or joint inventor (hereinafter "Inventor") have made certain new and useful inventions relating to ADMINISTRATION OF CPAP TREATMENT PRESSURE IN PRESENCE OF APNEA, (hereinafter "Inventive-Subject matter") which is described in and for which application has been made as follows:

 A Patent Application filed on 6 November 1998 In Australia and designated as Application No. PCT/AU98/00950.

WHEREAS, **ResMed Limited**, ABN 30 003 765 142 an Australian company, (hereinafter "Assignee"), whose postal address is 1 Elizabeth Macarthur Drive, Bella Vista, New South Wales 2153, Australia, 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 and in consideration of the sum of Ten Dollars Australian (AU\$10.00) and other 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

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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: 6 NOVEMBER 1998**

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

 Manuel Contraction
 24 500 2014
 A Marcallery

 Steven Paul Fairugia
 Date Signed
 Witness

 Name:
 Date Marcallery

Executed for and on behalf of RESMED LIMITED in accordance with its Bylaws

<u>\_\_\_\_\_</u> Signature of Authorised Person

SUSAN PARVES Name of Authorised Person

DIRECTOR Office held

Date: 26 JUNE 2314

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**RECORDED: 06/17/2015**