

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3400559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL BERTHON-JONES	06/10/2014
MICHAEL DAVID HALLETT	09/26/2014
RECEIVING PARTY DATA	
Name:	RESMED LIMITED
Street Address:	1 ELIZABETH MACARTHUR DRIVE
City:	BELLA VISTA
State/Country:	AUSTRALIA
Postal Code:	NSW 2153
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6854462
CORRESPONDENCE DATA	
Fax Number:	(908)654-7866
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(908) 518-6398
Email:	Assignment@ldlkm.com
Correspondent Name:	LDLK&M
Address Line 1:	600 SOUTH AVENUE WEST
Address Line 4:	WESTFIELD, NEW JERSEY 07090
ATTORNEY DOCKET NUMBER:	RESMED 3.0-040 CON
NAME OF SUBMITTER:	MELINDA C. CORMIER
SIGNATURE:	/Melinda C. Cormier/
DATE SIGNED:	06/17/2015
Total Attachments: 4	
source=Hallett Jones#page1.tif	
source=Hallett Jones#page2.tif	
source=Hallett Jones#page3.tif	
source=Hallett Jones#page4.tif	

CONFIRMATION OF ASSIGNMENT
Inventor to ResMed Limited

WHEREAS, I, **Michael David Hallett**, an inventor or joint inventor (hereinafter "Inventor") have made certain new and useful inventions relating to **METHOD AND APPARATUS TO COUNTERBALANCE INTRINSIC POSITIVE END EXPIRATORY PRESSURE**, (hereinafter "Inventive-Subject matter") which is described in and for which applications have been made as follows:

- A Provisional Application filed on 15 January 1999 in United States of America and designated as Application No. 60/116121, and
- A PCT Patent Application filed on 13 January 2000 in the International Bureau and designated as Application No. PCT/IB00/00139.


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.

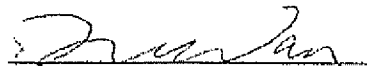
This Confirmation of Assignment may be executed in any number of counterparts and the executed counterparts together constitute an original.

EFFECTIVE DATE: 15 JANUARY 1999

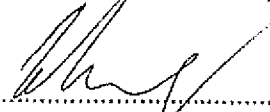
IN WITNESS WHEREOF, we have hereunto set our hands on the date indicated below.


Michael David Hallett

26 SEP 2014
Date Signed


Witness
Name: Jenny Nan

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


Signature of Authorised Person

A. CARIDGE
Name of Authorised Person

DIRECTOR
Office held

Date: 14 October 2014

**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 **METHOD AND APPARATUS TO COUNTERBALANCE INTRINSIC POSITIVE END EXPIRATORY PRESSURE**, (hereinafter "Inventive-Subject matter") which is described in and for which applications have been made as follows:

- A Provisional Application filed on 15 January 1999 in United States of America and designated as Application No. 60/116121; and
- A Patent Application filed on 13 January 2000 in the International Bureau of the PCT and designated as Application No. PCT/IB00/00139.

WHEREAS, I signed a Consultancy Deed with ResMed Limited dated 6 March 2008 wherein I 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 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. 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: 13 JANUARY 2000

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



Michael Berthon-Jones

10 JUNE 2014

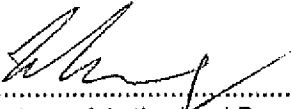
Date Signed



Witness

Name: CHANCEY DEBUNDY

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



Signature of Authorised Person

A. CLARIDGE

Name of Authorised Person

DIRECTOR

Office held

Date: 19 JUNE 2014