PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3571285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
VALERY G. TELFORT	10/24/2012
DIMITAR DIMITROV	10/24/2012
MARK WYLIE	10/24/2012

RECEIVING PARTY DATA

Name:	MASIMO CORPORATION
Street Address:	40 PARKER
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13554929

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	MCANP.043A	
NAME OF SUBMITTER:	LINCOLN S. ESSIG	
SIGNATURE:	/Lincoln. S. Essig./	
DATE SIGNED:	10/15/2015	

Total Attachments: 4

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ASSIGNMENT

WHEREAS, Valery G. Telfort, a Canadian citizen, residing at 5870 Thibault Street, Laval, QC H7K 2X9, Canada, Dimitar Dimitrov, a Canadian citizen, residing at 2700 Boul. Thimes app. 702, Saint-Laurent, QC H4R 2C4, Canada, and Mark Wylie, a Canadian citizen, residing at 2150 Swallow Ave., Dorval, QC H9S 2K3, Canada (individual(s) hereinafter "ASSIGNORS") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to ACOUSTIC RESPIRATORY MONITORING SENSOR WITH PROBE-OFF DETECTION (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been filed (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS. Masimo Corporation, a Delaware Corporation, with its principal place of business at 40 Parker, Irvine, CA 92618 (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, ASSIGNORS hereby acknowledge that ASSIGNORS have sold, assigned, transferred and set over, and by these presents do 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. 61/510,926, filed July 22, 2011), 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 ASSIGNORS hereby authorize and request 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 ASSIGNORS DO 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 ASSIGNORS DO HEREBY covenant and agree that ASSIGNORS will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS 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, 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.

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This <u>24</u> day of <u>October</u>, 20 12.

Valery G. Telfort

Witnessed by: VINGUYEN.

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This 24 day of <u>Detaber</u>, 2012.

Dimitar Dimitrov

Witnessed by: _____

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This 24 day of October , 2012.

Mark Wylie

Witnessed by: <u>VI NGUYEN</u>

13794861

PATENT REEL: 036801 FRAME: 0192

RECORDED: 10/15/2015