

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3896305

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
CHRISTOPHER JAYE NORMAN AMADIO	10/16/2015
ELMO BENSON STOKS	10/20/2015
CHARLES CHRISTOPHER NORTH	10/30/2015
MAHRAN MAUMOON SUJAU	10/16/2015
JOSHUA DANIEL STROOBANT	11/03/2015
GAVIN WALSH MILLAR	10/16/2015
MATTHEW LIAM BUSWELL	10/16/2015
IBRAHIM AL-TIAY	11/03/2015
DAVID LEON MCCAULEY	10/20/2015
ANDRE VAN SCHALKWYK	10/16/2015
KATJA MUNKELT	10/08/2015
MATTHEW ROBERT WILSON	11/18/2015
SANJAY PARAG PATEL	10/16/2015
DOMINIQUE RICHARD D'ANDREA	10/20/2015
GRANT MARTIN DOVER	10/08/2015
DEAN ANTONY BARKER	10/16/2015
JONATHAN DAVID HARWOOD	10/28/2015

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	14649801

**CORRESPONDENCE DATA**

**Fax Number:** (949)760-9502

***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.***

**Phone:** 9497600404

**Email:** efilings@knobbe.com

**Correspondent Name:** KNOBBE MARTENS OLSON & BEAR LLP

**Address Line 1:** 2040 MAIN STREET

**Address Line 2:** 14TH FLOOR

**Address Line 4:** IRVINE, CALIFORNIA 92614

<b>ATTORNEY DOCKET NUMBER:</b>	FPHCR.273NP2
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<b>NAME OF SUBMITTER:</b>	BRIDGET A. SMITH
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<b>SIGNATURE:</b>	/Bridget A. Smith/
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<b>DATE SIGNED:</b>	05/31/2016
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**Total Attachments: 14**

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source=FPHCR.273NP2 Assignment#page14.tif

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### PARTIES

1. Christopher Jaye Norman **AMADIO**, a New Zealand citizen
2. Elmo Benson **STOKS**, a New Zealand citizen
3. Charles Christopher **NORTH**, a New Zealand citizen
4. Mahran Maumoon **SUJAU**, a New Zealand citizen
5. Joshua Daniel **STROOBANT**, a New Zealand citizen
6. Gavin Walsh **MILLAR**, a New Zealand citizen
7. Matthew Liam **BUSWELL**, a New Zealand citizen
8. Ibrahim **AL-TIAY**, a New Zealand citizen
9. David Leon **McCAULEY**, a New Zealand citizen
10. Andre van **SCHALKWYK**, a South African citizen
11. Katja **MUNKELT**, a German citizen
12. Matthew Robert **WILSON**, a New Zealand citizen
13. Helgard **OOSTHUYSEN**, a South African citizen
14. Sanjay Parag **PATEL**, a New Zealand citizen
15. Dominique Richard d'**ANDREA**, a French citizen
16. Grant Martin **DOVER**, a New Zealand citizen
17. Dean Antony **BARKER**, a British citizen
18. Jonathan David **HARWOOD**, a New Zealand citizen  
  
(together 'The Assignors')
19. **Fisher & Paykel Healthcare Limited**, a New Zealand company, of 15 Maurice Paykel Place, East Tamaki, Auckland 2013, New Zealand (**Assignee**)

### INTRODUCTION

1. The Assignors have agreed to assign the Patent Rights to the Assignee upon the terms set out in this deed.

### AGREED THAT:

#### 1. DEFINITIONS

- 1.1. In this deed (including the Introduction), unless the context requires otherwise:

**Effective Date** means the date that this deed is signed.

**Encumbrance** means any lien, mortgage, charge, encumbrance, security interest or other similar interest.

**Patent Applications** means patent application no. PCT/NZ2013/000222 and all of the national phase patent applications filed therefrom, as listed in Schedule A which forms a part of this Deed of Assignment.

**Patent Rights** means the Patent Applications, and in relation to the Patent Applications:

- (a) the right to apply, and obtain protection, for patents (or similar forms of protection) in all countries or regions of the world, including but not limited to all divisional applications, continuation applications, continuation-in-part applications, reissues and reexaminations thereof;
- (b) the right to claim priority under any international convention or agreement from any application for patents (or similar forms of protection), whether filed before, upon or after the Effective Date;
- (c) the rights conferred by such protection when granted; and
- (d) all Rights of Action.

**Rights of Action** means any rights (whether in the name of The Assignors or Assignee) to bring or defend any claim or proceedings in relation to Patent Rights, including any such rights which may have accrued before the signing of this deed.

## 2. COVENANTS

2.1. **Assignment.** With effect from the Effective Date and in consideration of the payment by the Assignee of the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which The Assignors acknowledge), The Assignors assign to the Assignee all of The Assignors' right, title and interest in and to the Patent Rights.

2.2. **Further Assurances.** Upon request and at the Assignee's cost, The Assignors will execute all documents that may be necessary or desirable to:

- (a) perfect or confirm the Assignee's ownership of the Patent Rights;
- (b) otherwise give effect to the intent of this deed.

## 3. WARRANTIES

3.1. **Assignor's Warranties.** The Assignors warrant that:

- (a) The Assignors have the legal right and authority, and has taken all necessary actions, to enter into and perform its obligations under this deed; and
- (b) to the best of The Assignors' knowledge, the Patent Rights are assigned to the Assignee free from any Encumbrances.

## 4. GENERAL

4.1. **Law and Jurisdiction.** This deed is governed by, and construed in accordance with, the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the New Zealand courts in connection with this deed.

**SIGNATURES**

**SIGNED AS A DEED** for and on behalf of  
**Christopher Jaye Norman AMADIO** in the  
presence of:

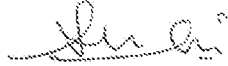


Signature

Christopher Jaye Norman AMADIO  
Name

16 OCT 15

Date

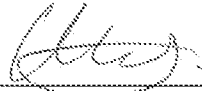


Witness Signature

VANGESA WOOD

Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Elmo Benson STOKS** in the presence of:

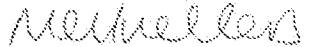


Signature

Elmo Benson STOKS  
Name

20 OCT 2015

Date



Witness Signature

MARTINA MUELLERS

Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Charles Christopher NORTH** in the  
presence of:

Signature

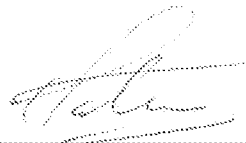
Charles Christopher NORTH  
Name

Date

Witness Signature

Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Mahran Maumoon SUJAU** in the presence  
of:



Signature

Mahran Maumoon SUJAU  
Name

Date

Witness Signature

MARTINA MUELLERS

Witness Name

**SIGNATURES**

**SIGNED AS A DEED** for and on behalf of  
**Christopher Jaye Norman AMADIO** in the  
presence of:

\_\_\_\_\_  
Signature

Christopher Jaye Norman AMADIO  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Elmo Benson STOKS** in the presence of:

\_\_\_\_\_  
Signature

Elmo Benson STOKS  
Name

\_\_\_\_\_  
Witness Signature


\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Charles Christopher NORTH** in the  
presence of:

  
\_\_\_\_\_  
Signature

Charles Christopher NORTH  
Name

  
\_\_\_\_\_  
Witness Signature

30 Oct 2015  
\_\_\_\_\_  
Date

Trevor Colin Kenworthy  
\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Mahran Maumoon SUJAU** in the presence  
of:

\_\_\_\_\_  
Signature

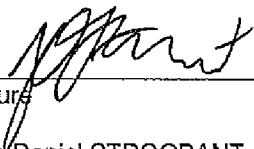
Mahran Maumoon SUJAU  
Name

\_\_\_\_\_  
Witness Signature

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Date

\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Joshua Daniel STROOBANT** in the presence  
of:

\_\_\_\_\_  
Signature   
Joshua Daniel STROOBANT  
Name  
\_\_\_\_\_  
Date 3 Nov 15

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Witness Signature  
Michael Edmondson  
\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Gavin Walsh MILLAR** in the presence of:

\_\_\_\_\_  
Signature  
Gavin Walsh MILLAR  
Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Matthew Liam BUSWELL** in the presence of:

\_\_\_\_\_  
Signature  
Matthew Liam BUSWELL  
Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Ibrahim AL-TIAY** in the presence of:

\_\_\_\_\_  
Signature  
Ibrahim AL-TIAY  
Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
Joshua Daniel STROOBANT in the presence of:

Signature

Joshua Daniel STROOBANT  
Name

Witness Signature

Date

Witness Name

SIGNED AS A DEED for and on behalf of  
Gavin Walsh MILLAR in the presence of:

Signature

Gavin Walsh MILLAR  
Name

Witness Signature

Date

Witness Name

SIGNED AS A DEED for and on behalf of  
Matthew Liam BUSWELL in the presence of:

Signature

Matthew Liam BUSWELL  
Name

Witness Signature

Date

Witness Name

SIGNED AS A DEED for and on behalf of  
Ibrahim AL-TIAY in the presence of:

Signature

Ibrahim AL-TIAY  
Name

Witness Signature

Date

Witness Name



**SIGNED AS A DEED** for and on behalf of  
**Joshua Daniel STROOBANT** in the presence of:  
of:

\_\_\_\_\_  
Signature

Joshua Daniel STROOBANT  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Gavin Walsh MILLAR** in the presence of:

\_\_\_\_\_  
Signature

Gavin Walsh MILLAR  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Matthew Liam BUSWELL** in the presence of:

\_\_\_\_\_  
Signature

Matthew Liam BUSWELL  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date


\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Ibrahim AL-TIAY** in the presence of:

  
\_\_\_\_\_  
Signature

Ibrahim AL-TIAY  
Name

03 NOV 2015  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Witness Signature

Afaf ABBAS  
\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
David Leon McCAULEY in the presence of:

David McCauley  
Signature

David Leon McCAULEY  
Name

20 Oct 2015  
Date

M. Muellers  
Witness Signature

MARTINA MUELLERS  
Witness Name

SIGNED AS A DEED for and on behalf of  
Andre van SCHALKWYK in the presence of:

Andre van Schalkwyk  
Signature

Andre van SCHALKWYK  
Name

10/Oct 2015  
Date

M. Muellers  
Witness Signature

MARTINA MUELLERS  
Witness Name

SIGNED AS A DEED for and on behalf of  
Katja MUNKELT in the presence of:

\_\_\_\_\_  
Signature

Katja MUNKELT  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
Matthew Robert WILSON, in the presence of:

\_\_\_\_\_  
Signature

Matthew Robert WILSON  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
David Leon McCAULEY in the presence of:

\_\_\_\_\_  
Signature

David Leon McCAULEY  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
Andre van SCHALKWYK in the presence of:

\_\_\_\_\_  
Signature

Andre van SCHALKWYK  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
Katja MUNKELT in the presence of:

\_\_\_\_\_  
Signature

Katja MUNKELT  
Name

*Katja Munkelt*

08.10.2015

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
Matthew Robert WILSON, in the presence of:

\_\_\_\_\_  
Signature

Matthew Robert WILSON  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
Helgard OOSTHUYSEN in the presence of:

\_\_\_\_\_  
Signature

**SIGNED AS A DEED** for and on behalf of  
**David Leon McCAULEY** in the presence of:

\_\_\_\_\_  
Signature

David Leon McCAULEY  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Andre van SCHALKWYK** in the presence of:

\_\_\_\_\_  
Signature

Andre van SCHALKWYK  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Katja MUNKELT** in the presence of:

\_\_\_\_\_  
Signature

Katja MUNKELT  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Matthew Robert WILSON**, in the presence of:

*M. Wilson*  
\_\_\_\_\_  
Signature

Matthew Robert WILSON  
Name

*18-Nov-2015*  
\_\_\_\_\_  
Date

*Kevin Miller*  
\_\_\_\_\_  
Witness Signature

*Kevin Miller*  
\_\_\_\_\_  
Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Helgard OOSTHUYSEN** in the presence of:

Signature

Helgard OOSTHUYSEN  
Name

Witness Signature

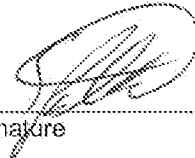
Date

Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Sanjay Parag PATEL** in the presence of:

Signature

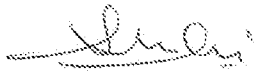
Sanjay Parag PATEL  
Name



16 Oct 2015

Date

Witness Signature



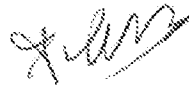
Vanjeeta Nao

Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Dominique Richard d'ANDREA** in the presence of:

Signature

Dominique Richard d'ANDREA  
Name



20 Oct 2015

Date

Witness Signature



MARTINA MUELLERS

Witness Name

**SIGNED AS A DEED** for and on behalf of  
**Grant Martin DOVER** in the presence of:

Signature

Grant Martin DOVER  
Name

Witness Signature

Date

Witness Name

SIGNED AS A DEED for and on behalf of  
Helgard OOSTHUYSEN in the presence of:

\_\_\_\_\_  
Signature

Helgard OOSTHUYSEN  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
Sanjay Parag PATEL in the presence of:

\_\_\_\_\_  
Signature

Sanjay Parag PATEL  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

SIGNED AS A DEED for and on behalf of  
Dominique Richard d'ANDREA in the  
presence of:

\_\_\_\_\_  
Signature

Dominique Richard d'ANDREA  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

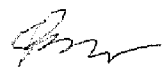
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Witness Name

SIGNED AS A DEED for and on behalf of  
Grant Martin DOVER in the presence of:

\_\_\_\_\_  
Signature

Grant Martin DOVER  
Name

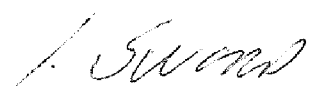
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Date



08/OCT/2015

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name



IAN SEWARD

SIGNED AS A DEED for and on behalf of  
Dean Antony BARKER in the presence of:

*A.B.*

Signature

Dean Antony BARKER  
Name

*16 Oct. 2015*

Date

*Muellers.*

Witness Signature

*MARTINA MUELLERS*

Witness Name

SIGNED AS A DEED for and on behalf of  
Jonathan David HARWOOD in the presence  
of:

*[Signature]*

Signature

Jonathan David HARWOOD  
Name

*[Signature]*

*28 Oct 2015*

Date

*Muellers.*

Witness Signature

*MARTINA MUELLERS*

Witness Name

SIGNED AS A DEED for and on behalf of  
FISHER & PAYKEL HEALTHCARE LIMITED  
in the presence of:

*[Signature]*

Signature

Jonathan David HARWOOD  
Name

General Manager IP  
Position

*28 Oct 2015*

Date

*Muellers.*

Witness Signature

*MARTINA MUELLERS*

Witness Name

## SCHEDULE A

Schedule of national phase patent applications filed from PCT/NZ2013/000222:

Country	Application Number	Assignee Reference	Agent Reference
Australia	2013356788	10222UAU1	235572AUPR
Canada	2.896.601	10222UCA1	235572CAPR
China	201380072143.7	10222UCN1	235572CNPR
European Patent Office	13859885.9	10222UEP1	235572EPPR
Germany	11 2013 005 798.0	10222UDE1	235572DEPR
Japan	Not yet allocated – Japanese national phase of PCT/NZ2013/000222	10222UJP1	235572JPPR
United Kingdom	1510816.0	10222UGB1	235572GBPR
United States of America	14/649,801	10222UUS1	235572USPR