

<b>PATENT ASSIGNMENT COVER SHEET</b>
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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>
MASSI JOE E. KIANI	09/24/2008
<b>RECEIVING PARTY DATA</b>	
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<b>State/Country:</b>	CALIFORNIA
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9211072
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<b>ATTORNEY DOCKET NUMBER:</b>	MASIMO.679C1
<b>NAME OF SUBMITTER:</b>	SCOTT CROMAR
<b>SIGNATURE:</b>	/Scott Cromar/
<b>DATE SIGNED:</b>	10/18/2016
<b>Total Attachments: 2</b>	
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Application No.: 12/147,299  
Filing Date: June 26, 2008

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Client Code: MASIMO.679A  
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### ASSIGNMENT

WHEREAS, I, Massi E. Kiani, residing at 35 Brindisi, Laguna Niguel, CA 92677, a citizen of the United States of America, have invented certain new and useful improvements in a DISPOSABLE ACTIVE PULSE SENSOR for which I have filed an application for Letters Patent in the United States, Application No. 12/147,299, Filed on June 26, 2008;

AND WHEREAS, Masimo Corporation (hereinafter "ASSIGNEE"), with its principal place of business at 40 Parker, Irvine, CA 92618, desires to acquire the entire right, title, and interest in and to said improvements and said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, said inventor, do hereby acknowledge that I 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, to and under said improvements, and said application including all provisional applications relating thereto (including but not limited to U.S. Provisional Application No(s). 60/946,979, filed June 28, 2007 (respectively if plural applications)), and all divisions, renewals and continuations 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 applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I 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 Letters Patent for said improvements to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I 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 I HEREBY covenant and agree that I will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

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REEL: 040049 FRAME: 0101

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 24<sup>th</sup> day of September, 2008.

  
\_\_\_\_\_  
Massi E. Kiani


STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On September 24, 2008 before me, Marnelle Ross, notary public, personally appeared Massi E. Kiani who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

  
\_\_\_\_\_  
Notary Signature



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