

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4128595

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRANZ ULRICH	02/20/2015
AARON ALFRED LOBBESTAEI	02/18/2015
RECEIVING PARTY DATA	
Name:	NONIN MEDICAL, INC.
Street Address:	13700 1ST AVENUE NORTH
City:	PLYMOUTH
State/Country:	MINNESOTA
Postal Code:	55441
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14352285
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	2898.068US1
NAME OF SUBMITTER:	BRENDA KOWALKE
SIGNATURE:	/Brenda Kowalke/
DATE SIGNED:	11/04/2016
Total Attachments: 5	
source=2898068US1_SIGNED ASSN#page1.tif	
source=2898068US1_SIGNED ASSN#page2.tif	
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source=2898068US1_SIGNED ASSN#page4.tif	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 2898.068US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Franz Ulrich, Aaron Alfred Lobbestael

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

2. Name and address of receiving party(ies):

Name: Nonin Medical, Inc.

Street Address: 13700 1st Avenue North

City: Plymouth State: MN Zip: 55441

Country: United States of America

3. Nature of conveyance:

[X] Assignment

[] Merger

[] Security Agreement [] Change of Name

[] Other

Additional name(s) & address(es) attached? [] Yes [X] No

Execution Date: February 20, 2015, February 18, 2015

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 14/352,285

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David W. Black

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

[] Enclosed

[] Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David W. Black/Reg. No. 42,331

Name of Person Signing

Signature

November 2, 2016

Date

Total number of pages including cover sheet: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 040220 FRAME: 0362

ASSIGNMENT

WHEREAS, Franz Ulrich and Aaron Alfred Lobbestael (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on April 16, 2014, which application was assigned US patent application serial number 14/352,285, and which is titled AGE CALIBRATION FOR TISSUE OXIMETRY; which are described in a patent application filed on October 17, 2012, which application was assigned PCT application serial number PCT/US2012/060634, and which is titled AGE CALIBRATION FOR TISSUE OXIMETRY; which are described in a patent application filed on October 21, 2011, which application was assigned US application serial number 61/550,150, and which is titled AGE CALIBRATION FOR TISSUE OXIMETRY.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Nonin Medical, Inc. (the "Assignee"), a corporation of the State of Minnesota, having a place of business at 13700 1st Avenue North, Plymouth, MN 55441, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

- the invention which is disclosed in the above-identified application or applications;
- such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such invention (including any application for a utility model or an innovation patent application);

- all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such invention;

- including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

- and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment

Assignors: Franz Ulrich et al.

Docket No: 2898.068US1

Title: AGE CALIBRATION FOR TISSUE OXIMETRY

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Assignor:

(Signature):

Franz Ulrich

Name: Franz Ulrich

City/State: Minneapolis, MN

Date:

2/20/2015

Assignment

Assignors: Franz Ulrich et al.

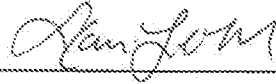
Docket No: 2898 068US1

Title: AGE CALIBRATION FOR TISSUE OXIMETRY

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Assignor:

(Signature):



Name: Aaron Alfred Lobbestael

City/State: Watertown, MN

Date:

2/18/2015