

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

EPAS ID: PAT4168252

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VALERY G. TELFORT	04/29/2011
DIMITAR DIMITROV	04/29/2011
PHI TRANG	05/02/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MASIMO CORPORATION
<b>Street Address:</b>	52 DISCOVERY
<b>City:</b>	IRVINE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92618
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14247120
<b>Application Number:</b>	15366899
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>	
<b>Phone:</b>	9497600404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE MARTENS OLSON & BEAR LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	MCAN.033A1C1 / C2
<b>NAME OF SUBMITTER:</b>	SCOTT CROMAR
<b>SIGNATURE:</b>	/Scott Cromar/
<b>DATE SIGNED:</b>	12/02/2016
<b>Total Attachments: 8</b>	
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**ASSIGNMENT**

WHEREAS, Valery G. Telfort, a Canadian citizen, residing in Canada, Dimitar Dimitrov, a Canadian citizen, residing in Canada, Phi Trang, a Canadian citizen, residing in Canada, Massi Joe E. Kiani, a United States citizen, residing at Laguna Niguel, CA, and Anand Sampath, an Indian citizen, residing at Corona, CA, (individuals hereinafter "ASSIGNORS") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to ACOUSTIC RESPIRATORY MONITORING SENSOR HAVING MULTIPLE SENSING ELEMENTS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, MASIMO 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:

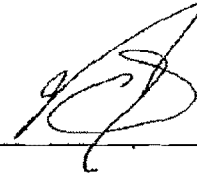
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby acknowledge that ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives 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 Nos. 61/252099 filed October 15, 2009, and 61/313645 filed and March 12, 2010 (respectively)), 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.

This 29 day of APRIL, 2011.

Valery G. Telfort



Witnessed by: VI NGUYEN



This 29 day of April, 2011.

Dimitar Dimitrov



Witnessed by: VI NGUYEN

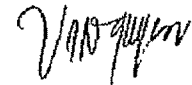


This 02 day of May, 2011.

Phi Trang



Witnessed by: VI NGUYEN



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

STATE OF CALIFORNIA

}

ss.

COUNTY OF

}

On \_\_\_\_\_, before me, \_\_\_\_\_, notary public, personally appeared Massi Joe E. Kiani who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Anand Sampath

STATE OF CALIFORNIA

}

ss.

COUNTY OF

}

On \_\_\_\_\_, before me, \_\_\_\_\_, notary public, personally appeared Anand Sampath who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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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**ASSIGNMENT**

WHEREAS, Valery G. Telfort, a Canadian citizen, residing in Canada, Dimitar Dimitrov, a Canadian citizen, residing in Canada, Phi Trang, a Canadian citizen, residing in Canada, Massi Joe E. Kiani, a United States citizen, residing at Laguna Niguel, CA, and Anand Sampath, an Indian citizen, residing at Corona, CA, (individuals hereinafter "ASSIGNORS") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to ACOUSTIC RESPIRATORY MONITORING SENSOR HAVING MULTIPLE SENSING ELEMENTS (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, MASIMO 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 Nos. 61/252099 filed October 15, 2009, and 61/313645 filed and March 12, 2010 (respectively)), 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.

\_\_\_\_\_  
This \_\_\_ day of \_\_\_\_\_, 20\_\_.

Valery G. Telfort

\_\_\_\_\_  
Witnessed by: \_\_\_\_\_

\_\_\_\_\_  
This \_\_\_ day of \_\_\_\_\_, 20\_\_.

Dimitar Dimitrov

\_\_\_\_\_  
Witnessed by: \_\_\_\_\_

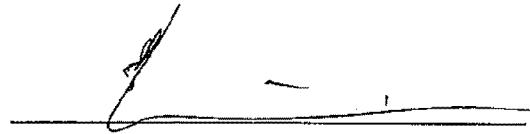
\_\_\_\_\_  
This \_\_\_ day of \_\_\_\_\_, 20\_\_.

Phi Trang

\_\_\_\_\_  
Witnessed by: \_\_\_\_\_



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5<sup>TH</sup> day of MAY, 2011.



Massi Joe E. Kiani

STATE OF CALIFORNIA }  
}

ss.

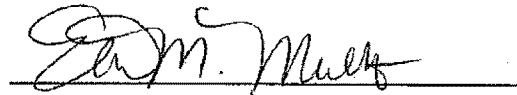
COUNTY OF ORANGE }

On 05 MAY 2011, before me, ELISA M. MULET, notary public, personally appeared Massi Joe E. Kiani who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

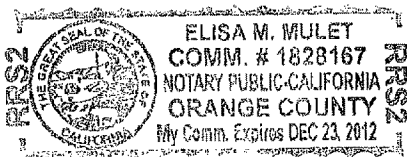
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2<sup>nd</sup> day of May, 2011.

Anand Sampath  
Anand Sampath

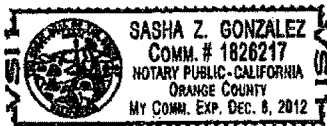
STATE OF CALIFORNIA )  
 )  
 ) ss.  
COUNTY OF Orange )

On May 2<sup>nd</sup> 2011, before me, Sasha Z. Gonzalez, notary public, personally appeared Anand Sampath who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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]



Sasha Z. Gonzalez  
Notary Signature

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