

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4429091

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>RESUBMIT DOCUMENT ID:</b>	504364565
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ROHAN MULLINS	05/03/2002
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RESMED LIMITED
<b>Street Address:</b>	1 ELIZABETH MACARTHUR DRIVE
<b>City:</b>	BELLA VISTA, NEW SOUTH WALES
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2153
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15593563
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)816-4100
<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>	7038164085
<b>Email:</b>	nparcell@nixonvan.com
<b>Correspondent Name:</b>	NATALIE PARCELL
<b>Address Line 1:</b>	901 NORTH GLEBE ROAD
<b>Address Line 2:</b>	11TH FLOOR
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203
<b>ATTORNEY DOCKET NUMBER:</b>	PTB-4398-1772
<b>NAME OF SUBMITTER:</b>	PAUL T. BOWEN
<b>SIGNATURE:</b>	/Paul T. Bowen/
<b>DATE SIGNED:</b>	05/24/2017
<b>Total Attachments: 6</b>	
source=4398-1772_Employment_Deed_Mullins#page1.tif	
source=4398-1772_Employment_Deed_Mullins#page2.tif	
source=4398-1772_Employment_Deed_Mullins#page3.tif	
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DATED ..... 3 / 5 / ..... 2002 .

RESMED LIMITED

('the Company')

*ROHAN MILLER*  
.....

('the Employee')

EMPLOYMENT DEED

THIS DEED is made the THIRD day of MAY 2002.

BETWEEN: RESMED LIMITED 97 Waterloo Road, North Ryde, NSW, 2113,  
Australia ('the Company')

AND: ADAM MULLINS of 16 MUSSETT ROAD  
CLOSE SCOTLAND PARK ('the Employee')

## RECITALS

A. The Employee is or shall be employed by the Company.

## OPERATIVE PART

### 1. DEFINITIONS

'Business' means the businesses carried on by the Company;

'Company' means ResMed Limited;

'Confidential Information' means all information and data (including any copy or extract made of or from such information or data) concerning the operations, dealings, organisation, business, finance, transactions, customers, trade secrets, prospects, markets, scientific formulae, designs, drawings, know-how, manufacturing processes and affairs of the Company and any other intellectual property of the Company in whatever form including, without limitation, all such information and data recorded or stored by means of mechanical, electronical or other device but does not include information which is at the date of this Deed, or which subsequently becomes, other than as a result of breach of this Deed by the Employee or disclosure by some any other person contrary to this agreement, widely known in the public domain.

'Consultancy Contract' means the contract setting out the terms and conditions of consultancy of the Consultant to the Company;

'Deed' means this Deed;

'Employment Contract' means the contract setting out the terms and conditions of employment of the Employee by the Company;

'Engage in an Enterprise' means:

- (a) to participate, assist or otherwise be concerned, directly or indirectly, in any capacity in any business which is substantially similar to or competitive with the Business; and
- (b) without limiting paragraph (a), to own or control, directly or indirectly, more than ten per centum (10%) of the shares or other securities of a corporation or trust whose business is substantially similar to, or competitive with the Business.

## 2. CONFIDENTIAL INFORMATION

- 2.1 The Employee acknowledges that all Confidential Information which may come into the Employee's possession during employment is and remains the property of the Company.
- 2.2 The Employee shall not at any time without the consent of the Company, copy or take extracts from any Confidential Information or move any Confidential Information from the premises of the Company except in the normal course of employment for the purposes of the Business and, in the case of removal of any Confidential Information will as promptly as possible and in any case immediately upon demand return it to the Company.
- 2.3 The Employee shall, upon termination of the Employee's appointment, return all property or Confidential Information belonging to the Company which has come into the Employee's possession in the course of the Employee's employment, whether or not originally supplied to the Employee by the Company.
- 2.4 The Employee shall not either during employment with the Company or after the termination of employment; disclose to any person (other than a director of the Company or a person approved by the Company) any Confidential Information which may come into his or her possession and he or she shall not make use of any such

Confidential Information to gain directly or indirectly any improper advantage to himself or herself or any other person.

### 3. OTHER OBLIGATIONS OF EMPLOYEE

The Employee hereby:

- (a) agrees to disclose to the Company any discovery, invention, secret process or improvement in procedure made, developed or discovered by the Employee whilst in the service of the Company in connection with or in any way affecting or relating to the Business or capable of being used or adapted for use in the Business;
- (b) assigns to the Company all copyright, patent rights or other proprietary rights attaching to such discovery, invention, secret process or improvement;
- (c) agrees to:
  - (i) apply or join in applying (at the expense of the Company) for letters patent or other similar protection in Australia or in any other part of the world for any such discovery, invention, secret process or improvement; and
  - (ii) execute all instruments and do all things necessary for vesting the said letters patent or other similar protection when obtained and all right and title to and interest in such discovery, invention, secret process or improvement in the Company or its nominee;
- (d) appoints the Company as his or her attorney to execute on his or her behalf any instrument and to do any act or thing necessary for the purpose of giving to the Company or its nominee the full benefit of the provisions of this clause; and
- (e) agrees that unless otherwise agreed by the Parties in writing this Deed shall be conclusive evidence of the Company's authority to execute any instrument or do any act or thing necessary to give to the Company or its nominee the full benefit of this clause.

### 4. OUTSIDE WORK

During the term of his or her employment with the Company the Employee shall not without the prior written consent of the Board of the Company:

- (a) Engage in an Enterprise; or
- (b) Undertake any appointment or position which is likely to interfere with the performance of the Employee's duties pursuant to this Deed.

## 5. POST-EMPLOYMENT RESTRAINTS

5.1 The Employee shall not for a period of 12 months after termination of his or her employment for any reason, either directly or indirectly, whether on his or her own account or on behalf of or in association with others:

- (a) be interested or employed in the business of design and/or manufacture of equipment for the treatment and/or diagnosis of sleep disordered breathing;
- (b) canvass, solicit or deal with any other person or persons or company who or which, at any time, during his or her employment by the Company shall have been a client or customer of the Company;
- (c) induce or seek to induce any person who, at any time, during his or her employment with the Company was an employee of the Company to leave the employment of the Company.

## 6. GENERAL

6.1 If the provisions of this Deed are inconsistent with any of the provisions of the Employment Contract, the provisions of this Deed will prevail.

6.2 Provisions of this Deed and of the Employment Contract shall survive termination of the Deed or of the Employment Contract.

EXECUTED as a Deed.

THE COMMON SEAL OF RESMED  
LIMITED is affixed in  
accordance with its articles  
of association



*Cl. Robert*

Signature of Authorised Person

*Adrian Smith*

Signature of Authorised Person

*CHARL ROBERTS*

Name of Authorised Person

*ADRIAN SMITH*

Name of Authorised Person

*DIRECTOR*

Office held

*COMPANY SECRETARY*

Office held

SIGNED by (the Employee)  
in the presence of:

*J. South*

Signature of Witness

*[Signature]*

Signature of the Employee

*J. South*

Name of Witness (Print)