

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4922258

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GLT ACQUISITION CORPORATION	11/09/2016
<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: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15897917	
<b>Application Number:</b>	15799689	
<b>Application Number:</b>	15605460	
<b>CORRESPONDENCE DATA</b>		
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<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	MASCER311C3/312C2/310P1C4	
<b>NAME OF SUBMITTER:</b>	SCOTT CROMAR	
<b>SIGNATURE:</b>	/Scott Cromar/	
<b>DATE SIGNED:</b>	04/18/2018	
<b>Total Attachments: 6</b>		
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**PATENT**

**REEL: 045580 FRAME: 0114**

### CONFIRMATION OF ASSIGNMENT AND ASSIGNMENT

WHEREAS, GLT Acquisition Corporation, a Delaware corporation having offices at 40 Parker, Irvine, CA 92618 (hereinafter "ASSIGNOR"), is the sole owner of the entire right, title, and interest to certain new and useful improvements for which the following United States issued letters patents and applications for letters patents were filed in the United States (hereinafter "the Patents and Patent Applications"):

Patent No.	Issue Date	Title
7,356,365 (MASCER.308A)	04/08/2008	METHOD AND APPARATUS FOR TISSUE OXIMETRY
7,510,849 (MASCER.309A)	03/30/2009	OCT BASED METHOD FOR DIAGNOSIS AND THERAPY
7,254,429 (MASCER.310A)	08/07/2007	METHOD AND APPARATUS FOR MONITORING GLUCOSE LEVELS IN A BIOLOGICAL TISSUE
8,204,566 (MASCER.310C1)	06/19/2012	METHOD AND APPARATUS FOR MONITORING BLOOD CONSTITUENT LEVELS IN BIOLOGICAL TISSUE
8,788,003 (MASCER.310C2)	07/22/2014	MONITORING BLOOD CONSTITUENT LEVELS IN BIOLOGICAL TISSUE
7,822,452 (MASCER.310CP1)	10/26/2010	METHOD FOR DATA REDUCTION AND CALIBRATION OF AN OCT-BASED BLOOD GLUCOSE MONITOR
8,306,596 (MASCER.310CP1C1)	11/06/2012	METHOD FOR DATA REDUCTION AND CALIBRATION OF AN OCT-BASED PHYSIOLOGICAL MONITOR
8,036,727 (MASCER.310CP2)	10/11/2011	METHODS FOR NONINVASIVELY MEASURING ANALYTE LEVELS IN A SUBJECT
9,078,560 (MASCER.310P1C2)	07/14/2015	METHOD FOR DATA REDUCTION AND CALIBRATION OF AN OCT-BASED PHYSIOLOGICAL MONITOR
8,548,549 (MASCER.310P2C1)	10/01/2013	METHODS FOR NONINVASIVELY MEASURING ANALYTE LEVELS IN A SUBJECT
8,219,172 (MASCER.311A)	07/10/2012	SYSTEM AND METHOD FOR CREATING A STABLE OPTICAL INTERFACE
8,831,700 (MASCER.311C1)	09/09/2014	APPARATUS AND METHOD FOR CREATING A STABLE OPTICAL INTERFACE
8,768,423 (MASCER.312A)	07/01/2014	MULTISPOT MONITORING FOR USE IN OPTICAL COHERENCE TOMOGRAPHY
8,571,617 (MASCER.313A)	10/29/2013	FLOWOMETRY IN OPTICAL COHERENCE TOMOGRAPHY FOR ANALYTE LEVEL ESTIMATION
9,060,721 (MASCER.313C1)	06/23/2015	FLOWOMETRY IN OPTICAL COHERENCE TOMOGRAPHY FOR ANALYTE LEVEL ESTIMATION
9,066,666 (MASCER.317A)	06/30/2015	PATIENT MONITOR FOR MONITORING MICROCIRCULATION

Application No.	Filing Date	Title
PCT/US2004/021352 (MASCER.308VPC)	07/02/2004	METHOD AND APPARATUS FOR TISSUE OXIMETRY
14/737242 (MASCER.310P1C3)	06/11/2015	METHOD FOR DATA REDUCTION AND CALIBRATION OF AN OCT-BASED PHYSIOLOGICAL MONITOR
14/036786 (MASCER.310P2C2)	09/25/2013	NONINVASIVELY MEASURING ANALYTE LEVELS IN A SUBJECT
PCT/US2005/026744 (MASCER.310QPC)	06/02/2006	METHODS FOR NONINVASIVELY MEASURING ANALYTE LEVELS IN A SUBJECT
PCT/US2006/021535 (MASCER.310VPC)	07/27/2005	METHOD AND APPARATUS FOR MONITORING GLUCOSE LEVELS IN A BIOLOGICAL TISSUE
14/451268 (MASCER.311C2)	08/04/2014	APPARATUS AND METHOD FOR CREATING A STABLE OPTICAL INTERFACE
PCT/US2007/006666 (MASCER.311VPC)	03/16/2007	SYSTEM AND METHOD FOR CREATING A STABLE OPTICAL INTERFACE
14/280294 (MASCER.312C1)	05/16/2014	MULTISPOT MONITORING FOR USE IN OPTICAL COHERENCE TOMOGRAPHY
PCT/US2009/035995 (MASCER.312VPC)	03/04/2009	METHODS AND SYSTEMS FOR ANALYTE LEVEL ESTIMATION IN OPTICAL COHERENCE TOMOGRAPHY
14/711610 (MASCER.313C2)	05/13/2015	FLOWOMETRY IN OPTICAL COHERENCE TOMOGRAPHY FOR ANALYTE LEVEL ESTIMATION
14/746446 (MASCER.317C1)	06/22/2015	PATIENT MONITOR FOR MONITORING MICROCIRCULATION
60/485761 (MASCER.308PR)	07/09/2003	METHOD AND APPARATUS FOR BRAIN OXIMETRY
60/540082 (MASCER.309PR)	01/29/2004	OCT BASED METHOD FOR DIAGNOSIS AND THERAPY
60/686721 (MASCER.310PR1)	06/02/2005	METHOD FOR NONINVASIVELY MEASURING BLOOD GLUCOSE
60/671285 (MASCER.310PR2)	04/14/2005	METHOD FOR DATA REDUCTION AND CALIBRATION OF AN OCT-BASED BLOOD GLUCOSE MONITOR
60/671007 (MASCER.310PR3)	04/13/2005	METHOD FOR DATA REDUCTION AND CALIBRATION OF AN OCT-BASED BLOOD GLUCOSE MONITOR
61/033584 (MASCER.312PR)	03/04/2008	MULTIPLE SPOT MONITORING FOR USE IN OPTICAL COHERENCE TOMOGRAPHY
61/068058 (MASCER.313PR)	03/04/2008	FLOWOMETRY IN OPTICAL COHERENCE TOMOGRAPHY FOR ANALYTE LEVEL ESTIMATION
61/446969 (MASCER.317PR)	02/25/2011	PATIENT MONITOR FOR MONITORING MICROCIRCULATION

WHEREAS, Masimo Corporation, a Delaware corporation having offices at 52 Discovery, Irvine, CA 92618 (hereinafter "ASSIGNEE") has purchased and desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications, various details of the purchase are found in the "*Patent Transfer and Licensing Agreement*" dated July 6, 2015, between ASSIGNEE and Cercacor Laboratories Inc., the parent company of GLT Acquisition Corporation;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for letters patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States (collectively "Patent Portfolio"); and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all letters patents for said improvements and all letters patents resulting from the Patents and Patent Applications and the Patent Portfolio to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR has sold, assigned, transferred and conveyed and does 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 the Letters Patents before or after issuance.

ASSIGNOR hereby covenants and agrees that it will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Portfolio in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9<sup>th</sup> day of November, 2016.

**Assignor (Conveying Party)**

GLT Acquisition Corp.  
40 Parker  
Irvine, CA 92618

By:

Abraham Kiani

Name: Abraham Kiani

Title: \_\_\_\_\_

Date: 11/9/2016

**Assignee (Receiving Party)**

Masimo Corporation  
52 Discovery  
Irvine, CA 92618

By:

Thomas McClenahan

Name: Thomas McClenahan

Title: Executive Vice President and  
General Counsel

Date: 11/9/16

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

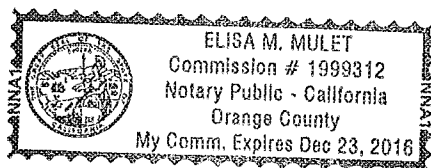
STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On 09 NOV 2016, before me, ELISA M. MULET, notary public, personally appeared **Abraham 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]



*Elisa M. Mulet*  
Notary Signature

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

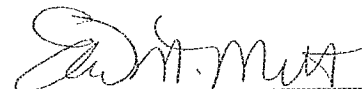
STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On 09 NOV 2016, before me, ELISA M. MULET, notary public, personally appeared **Thomas McClenahan** 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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