#### 505105268 09/21/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5152027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SIMON MARK CHAVE JONES	09/14/2018
NICHOLAS DUNKLEY HUTCHINSON	09/14/2018

#### **RECEIVING PARTY DATA**

Name:	OXEHEALTH LIMITED
Street Address:	THE SADLER BUILDING
Internal Address:	OXFORD SCIENCE PARK, OXFORDSHIRE
City:	OXFORD
State/Country:	UNITED KINGDOM
Postal Code:	OX4 4GE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16071570

#### CORRESPONDENCE DATA

Fax Number: (248)641-0270

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.

Phone: 248-641-1600

Email: troymailroom@hdp.com, mcparrish@hdp.com

HARNESS, DICKEY & PIERCE, P.L.C. **Correspondent Name:** 

Address Line 1: P.O. BOX 828

Address Line 4: BLOOMFIELD HILLS, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	3711-000290-US-NP
NAME OF SUBMITTER:	MEGAN PARRISH
SIGNATURE:	/Megan Parrish/
DATE SIGNED:	09/21/2018

### **Total Attachments: 4**

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> **PATENT** REEL: 046934 FRAME: 0972

505105268

#### **ASSIGNMENT**

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

#### METHOD AND APPARATUS FOR ESTIMATING BREATHING RATE

vhich Ass	ignor is	about to make or has made United States or International application for patent
(a)		executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration);
(b)		executed on, or
(c)		filed on <u>January 19, 2017</u> , and assigned Serial No or PCT International Application No. <u>PCT/GB2017/050128</u> ; and

WHEREAS, OXEHEALTH LIMITED, The Sadler Building, Oxford Science Park, OXFORD, OXFORDSHIRE, OX4 4GE United Kingdom, hereinalter referred to as Assignee, is desirous of acquiring all right, title, and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged. Assignor hereby confirms any prior assignment to Assignee, and to the extent that Assignor has not already done so, agrees to assign, and hereby does, self, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, little and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid application, to the aforesaid application itself, and all divisions, continuations continuations-in-part, or other applications claiming priority directly or indirectly from the aforesaid application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aforesaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights.

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of defending the validity of or protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee and its successors in interest without further or other compensation than that above sel forth.

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment. Assignor further covenants not to challenge, or assist or participate in any third party challenge to, the assigned inventions, or any patent application or patent thereon, whether by litigation, post grant review, inter partes review, covered business method review, reexamination, or otherwise.

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

PATENT REEL: 046934 FRAME: 0973

### Attorney Docket No. 3711-000290-US-NP

The undersigned hereby grant(s) the law firm of Harness, Dickey & Pierce, P.L.C. the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

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Simon Mark Chave JONES  Sold 14, 2018	Witness 50 14 2018
Dateb	Witness
Nicholas Dunkley HUTCHINSON	Witness
Dated	Witness

PATENT REEL: 046934 FRAME: 0974

#### **ASSIGNMENT**

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

#### METHOD AND APPARATUS FOR ESTIMATING BREATHING RATE

for which Ass	ignor is :	about to make or has made United States or International application for patent
(a)		executed on even date preparatory to filling (each inventor should sign this Assignment on the same day as he/she signs the Declaration):
(b)		executed onor
(c)		filed on <u>January 19, 2017</u> , and assigned Serial No or PCT International Application No. <u>PCT/GB2017/050128</u> ; and

WHEREAS, OXEHEALTH LIMITED, The Sadler Building, Oxford Science Park, OXFORD, OXFORDSHIRE, OX4 4GE United Kingdom, hereinafter referred to as Assignee, is desirous of acquiring all right, title, and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor hereby confirms any prior assignment to Assignee, and to the extent that Assignor has not already done so, agrees to assign, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid application, to the aforesaid application itself, and all divisions, continuations, continuations-in-part, or other applications claiming priority directly or indirectly from the aforesaid application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aloresaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights.

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of defending the validity of or protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee and its successors in interest without further or other compensation than that above set forth.

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment. Assignor further covenants not to challenge, or assist or participate in any third party challenge to, the assigned inventions, or any patent application or patent thereon, whether by litigation, post grant review, inter partes review, covered business method review, reexamination, or otherwise.

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

PATENT REEL: 046934 FRAME: 0975

# Attorney Docket No. 3711-000290-US-NP

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Simon Mark Chave JONES	Witness
Dated	Witness
N₃ н≠С Nicholas Dunkley HUTCHINSON	Witness
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PATENT REEL: 046934 FRAME: 0976

**RECORDED: 09/21/2018**