505289839 01/22/2019

EPAS ID: PAT5336615

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GREGORY J. RAUSCH	01/02/2019
HUGH FERGUSON	01/02/2019
DAVID LEE LEMKE	01/02/2019

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:	15515536

CORRESPONDENCE DATA

Fax Number:

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.

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:	2898.089US1	
NAME OF SUBMITTER:	CHERYL BREYFOGLE	
SIGNATURE:	/Cheryl Breyfogle/	
DATE SIGNED:	01/22/2019	

Total Attachments: 6

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RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office Atty Ref/Docket No.: 2898.089US1 To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Nonin Medical, Inc. Gregory J. Rausch, Hugh Ferguson, David Lee Lemke Street Address: 13700 1st Avenue North Additional name(s) of conveying party(ies) attached? City: <u>Plymouth</u> State: <u>MN</u> Zip Country: <u>United States of America</u> Zip: <u>55441</u> []Yes [X]No Additional name(s) & address(es) attached? []Yes [X]No 3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 2, 2019, January 2, 2019, January 2, 2019 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) B. Patent No.(s) Serial No. 15/515,536 Additional numbers attached? []Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ 0.00 Name: David W. Black []Enclosed []Authorized to be charged to deposit account 19-Address: 0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 Please charge any additional fees or credit any over Minneapolis, Minnesota 55402 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE 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. Name of Person Signing Total number of pages including cover sheet: 6 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

ASSIGNMENT

WHEREAS, Gregory J. Rausch, Hugh Ferguson and David Lee Lemke (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention"); as described in the patent application filed on March 29, 2017, assigned U.S. application number 15/515,536, and titled INTERRUPT DETECTION FOR PHYSIOLOGICAL SENSOR; and as described in a patent application filed on September 29, 2015 assigned PCT application number PCT/US2015/052801, and titled INTERRUPT DETECTION FOR PHYSIOLOGICAL SENSOR; and as described in a provisional patent application filed on September 29, 2014 assigned United States application serial number 62/057,068, and titled INTERRUPT DETECTION FOR PHYSIOLOGICAL SENSOR.

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.

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:

Assign	ment
4 20 76 22	222 6 77 6

Assignors: Gregory J. Rausch et al.
Title: INTERRUPT DETECTION FOR PHYSIOLOGICAL SENSOR

Page 3 of 5

Docket No: 2898,089US1

Assignor:

(Signature):

Name: Gregory J. Rausch

City/State: Minnetonka, MN

Date:

1/2/19

Assignment

Assignors: Gregory J. Rausch et al.
Tide: INTERRUPT DETECTION FOR PHYSIOLOGICAL SENSOR

Assignor:

(Signature):

Name: Hugh Ferguson

City/State: <u>Blainé, MN</u>

Coon Rapids Off 01/02/19

January 2, 2019

Date:

PATENT

REEL: 048093 FRAME: 0140

Docket No: 2898,089US1

Assignment	
Assignors: Gregory J. Rausch et al.	
Title: INTERRUPT DETECTION FO	OR PHYSIOLOGICAL SENSOR
Page 5 of 5	·

Docket No: 2898,089US1

Assignor:

(Signature):

Name: <u>David Lee Lemke</u>

City/State: Victoria, MN

Date:

PATENT REEL: 048093 FRAME: 0141

RECORDED: 01/22/2019