

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5388393

|   |  |
|---|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                               |
| <b>CONVEYING PARTY DATA</b>   |  |
| <b>Name</b>   | <b>Execution Date</b>                    |
| Peter John Sweeney  | 06/26/2009                               |
| Adam Vivian Benjafield  | 06/18/2009                               |
| Steven Paul Farrugia  | 02/18/2009                               |
| Dieter Heidmann   | 07/08/2009                               |
| Glenn Richards  | 07/15/2009                               |
| Paul Jan Klasek   | 06/28/2009                               |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | RESMED LIMITED                           |
| <b>Street Address:</b>  | 1 ELIZABETH MACARTHUR DRIVE BELLA VISTA, |
| <b>City:</b>  | NEW SOUTH WALES                          |
| <b>State/Country:</b>   | AUSTRALIA                                |
| <b>Postal Code:</b>   | 2153                                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                            |
| Application Number:   | 16258176                                 |
| Application Number:   | 16259743                                 |
| <b>CORRESPONDENCE DATA</b>  |  |
| <b>Fax Number:</b>  | (877)769-7945                            |
| <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>   | +1 (612) 766-2066                        |
| <b>Email:</b>   | apsi@fr.com, lstewart@fr.com             |
| <b>Correspondent Name:</b>  | CHRISTOPHER C. HOFF                      |
| <b>Address Line 1:</b>  | FISH & RICHARDSON P.C.                   |
| <b>Address Line 2:</b>  | P.O.BOX 1022                             |
| <b>Address Line 4:</b>  | MINNEAPOLIS, MINNESOTA 55440-1022        |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 47570-0021001                            |
| <b>NAME OF SUBMITTER:</b>   | LORI L. STEWART                          |
| <b>SIGNATURE:</b>   | /Lori L. Stewart/                        |
| <b>DATE SIGNED:</b>   | 02/22/2019                               |

PATENT

**Total Attachments: 5**

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

**CONFIRMATION OF ASSIGNMENT - PCT**  
**Inventors to ResMed Limited**

WHEREAS, we, Peter John SWEENEY, Adam Vivian BENJAFIELD, Steven Paul FARRUGIA, Dieter HEIDMANN and Paul Jan KLASEK have made a certain new and useful invention relating to TREATMENT OF RESPIRATORY CONDITIONS, for which application has been made under the Patent Cooperation Treaty (PCT) which application may be identified as International Patent Application No. PCT/AU2009/000671, filed on May 28, 2009, titled TREATMENT OF RESPIRATORY CONDITIONS; and

WHEREAS, we have agreed to transfer to ResMed the partial right, title and interest in and to the Invention which we may own (herein referred to as the "Inventive Subject-Matter"); and


WHEREAS, ResMed Limited, ABN 30 003 765 142 an Australian company (herein referred to as ResMed), whose postal address is 1 Elizabeth Macarthur Drive, Bella Vista, New South Wales 2153, AUSTRALIA, is desirous of acquiring the entire right, title and interest in and to said Inventive Subject-Matter, said application, or any national and regional applications corresponding thereto, any continuation or divisional application, renewal, or substitute thereof, and any Letters Patent, and any reissue or re-examination thereof, to be obtained anywhere in the world therefor;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars Australian (A\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we hereby confirm that we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said ResMed, and ResMed's legal representatives, successors and assigns, the entire right, title and interest in and to said Inventive Subject-Matter, said application, or any national and regional applications corresponding thereto, any continuation or divisional application, renewal, or substitute thereof, and any Letters Patent, and any reissue or re-examination thereof, to be obtained anywhere in the world, and we do hereby authorize and request the respective U.S. Commissioner of Patents and Foreign Commissioner of Patents to issue said Letters Patent and any reissue or re-examination thereof to be obtained anywhere in the world to the above-mentioned ResMed, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, we hereby covenant and agree with ResMed that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the

expense of ResMed, execute such additional assignments and other writings and do such additional acts as ResMed may deem necessary or desirable to perfect ResMed's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation or divisional applications, renewal, reissued or extended Letters Patent anywhere in the world, on said Inventive Subject-Matter, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties.

IN WITNESS WHEREOF, we have hereunto set our hands on the date indicated below.

  
Peter John SWEENEY

26 JUNE 2009  
Date Signed

AMcGilvray  
Witness  
Name: ADRIENNE MCGILVERAY

  
Adam Vivian BENJAFIELD

18 JUN 2009  
Date Signed

AMcGilvray  
Witness  
Name: ADRIENNE MCGILVERAY

  
Steven Paul FARRUGIA

18/6/09.  
Date Signed

A McGilvray  
Witness  
Name: ADRIENNE MCGILVERAY

  
Dieter HEIDMANN

8/7/09  
Date Signed

AMcGilvray  
Witness  
Name: ADRIENNE MCGILVERAY

  
Paul Jan KLASEK

23 6 09  
Date Signed

AMcGilvray  
Witness  
Name: ADRIENNE MCGILVERAY

For and on behalf of  
**RESMED LIMITED**

By: *Robert Cooper*

Title: *Director*

Date: *13<sup>th</sup> July 2009*

**CONFIRMATION OF ASSIGNMENT - PCT**  
**Inventor to ResMed Limited**

WHEREAS, I, Glenn RICHARDS have made a certain new and useful invention relating to TREATMENT OF RESPIRATORY CONDITIONS, for which application has been made under the Patent Cooperation Treaty (PCT) which application may be identified as International Patent Application No. PCT/AU2009/000671, filed on May 28, 2009, titled TREATMENT OF RESPIRATORY CONDITIONS; and

WHEREAS, I have agreed to transfer to ResMed the partial right, title and interest in and to the Invention which we may own (herein referred to as the "Inventive Subject-Matter"); and

WHEREAS, ResMed Limited, ABN 30 003 765 142 an Australian company (herein referred to as ResMed), whose postal address is 1 Elizabeth Macarthur Drive, Bella Vista, New South Wales 2153, AUSTRALIA, is desirous of acquiring the entire right, title and interest in and to said Inventive Subject-Matter, said application, or any national and regional applications corresponding thereto, any continuation or divisional application, renewal, or substitute thereof, and any Letters Patent, and any reissue or re-examination thereof, to be obtained anywhere in the world therefor.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars Australian (A\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby confirm that we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said ResMed, and ResMed's legal representatives, successors and assigns, the entire right, title and interest in and to said Inventive Subject-Matter, said application, or any national and regional applications corresponding thereto, any continuation or divisional application, renewal, or substitute thereof, and any Letters Patent, and any reissue or re-examination thereof, to be obtained anywhere in the world, and I do hereby authorize and request the respective U.S. Commissioner of Patents and Foreign Commissioner of Patents to issue said Letters Patent and any reissue or re-examination thereof to be obtained anywhere in the world to the above-mentioned ResMed, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, I hereby covenant and agree with ResMed that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will, at any time upon request, without further or additional consideration, but at the expense of ResMed, execute such additional assignments and other writings and do such additional

acts as ResMed may deem necessary or desirable to perfect ResMed's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation or divisional applications, renewal, reissued or extended Letters Patent anywhere in the world, on said Inventive Subject-Matter, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties.

IN WITNESS WHEREOF, we have hereunto set our hands on the date indicated below.

*Glenn Richards*  
Glenn RICHARDS

15.7.09  
Date Signed

*AM Gilvery*  
Witness

Name: ALEXIENNE M<sup>C</sup>GILVERY

For and on behalf of  
RESMED LIMITED

By: *Robert Cooper*

Title: *Director*

Date: *27<sup>th</sup> July 2009*