

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5762877

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CERCACOR LABORATORIES, INC.	07/29/2019
<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>	16544713	
<b>Application Number:</b>	16544755	
<b>Application Number:</b>	16594980	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(949)760-9502	
<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>	MASCER.002C13 / C14 / C15	
<b>NAME OF SUBMITTER:</b>	SCOTT CROMAR	
<b>SIGNATURE:</b>	/Scott Cromar/	
<b>DATE SIGNED:</b>	10/09/2019	
<b>Total Attachments: 2</b>		
source=Executed Confirmation of Assignment (Cercacor to Masimo)#page1.tif		
source=Executed Confirmation of Assignment (Cercacor to Masimo)#page2.tif		

Application Nos.: 16/212440  
16/212537  
Filing Date: December 6, 2018

**PATENT**  
Client Codes: MASCER.002C3  
MASCER.002C4  
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### CONFIRMATION OF ASSIGNMENT

WHEREAS, **Cercacor Laboratories, Inc.**, a Delaware corporation having offices at 40 Parker, Irvine, California 92618 (hereinafter "ASSIGNOR"), has agreed to assign all right, title, and interest as ASSIGNOR may possess in and to certain new and useful improvements for which at least the following United States applications for Letters Patents in the United States have been filed (hereinafter "the Patent Applications"):

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
16/212440	December 6, 2018	MULTI-STREAM DATA COLLECTION SYSTEM FOR NONINVASIVE MEASUREMENT OF BLOOD CONSTITUENTS
16/212537	December 6, 2018	MULTI-STREAM DATA COLLECTION SYSTEM FOR NONINVASIVE MEASUREMENT OF BLOOD CONSTITUENTS

WHEREAS, **Masimo Corporation**, a Delaware corporation having offices at 52 Discovery, Irvine, California 92618 (hereinafter "ASSIGNEE") has purchased the entire right, title, and interest in and to the inventions disclosed in the Patent Applications in a previous agreement between ASSIGNOR and ASSIGNEE and desires to confirm such purchase;

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 and confirms that it has sold, assigned, and transferred, and by these presents, to the extent not previously assigned, 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 Patent Applications and all Patents that may be granted thereon, including:

- all provisional applications relating thereto;
- all nonprovisional applications claiming priority thereto and/or priority to the aforementioned provisional(s), including all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof;
- all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof; and
- all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof.

ASSIGNOR does hereby authorize and request 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 Patent for said improvements and all Letters Patents resulting from the Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising

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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 said Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Applications, 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 Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of July, 2019.

**Assignor**

Cercacor Laboratories, Inc.

By:   
Name: Gerry Hammarth  
Title: Chief Financial Officer  
Date: 7/27/2019

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