

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5901172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL JOHN SMITH	06/28/2017
ANTONY JAMES NEWLAND	06/28/2017
PO-YEN LIU	06/27/2017
STEFAN LEO VAN WORKUM	08/26/2017
IVAN CHIH-FAN TENG	06/28/2017
RECEIVING PARTY DATA	
Name:	FISHER & PAYKEL HEALTHCARE LIMITED
Street Address:	15 MAURICE PAYKEL PLACE
Internal Address:	EAST TAMAKI
City:	AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	2013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16070516
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET, 14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	FPHCR.604NP
NAME OF SUBMITTER:	XIAOYAN WANG
SIGNATURE:	/Xiaoyan Wang/
DATE SIGNED:	01/08/2020
Total Attachments: 6	

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source=FPHCR604NP_Declaration_Assignment#page6.tif

DEED OF ASSIGNMENT OF PATENT RIGHTS

PARTIES

1. Daniel John SMITH, a citizen of New Zealand, a resident of New Zealand,
2. Anthony James NEWLAND, a citizen of New Zealand, a resident of New Zealand,
3. Po-Yen LIU, a citizen of Taiwan and New Zealand, a resident of New Zealand,
4. Stefan Leo VAN WORKUM, a citizen of Netherlands and New Zealand, a resident of Netherlands,
5. Ivan Chih-Fan TENG, a citizen of New Zealand, a resident of New Zealand.
(together: The Assignor)

6. Fisher & Paykel Healthcare Limited, a New Zealand company, of 15 Maurice Paykel Place, East Tamaki, Auckland 2013, New Zealand (Assignee)

INTRODUCTION

1. The Assignor has agreed to assign the Patent Rights to the Assignee upon the terms set out in this deed.
2. The Assignor has agreed to make a declaration for the purposes of any US national stage application under 35 U.S.C.

AGREED THAT:

1. DEFINITIONS

- 1.1. In this deed (including the Introduction), unless the context requires otherwise:

Effective Date means the date that this deed is last signed.

Encumbrance means any lien, mortgage, charge, encumbrance, security interest or other similar interest.

Patent Application means international patent application no. PCT/NZ2017/050003 having an international filing date of 16 January 2017.

Patent Rights means all rights in, to and deriving from the Patent Application, including:

- (a) the rights to apply for, and obtain grant of, patents (or similar forms of protection such as utility models, innovation patents and design patents) relating thereto in all countries or regions of the world, including the rights:

(i) to make national/regional phase patent applications under the Patent Cooperation Treaty; and

(ii) to claim priority for any such application under any international convention or agreement from any application for patents (or similar forms of protection such as utility models, innovation patents and design patents), whether filed before, upon or after the Effective Date, including all divisions, continuations, continuations-in-part, reissues and re-examinations thereof, and including any provisional or non-provisional applications and any utility models, innovation patents and design patents; and

- (b) the rights conferred by any protection derived from any applications referred to in (a) above or consequent grants from such applications including all Rights of Action.

Rights of Action means any rights (whether in the name of the Assignor or Assignee) to bring or defend any claim or proceedings in relation to the Patent Rights, including any such rights which may have accrued before the signing of this deed.

COVENANTS

- 1.2. **Assignment.** With effect on and from the Effective Date and in consideration of the payment by the Assignee of the sum of \$1 as included in the employment salary paid by the Assignee to the Assignor in accordance with the terms of employment between the Assignor and the Assignee, and other good and valuable consideration (the receipt and sufficiency of which the Assignor acknowledges), the Assignor assigns to the Assignee all of the Assignor's right, title and interest in and to the Patent Rights.
- 1.3. **Further Assurances.** Upon request and at the Assignee's cost, the Assignor will execute all documents and perform any other acts that may be necessary or desirable to:
- (a) record, perfect or confirm the Assignee's ownership of the Patent Rights; and
 - (b) otherwise give effect to the intent of this deed.

2. DECLARATION

- 3.1. This Declaration is directed to any U.S. national stage application under 35 U.S.C. § 371 of the Patent Application identified above, and any divisions, continuations, continuations-in-part, reissues and reexaminations thereof, and is made under Regulations 4.17(iv) and 51bis.1(a)(iv) of the Patent Cooperation Treaty for the purposes of the designation of the United States of America.
- 3.2. As a named inventor, I declare that:
- (a) The above-identified Patent Application was made or authorized to be made by me.
 - (b) I believe that I am the original inventor or an original joint inventor of a claimed invention in the Patent Application.
 - (c) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 USC 1001 by fine or imprisonment of not more than five (5) years, or both.
 - (d) I have reviewed and understand the contents of the above-identified Patent Application.
 - (e) I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

3. WARRANTIES

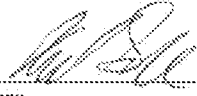
- 3.1. **Assignor's Warranties.** The Assignor warrants that:
- (a) the Assignor has the legal right and authority, and has taken all necessary actions, to enter into and perform its obligations under this deed; and
 - (b) to the best of the Assignor's knowledge, the Patent Rights are assigned to the Assignee free from any Encumbrances.

4. GENERAL

- 4.1. **Law and Jurisdiction.** This deed is governed by, and construed in accordance with, the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the New Zealand courts in connection with this deed.

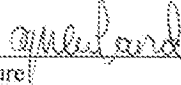
SIGNATURES

SIGNED AS A DEED by Daniel John SMITH,
in the presence of:


Signature
 Dan Smith
Name
 28 June 2017
Date

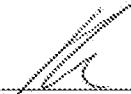
 M M VELLERS
Witness Signature
 MARTINA M VELLERS
Witness Name
 PERSONAL ASSISTANT
Witness Occupation
 15 MAURICE MAURELAKES
 EAST TAMAKI, AUCKLAND
Witness Address

**SIGNED AS A DEED by Anthony James
NEWLAND in the presence of:**


Signature
 ANTHONY NEWLAND
Name
 28 JUNE '17
Date

 M M VELLERS
Witness Signature
 MARTINA M VELLERS
Witness Name
 PERSONAL ASSISTANT
Witness Occupation
 15 MAURICE MAURELAKES
 EAST TAMAKI, AUCKLAND
Witness Address

SIGNED AS A DEED by Po-Yen LIU in the presence of:


Signature

Po-Yen Liu
Name

27 JUNE 2017
Date

Mell Welles
Witness Signature

MARTINA NUELLELS
Witness Name

PERSONAL ASSISTANT
Witness Occupation
15 MAJRIE PAVEL PACE,
EAST TAMAKI, AUCKLAND.
Witness Address

SIGNED AS A DEED by Stefan Leo VAN WORKUM in the presence of:

Signature

Name

Date

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED AS A DEED by Po-Yan LIU in the presence of:

Signature

Name

Date

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED AS A DEED by Stefan Leo VAN WOLFF in the presence of:

Signature

STEFAN LEO VAN WOLFF

Name

26-AUG-2017

Date

Witness Signature

Lellan Gordon

Witness Name

Engineer

Witness Occupation

628 Forest St. Madantone, Auckland

Witness Address

SIGNED AS A DEED by Ivan Chih-Fan TENG in the presence of:

Ivan Teng
Signature

IVAN TENG
Name

28 June 2017
Date

Muellers
Witness Signature

MARTINA MUELLERS
Witness Name

PERSONAL ASSISTANT
Witness Occupation

15 MAURICE PARKER PLACE,
EAST TARAHI, AUCKLAND
Witness Address

SIGNED AS A DEED for and on behalf of Fisher & Paykel Healthcare Limited in the presence of:

[Signature]
Signature

Jon Harwood, General Manager IP

11 SEPT 2017
Date

Muellers
Witness Signature

MARTINA MUELLERS
Witness Name

PERSONAL ASSISTANT
Witness Occupation

15 MAURICE PARKER PLACE,
EAST TARAHI, AUCKLAND
Witness Address