

## PATENT ASSIGNMENT COVER SHEET

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|   |                                      |                       |
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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                           |                       |
| <b>CONVEYING PARTY DATA</b>   |                                      |                       |
|   | <b>Name</b>                          | <b>Execution Date</b> |
|   | NICHOLAS ANDREW EARL                 | 10/27/2009            |
| <b>RECEIVING PARTY DATA</b>   |                                      |                       |
| <b>Name:</b>  | ResMed Limited                       |                       |
| <b>Street Address:</b>  | 1 Elizabeth Macarthur Drive          |                       |
| <b>City:</b>  | Bella Vista, New South Wales         |                       |
| <b>State/Country:</b>   | AUSTRALIA                            |                       |
| <b>Postal Code:</b>   | 2153                                 |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                      |                       |
|   | <b>Property Type</b>                 | <b>Number</b>         |
|   | Application Number:                  | 17321616              |
| <b>CORRESPONDENCE DATA</b>  |                                      |                       |
| <b>Fax Number:</b>  | (703)816-4100                        |                       |
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| <b>Correspondent Name:</b>  | PAUL T. BOWEN/NIXON & VANDERHYE P.C. |                       |
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| <b>ATTORNEY DOCKET NUMBER:</b>  | PTB-4398-1954                        |                       |
| <b>NAME OF SUBMITTER:</b>   | PAUL T. BOWEN                        |                       |
| <b>SIGNATURE:</b>   | /Paul T. Bowen/                      |                       |
| <b>DATE SIGNED:</b>   | 05/17/2021                           |                       |
| <b>Total Attachments: 2</b>   |                                      |                       |
| source=4398-1954 Earl Assignment#page1.tif  |                                      |                       |
| source=4398-1954 Earl Assignment#page2.tif  |                                      |                       |

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

WHEREAS, I, Nicholas Andrew EARL have made a certain new and useful invention relating to HUMIDIFICATION OF RESPIRATORY GASES, for which application has been made under the Patent Cooperation Treaty (PCT) which application may be identified as International Patent Application No. PCT/AU2009/001232, filed on September 17, 2009, titled HUMIDIFICATION OF RESPIRATORY GASES; 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.

  
Nicholas Andrew EARL

27/10/2009  
Date Signed

  
Witness

Name: Rebecca Wilkins

For and on behalf of  
RESMED LIMITED

By: 

Title: Director

Date: 11th November 2009