

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| STEPHEN SCRUGGS | 05/14/2021 |
| RECEIVING PARTY DATA | |
| Name: | MASIMO CORPORATION |
| Street Address: | 52 DISCOVERY |
| City: | IRVINE |
| State/Country: | CALIFORNIA |
| Postal Code: | 92618 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 17148303 |
| 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> | |
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| ATTORNEY DOCKET NUMBER: | MAS.1289A |
| NAME OF SUBMITTER: | SPENCER CARTER |
| SIGNATURE: | /Spencer Carter/ |
| DATE SIGNED: | 06/22/2021 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 2 | |
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| source=Assignment (Scruggs) - MAS.1289A#page2.tif | |

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))*Application Data Sheet filed previously or concurrently*

Docket No.: MAS.1289A

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Application No.: 17/148,303; Filed: January 13, 2021

Title: WEARABLE DEVICE WITH PHYSIOLOGICAL PARAMETERS MONITORING

Inventor: Stephen Scruggs

Inventor Declaration

This Declaration is directed to the above-identified U.S. application and incorporating any amendments made thereto prior to the signature date of this Declaration.

As a named inventor, I declare that:

- The above-identified application was made or authorized to be made by me.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.
- 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.
- I have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment.
- I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

Inventor Assignment

WHEREAS, **above-identified inventor** (individual hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental designs, or discoveries related to **WEARABLE DEVICE WITH PHYSIOLOGICAL PARAMETERS MONITORING** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed with the United States Patent and Trademark Office (hereinafter the "Application"), and ASSIGNOR desires to assign or confirm assignment of the Work and the Application to the below identified Assignee.

AND WHEREAS, **Masimo Corporation**, with its principal place of business at 52 Discovery, Irvine, California 92618 (hereinafter the "ASSIGNEE"), desires to acquire or confirm ownership of the entire right, title, and interest in and to the Application and the Work.

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in and to the Application and the Work, including:

- all provisional applications relating to the Work and the Application (including U.S. Provisional Application Nos. 62/960,610, filed January 13, 2020; 62/984,243, filed March 2, 2020; and 63/023,156, filed May 11, 2020);
- all nonprovisional applications claiming priority to aforementioned provisionals and/or the Application, including all divisions, continuations, continuations-in-part thereof;
- all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations, 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 hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives, and assigns.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue

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Inventor: Stephen Scruggs

hereafter, including the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will: communicate to said ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Work; testify in any legal proceeding; assist in the preparation of any other Patent Property relating to the Application and the Work or any improvements made thereto; sign/execute all lawful papers; authorize the filing of, execute, and make all rightful oaths and/or declarations in connection with the Application and the Work, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications; and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of Inventor: Stephen ScruggsIN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14 day of May, 2021.Signature: Stephen Scruggs*Signature before a Notary is desirable but not required.*

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Orange } ss.

On 5/14/2021, before me, Arianne Wilhite Rice, notary public, personally appeared Stephen Scruggs who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Arianne Wilhite Rice
Notary Signature

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