

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI85327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kevin Hughes Pauley	05/14/2009
Gerry Hammarth	01/12/2023
Gregory A. Olsen	01/12/2023
RECEIVING PARTY DATA	
Company Name:	Cercacor Laboratories, Inc.
Street Address:	15750 Alton Parkway
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17062418
CORRESPONDENCE DATA	
Fax Number:	9497609502
<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,haejin.chang@knobbe.com
Correspondent Name:	Docketing Department
Address Line 1:	2040 Main Street
Address Line 2:	14th Floor
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	CERCA.143A
NAME OF SUBMITTER:	Haejin Chang
SIGNATURE:	Haejin Chang
DATE SIGNED:	03/11/2024
Total Attachments: 9	
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PATENT

REEL: 066719 FRAME: 0534

MASIMO LABS EMPLOYEE CONFIDENTIALITY AGREEMENT
(United States)

As an employee of Masimo Laboratories, a Delaware corporation ("Masimo Labs") and in consideration of the compensation and benefits from my employment, I agree as follows:

REDACTED

6. I agree that the fruits and products of my labor as a Masimo Labs employee shall belong solely to Masimo Labs.

7. I agree to assign and hereby assign to Masimo Labs all rights that I may have to any inventions, works of authorship, developments, improvements, or trade secrets that I may develop during the course of my employment, except for inventions which I am allowed to retain under California Labor Code section 2870, a copy of which is attached to this Agreement as Exhibit B.

8. I agree that all works of authorship to which I contribute during my employment shall be considered "works made for hire" and shall be the sole property of Masimo Labs.

9. I will keep adequate records of all inventions and works of authorship to which I contribute during my employment, and will make such records available to Masimo Labs on request.

10. I will cooperate with Masimo Labs and do whatever is necessary or appropriate to obtain patents, copyrights, or other legal protection on projects to which I contribute, and, if I am incapacitated for any reason from doing so, I hereby authorize Masimo Labs to act as my agent and to take whatever action is needed on my part to carry out this Agreement.

REDACTED

REDACTED

22. This Agreement is binding on my successors and assigns, and will benefit the successors and assigns of Masimo Labs.

23. This Agreement represents my entire agreement with Masimo Labs with respect to the subject matter herein and in particular with respect to confidential, proprietary and trade secret information and materials and intellectual property rights, superseding any previous oral or written understandings or agreements with Masimo Labs or any of its officers. This Agreement may be amended or modified only in writing signed by all the parties hereto.

MASIMO LABS

By: *Kamila*

Name: KAMILA MALEJOWSKA

Title: Office Manager

Signature: *Kevin Parkey*

Name: Kevin Parkey

Date: 5/14/09

PATENT

REEL: 066719 FRAME: 0536

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: CERCA.143A

Page 1 of 3

Application No. 17/062,418; Filed: October 2, 2020

Title: PERSONALIZED HEALTH COACHING SYSTEM

Inventor: Gerry Hammarth

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 **PERSONALIZED HEALTH COACHING SYSTEM** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed or prepared for filing 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, **Cercacor Laboratories, Inc.**, with its principal place of business at **15750 Alton Parkway, 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 but not limited to U.S. Provisional Application No(s). **62/910205** and **63/007232**, filed **October 3, 2019** and **April 8, 2020** (respectively if plural applications));
- all nonprovisional applications claiming priority to aforementioned provisional 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

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: CERCA.143A

Page 3 of 3

Application No. 17/062,418; Filed: October 2, 2020

Title: PERSONALIZED HEALTH COACHING SYSTEM

Inventor: Gerry Hammarth

Legal Name of Inventor: Gerry Hammarth

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12th day of January, 2023.

Signature: _____

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 1-12-2023, before me, _____, notary public, personally appeared * 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.

[SEAL]

Notary Signature

35194357

Acknowledgment attached by notary public:  PATENT

REEL: 066719 FRAME: 0538

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On 1-12-2023 before me, John C. Nelson, Notary Public

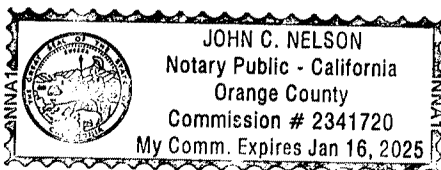
personally appeared Germain E. Hammarth

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.



(Seal)

Signature

A handwritten signature in dark ink, appearing to read 'John C. Nelson', written over a horizontal line.

John C. Nelson

INFORMATION BELOW THIS LINE IS OPTIONAL AND NOT REQUIRED BY LAW

Character or Title of Document: Combined Declaration

Number of Pages: _____, excluding this page in the count.

Other Document notations _____

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: CERCA.143A

Page 1 of 3

Application No. 17/062,418; Filed: October 2, 2020

Title: PERSONALIZED HEALTH COACHING SYSTEM

Inventor: Gregory A. Olsen

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 **PERSONALIZED HEALTH COACHING SYSTEM** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States (identified above) has been filed or prepared for filing 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, **Cercacor Laboratories, Inc.**, with its principal place of business at **15750 Alton Parkway, 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 but not limited to U.S. Provisional Application No(s). **62/910205 and 63/007232**, filed **October 3, 2019 and April 8, 2020** (respectively if plural applications));
- all nonprovisional applications claiming priority to aforementioned provisional 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

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: CERCA.143A

Page 2 of 3

Application No. 17/062,418; **Filed:** October 2, 2020

Title: PERSONALIZED HEALTH COACHING SYSTEM

Inventor: Gregory A. Olsen

- 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 hereafter, including, but not limited to, 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.

COMBINED DECLARATION & ASSIGNMENT (37 CFR 1.63(e))

Application Data Sheet filed previously or concurrently

Docket No.: CERCA.143A

Page 3 of 3

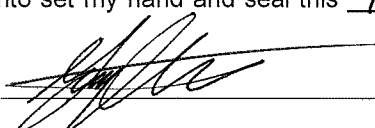
Application No. 17/062,418; Filed: October 2, 2020

Title: PERSONALIZED HEALTH COACHING SYSTEM

Inventor: Gregory A. Olsen

Legal Name of Inventor: Gregory A. Olsen

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12 day of Jan,
2023.

Signature: 

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 _____

} ss.

On _____, before me, _____, notary public, personally
appeared * 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.

Notary Signature

[SEAL]

35194357

Acknowledgment attached by notary public: S **PATENT**
REEL: 066719 FRAME: 0542

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On 1-12-2023 before me, John C. Nelson, Notary Public

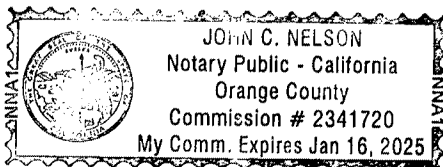
personally appeared Gregory A. Olsen

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.



(Seal)

Signature 

John C. Nelson

INFORMATION BELOW THIS LINE IS OPTIONAL AND NOT REQUIRED BY LAW

Character or Title of Document: _____

Number of Pages: _____, excluding this page in the count.

Other Document notations _____

