

DEED OF ASSIGNMENT OF PATENT RIGHTS

PARTIES

1. **Kieran James HATCHER, 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. **Bhuvan GARG, a citizen of New Zealand**, a resident of New Zealand,
4. **Leo Mckenzie RODGER, a citizen of New Zealand**, a resident of New Zealand,
5. **Thomas James EDWARDS, a citizen of New Zealand**, a resident of New Zealand,
(together: Assignor)
6. **Fisher & Paykel Healthcare Limited**, a company incorporated in New Zealand with NZBN: 9429040555720, and registered offices at 15 Maurice Paykel Place, East Tamaki, Auckland 2013, New Zealand (**Assignee**)

INTRODUCTION

1. The Assignor is a named inventor(s) on the Patent Application.
2. The Assignor has agreed to assign the Patent Rights to the Assignee upon the terms set out in this deed.
3. 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/NZ2023/050040** having an international filing date of **10 April 2023** and Taiwanese patent application no. **112113328** having a filing date of **10 April 2023**.

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.

2. COVENANTS

- 2.1 **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 hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Patent Rights.

- 2.2 **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.

3. 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 re-examinations 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 on the Patent Application, 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 wilful false statement made in this declaration is punishable under 18 U.S.C. 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.

4. WARRANTIES

- 4.1 **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

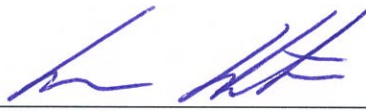
- (b) to the best of the Assignor's knowledge, the Patent Rights are assigned to the Assignee free from any Encumbrances.

5. GENERAL

- 5.1 **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

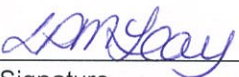
SIGNED AS A DEED by Kieran James
HATCHER in the presence of:



Signature
Kieran Hatcher

Name
06-June-2023

Date



Witness Signature
Louanne McLeay

Witness Name
Administration.

Witness Occupation

15 Maurice Paykel Place, East Tamaki,
Auckland 2013, New Zealand

Witness Address

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

anewland
Signature

ANTHONY JAMES NEWLAND
Name

06 JUN 2023
Date

L McLeay
Witness Signature

Louanne McLeay
Witness Name

Administration
Witness Occupation

15 Maurice Paykel Place, East Tamaki,
Auckland 2013, New Zealand

Witness Address

SIGNED AS A DEED by Bhuvan GARG in the
presence of:



Signature

BHUVAN GARG

Name

06 June 2023

Date



Witness Signature

Louanne McLeay

Witness Name

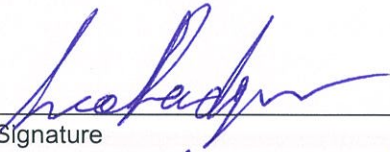
Administration

Witness Occupation

15 Maurice Paykel Place, East Tamaki,
Auckland 2013, New Zealand

Witness Address

**SIGNED AS A DEED by Leo Mckenzie
RODGER** in the presence of:


Signature

Leo McKenzie Rodger
Name

29 May 2023
Date


Witness Signature

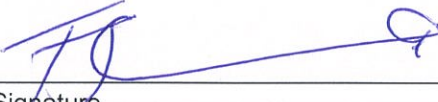
Abhijeet Khotkar
Witness Name

IT Manager
Witness Occupation

15 Maurice Paykel Place, East Tamaki,
Auckland 2013, New Zealand

Witness Address

**SIGNED AS A DEED by Thomas James
EDWARDS** in the presence of:



Signature

THOMAS JAMES EDWARDS

Name

29 May 2023

Date



Witness Signature

Abhijeet Khotkekar

Witness Name

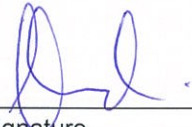
IP Manager

Witness Occupation

15 Maurice Paykel Place, East Tamaki,
Auckland 2013, New Zealand

Witness Address

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



Signature

Jon Harwood, General Manager IP

Name

9 JUNE 2023
Date



Witness Signature

Laurence McLeay

Witness Name

Administrator

Witness Occupation

15 Maurice Paykel Place, East Tamaki,
Auckland 2013, New Zealand

Witness Address