

07-03-2002



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PATENTS ONLY

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TO THE COMMISSIONER

TS

Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:
 JAMES N. SCHMIDT
 Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and Address of Party(ies) receiving an interest:
 Name: TRUDELL MEDICAL INTERNATIONAL
 Internal Address:
 Street Address: 725 THIRD STREET
 City: LONDON
 State/Zip: ONTARIO, CANADA N5V 5G4
 Additional name(s) and addresses attached?
 Yes No

3. Description of the interest conveyed:
 Assignment Change of Name Other:
 Security Agreement Merger
 Execution Date: JUNE 10, 2002

4. Application number(s) or patent number(s). Additional sheet attached? Yes No
 If this document is being filed together with a new application, the execution date of the application is:
 Date
 A. Patent Application No.(s)
 10/139,992
 B. Patent No.(s)
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 BRINKS HOFER GILSON & LIONE
 P.O. BOX 10395
 CHICAGO, IL 60610
 (312)321-4200

6. Number of applications and patents involved: 1
 7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to Deposit Account No. 23-1925
 8. Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
 Andrew D. Stover, Reg. No. 38,629
 Name of Person Signing
 Signature
 Date 6/19/02

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

WHEREAS, James N. Schmidt, hereinafter called the "Assignor", has made the invention described in the United States patent application entitled Mask With Inhalation Valve, for a full description of which reference is here made to a United States provisional application filed on May 8, 2001 and assigned Serial No. 60/289,485 and an application for Letters Patent of the United States filed on May 6, 2002, and assigned Application Serial No. 10/139,992.

WHEREAS, Trudell Medical International, a registered name of an Ontario partnership comprised of Trudell Partnership Holdings Limited and Packard Medical Supply Centre Ltd., having a place of business at 725 Third Street, London, Ontario, Canada N5V 5G4, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent applications identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent applications identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all applications claiming the benefit of, continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent applications identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the

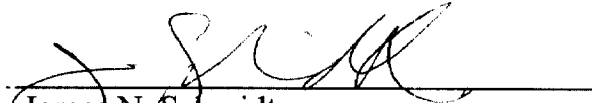
prosecution of any interference which may arise involving said invention, or any such patent applications or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

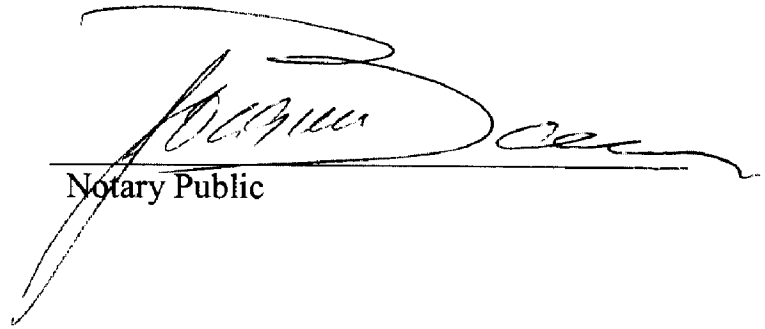
DATED:

JUNE 10, 2002


James N. Schmidt

I, Joaquim Balles, A Notary Public in and for the City of London and Province of Ontario, do hereby certify that James M. Schmidt personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 10th day of June, 2002.



Notary Public