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OMB No. 0651-0011 (exp. 4/94)

To the Hon. Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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| <p>1. Name of conveying party(ies): Lowell Edwin Lingo, Jr. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies): Name: DFI Enterprises, Inc. Address: 230B Callahan Road, Morrisville, N.Y.13408 US Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> other _____ Execution Date: <u>September 3, 2003</u></p> | |

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the filing date of the application is: April 6, 2001

A. Patent Application No.(s) 09/828,085 B. Patent No.(s)

Additional numbers attached? Yes No

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| <p>5. Name and address of the party to whom correspondence concerning document should be mailed: Cheryl H. Agris, Ph.D. Attorney at Law P.O. Box 806 Pelham, N.Y. 10803</p> | <p>6. Total number of applications and patents involved: one</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge to Credit Card-Form 2038 attached (previously) <input type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number:</p> <p><small>(attach duplicate copy of this page if paying by deposit account)</small></p> |
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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.

Cheryl H. Agris Cheryl H. Agris 9/3/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, and document: 3

CP \$40.00 09828085

Docket No. NYMC-6002-US

PATENT

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS Lowell Edwin Lingo, Jr., a citizen of the United States, residing at RD Box 53, Morrisville, New York 13408, US:

(hereinafter ASSIGNOR), is an inventor of "METHOD AND APPARATUS FOR MEASUREMENT OF IN VIVO AIR VOLUMES" for which application of Letters Patent of the United States has been filed:

concurrently herewith

was filed as U.S. Application No. 09/828,085 on April 6, 2001

and

WHEREAS:

DEF Enterprises, Inc., a New York Corporation, located at 230B Callahan Road, Morrisville, NY 13408 in the United States is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of one dollar (\$1) or the equivalent thereof, the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, continuation-in-part, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

SAID ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

SAID ASSIGNOR hereby covenants that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over.

AND SAID ASSIGNOR hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives, and assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Date: 9/3/03



LOWELL EDWIN BINCO