

08-26-2003

Form PTO-1595 (Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (ex. 5/31/2002)

Tab settings

102533979

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

1. Name of conveying party(ies):

Jason J. Diniz

8.25.03

2. Name and address of receiving party(ies)

Name: NewAir Manufacturing, L.L.C.

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Street Address: 4610 Ellendale Road

City: Bartlett State: TN Zip: 38135

Execution Date: 6/27/03

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 29/176,570

29176570

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Larry W. McKenzie

Internal Address:

WALKER, MCKENZIE & WALKER, P.C.

Street Address: 6363 Poplar Ave., Suite 434

City: Memphis State: TN Zip: 38119-4896

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-0125

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Larry W. McKenzie (Reg.No.28,239)

Name of Person Signing

Signature

8-19-03 Date

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

ASSIGNMENT

WHEREAS, Jason J. Diniz of Philadelphia, Pennsylvania ~~and a citizen of the U.S.A.~~, whose residence and Post Office address is 3900 City Line Avenue, Apt. D302, Philadelphia, PA 19131, is one of the applicants and owners of the entire right, title and interest in and to certain new and useful improvements in a MECHANICAL CARDIOPULMONARY RESUSCITATOR including a new, original and ornamental design therefor (collectively, the INVENTION), for which an application for United States Design Letters Patent was filed February 24, 2003, and further identified by Application No. 29/176,570 and by File and Docket No. A1,040DES, preparatory to obtaining a Design Letters Patent of the United States therefor; and

WHEREAS, NewAir Manufacturing, L.L.C., a Tennessee limited liability company, whose principal place of business is 4610 Ellendale Road, Bartlett, Tennessee 38135, is desirous of acquiring the entire right, title and interest in and to said INVENTION;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by me, I, Jason J. Diniz , by these presents do sell, assign and transfer unto the said NewAir Manufacturing, L.L.C., my full and exclusive right, both domestic and foreign, to the said INVENTION, and my entire right, title, and interest in and to any and all Letters Patents which may be granted therefor, both domestic and foreign.

I, Jason J. Diniz , hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the said NewAir Manufacturing, L.L.C., as the assignee of my entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its

legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.


And I, Jason J. Diniz, hereby covenant and agree that I will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the titles of said Assignee or its successors or assigns to said invention and to any and all Letters Patent that may be granted therefor, both domestic and foreign, as well as any and all extensions of term therefor.

This agreement will be interpreted in accordance with the Federal patent laws and the laws of the State of Tennessee, without regard to any provisions of conflicts of laws.

WHEREFORE, I, Jason J. Diniz, with intent to be legally bound, now subscribe to this Assignment by my signature set forth below.

Executed this 27th day of JUNE, 2003, at

PHILADELPHIA, PA


[06/27/03]
Jason J. Diniz

STATE OF PA

COUNTY OF MONTGOMERY

Before me personally appeared the said Jason J. Diniz and acknowledged the foregoing instrument to be his free act and deed this 27th day of JUNE, 2003.

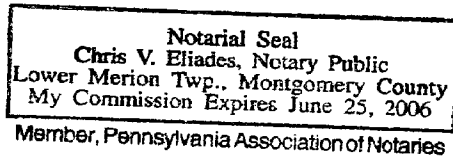
Chris V. Eliades

Notary Public

My Commission expires:

June 25, 2006

(SEAL)



Return to:

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6363 Poplar Ave., Suite 434
Memphis, TN 38119-4896