

**U.S. DEPARTMENT OF COMMERCE**  
**RECORDATION FORM COVER SHEET** Patent and Trademark Office  
**PATENTS ONLY** Docket No. 3206849-0000307028

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

1. Name of conveying party(ies):  
**Wells Fargo Foothill, Inc.**  
 2450 Colorado Avenue  
 Suite 3000 West  
 Santa Monica, California 90404

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Other                                       Corporation - California

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

2. Name and address of receiving party(ies):  
 Name: **Hudson Respiratory Care, Inc.**  
       a California Corporation  
 Address: 27711 Diaz Road  
 City: Temecula, California  
 Zip Code: 92589

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other: Release of Security Interest - Patents

Execution Date: July 6, 2004

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

4. Patent numbers:  
**See Attached Schedule of Patents.**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Gary D. Lueck  
 Bingham McCutchen LLP  
 Three Embarcadero Center, Suite 1800  
 San Francisco, CA 94111-4067

6. Total number of applications and patents involved: **26**

7. Total fee (37 C.F.R. § 3.41): \$665.00

Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket No 3206849-0000307028

8. Deposit account number: **50-2518**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. §1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 50-2518

**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.

Name: Gary D. Lueck                      *G. D. Lueck*                      Date: July 7, 2004  
 Registration No. 50,791                      Signature

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

**CERTIFICATE OF MAILING BY FACSIMILE**

I hereby certify that this paper and all enclosures are being transmitted via facsimile to Mail Stop Assignment, Recordation Service, U.S. Patent and Trademark Office on July 7, 2004/ to facsimile number (703) 306-5995

*Karen Wuerfel*  
 Karen Wuerfel

CH \$1040.00 502518 4807641

**SCHEDULE A  
TO  
RELEASE OF PATENT SECURITY INTERESTS**

**Registered Patents:**

- |     |                           |
|-----|---------------------------|
| 1.  | U.S. Patent No. 4,807,641 |
| 2.  | U.S. Patent No. 4,564,748 |
| 3.  | U.S. Patent No. 4,588,129 |
| 4.  | U.S. Patent No. 4,500,480 |
| 5.  | U.S. Patent No. 4,581,984 |
| 6.  | U.S. Patent No. 4,674,494 |
| 7.  | U.S. Patent No. 4,803,471 |
| 8.  | U.S. Patent No. 4,765,327 |
| 9.  | U.S. Patent No. 4,838,258 |
| 10. | U.S. Patent No. D319,880  |
| 11. | U.S. Patent No. 4,995,400 |
| 12. | U.S. Patent No. 5,005,568 |
| 13. | U.S. Patent No. 4,977,894 |
| 14. | U.S. Patent No. 5,099,836 |
| 15. | U.S. Patent No. 5,170,798 |
| 16. | U.S. Patent No. D340,976  |
| 17. | U.S. Patent No. 5,311,863 |
| 18. | U.S. Patent No. 5,460,172 |
| 19. | U.S. Patent No. 5,855,562 |
| 20. | U.S. Patent No. 6,488,028 |
| 21. | U.S. Patent No. 6,550,476 |
| 22. | U.S. Patent No. 6,050,552 |
| 23. | U.S. Patent No. 6,209,539 |
| 24. | U.S. Patent No. 6,206,002 |
| 25. | U.S. Patent No. 6,275,650 |
| 26. | U.S. Patent No. 6,725,858 |

**RELEASE OF PATENT SECURITY INTERESTS**

This Release of Patent Security Interests is dated as of July 6, 2004. Reference is hereby made to the Patent Security Agreement (the "**Grant**"), dated as of October 7, 2003, by and between Hudson Respiratory Care Inc. ("**Assignor**"), and Wells Fargo Foothill, Inc., as Administrative Agent (the "**Assignee**") recorded with the United States Patent and Trademark Office on October 15, 2003 on Reel/Frame No 014588/0831.

Assignee hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the collateral set forth in the Grant (the "**Patent Collateral**") including, without limitation, the security interest granted in the Patents listed on the attached Schedule A, is terminated and released, and that Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant in the Patent Collateral.

The Assignee releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") on this Release of Patent Security Interests including, without limitation, those Encumbrances created under or in connection with the Grant.

The Assignee hereby agrees to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Patent Collateral and record the chain of title accordingly with the United States Patent and Trademark Office, subject, in each case to the Assignor's prior payment in full to the Assignee of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Assignee shall not be required to take any action which exposes the Assignee to personal liability or which is contrary to applicable law.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, Assignee has caused this Release of Patent Security Interests to be duly executed and delivered by its duly authorized representative as of the date first above written.

**WELLS FARGO FOOTHILL, INC., as  
Administrative Agent**

By: Larissa Medvedichian  
Name: Larissa Medvedichian  
Title: Vice President