

Form PTO-1595 (Rev. 09/04)
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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

CLIFFORD A. WRIGHT

Execution Date(s) SEPTEMBER 17, 2004

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: MEDICAL DEVICE GROUP, INC.

Internal Address: _____

Street Address: 12775 STOWE DRIVE, SUITE B

City: POWAY

State: CALIFORNIA

Country: USA

Zip: 92064

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/751,128

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: JERRY R. POTTS

Internal Address: _____

Street Address: 3248 VIA RIBERA

City: ESCONDIDO

State: CALIFORNIA

Zip: 92029

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved:

ONE

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

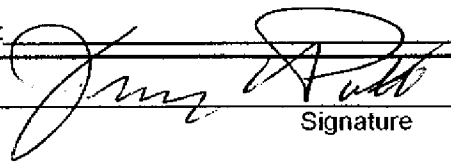
a. Credit Card Last 4 Numbers 1607

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b. Deposit Account Number _____

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9. Signature:


Signature

SEPTEMBER 25, 2004

Date

JERRY R. POTTS

Name of Person Signing

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

THREE

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 10751128

Execution of Jerry R. Potts
on 12/15/04

ASSIGNMENT

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the following inventor, CLIFFORD A. WRIGHT of 12737 Isocoma Street, City of San Diego, State of California 92129 (hereinafter called "ASSIGNOR"), hereby assigns, transfers and sets over to MEDICAL DEVICE GROUP, INC., a corporation organized under the laws of the State of California and having a principal place of business at 12675 Stowe Drive, Suite B, City of Poway, State of California 92064, (hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to the invention known as DIVIDED NASAL CANNULA ASSEMBLY, and to a United States Utility Patent Application, Serial No.10/751,128, which was filed in the United States Patent and Trademark Office on January 3, 2004, and all rights and privileges under any Letters Patent which may be granted thereon, and on any Letters Patent which may be granted on any continuation, continuation-in-part or divisional patent application of the aforementioned patent application, including all rights, if any, throughout the entire world to sue for all past infringements which may have occurred before the execution of this assignment.

1. ASSIGNOR agrees without charge to said ASSIGNEE but at ASSIGNEE'S expense (a) to execute all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and all countries and for vesting title therein in ASSIGNEE, its successors, assigns or nominees; (b) to execute all papers in connection with any interference or other legal or quasi-legal proceedings relating to this application or to any continuation, continuation-in-part, or divisional applications thereof; (c) to execute all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (d) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (e) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.

2. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuation, continuation-in-part or divisional applications thereof to the ASSIGNEE, its successors, assigns or nominees.

3. ASSIGNOR further assigns to and empowers ASSIGNEE, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said invention and to prosecute such applications and said patent applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property,

Law Office of Jerry R. Potts
Docket No. 788115-1

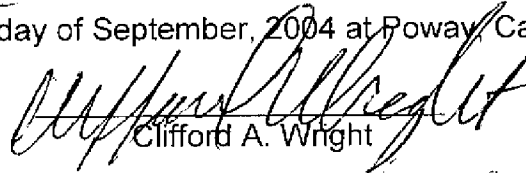
as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

4. ASSIGNOR further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of ASSIGNEE or its successors, assigns, or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

5. ASSIGNOR hereby covenants and warrants that he has full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

Executed this 9-17-04 day of September, 2004 at Poway, California

Signature of Assignor:


Clifford A. Wright

Witnessed By: Lori A. Freeman

Print Name: Lori A. Freeman

Address: 12675 Stowe Drive, Suite

Witnessed this 17th day of September, 2004 at Poway, California

END OF ASSIGNMENT DOCUMENT