

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
1263152 Ontario Inc.	09/28/2001
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Trudell Medical International
<b>Street Address:</b>	725 Third Street
<b>City:</b>	London, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N5V 5G4
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10409247
Application Number:	10876005
Patent Number:	6082358
Patent Number:	6328037
Patent Number:	6761161
Patent Number:	D439534
Patent Number:	D447432
Patent Number:	D456292
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)321-4299
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
<b>Email:</b>	asalasche@brinkshofer.com
<b>Correspondent Name:</b>	BRINKS HOFER GILSON & LIONE
<b>Address Line 1:</b>	P.O. Box 10395
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610

**CH \$320.00 10409247**

NAME OF SUBMITTER:

Andrew D Stover

**Total Attachments: 3**

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ASSIGNMENT

WHEREAS, 1263152 Ontario Inc. ("Assignor"), an Ontario Corporation, owns the entire right, title and interest in the inventions described in the United States patents ("U.S. Patents") described in Schedule "A" attached to and forming part of this Assignment;

WHEREAS, Trudell Medical International ("Assignee") 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, desires to acquire the entire right, title and interest in and to the inventions, the U.S. Patents, and all foreign and domestic patents and patent applications 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:

- (a) the entire right, title and interest in and to said inventions, U.S. Patents and any patent applications pending, or patents that may issue, for said inventions in the United States and any foreign countries;
- (b) the entire right, title and interest in and to all foreign and domestic patents and patent applications that rely on any one or more of the U.S. Patents for priority; and
- (c) the entire right, title and interest in and to all continuations, divisions, reissues, renewals and extensions of any of the domestic and foreign patent applications and patents identified above, and all applications claiming the benefit of any of the foregoing;

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;

AND the Assignor assigns and transfers to the Assignee the entire right, title and interest in and to the right to sue for any infringement of any U.S. Patents and any other patents and patent applications as identified above, occurring prior to the date of this assignment, and the right to recover any damages resulting from said infringement.

The Commissioner of Patents and Trademarks of the United States and any official of any foreign country, whose duty it is to issue patents on applications as described above, are 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.

EFFECTIVE      28<sup>th</sup> day of September,      1263152 Ontario Inc.  
THIS              2001

Per: *Mitchell Baran*  
Mitchell Baran, President

NOTARIAL CERTIFICATE

I, Joaquim Ballès, a Notary Public in and for the Province of Ontario, do hereby certify that Mitchell A. Baran, personally known to me to be the same person whose name is subscribed to the attached assignment, acknowledged that he signed, sealed and delivered the said instrument on behalf of 1263152 Ontario Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

*Joaquim Ballès*  
Notary Public

**SCHEDULE "A"**

U.S. Patents

Patent Number	Title	Filing Date
6,082,358	Indicating Device for Aerosol Container	May 5, 1998
D439,534	Indicating Device	March 22, 2000
6,328,037	Indicating Device for Aerosol Container	June 26, 2000
D447,432	Indicating Device	September 4, 2001
D456,292	Indicating Device	April 30, 2002