

03-27-2006

RECORDA

F



03.16.06

To the Director of the U.S. Patent and Trademark Office

103207536 or the new address(es) below:

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

MICHAEL NUTTALL

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and Address of receiving Party(ies):

Name: TRUDELL MEDICAL
INTERNATIONAL

Internal Address:

Street Address: 725 Third Street

City: London

State: Ontario

Country: Canada Zip: N5V 5G4

Additional name(s) and addresses attached? ☐ Yes ☒ No113013 U.S. PTO
11/377710

031606

3. Nature of Conveyance:

Execution Date(s): March 16, 2006

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

4. Application or patent number(s).

☒ This document is being filed together with a new application.A. Patent Application No.(s)
60/664,799

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312) 321-4200
(312) 321-4299 Fax03/24/2006 DBYRME 00000074 231925 11377710
C1 FC:8021 40.00 DA6. Total number of applications and patents involved: 27. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged by credit card.
☒ Authorized to be charged to Deposit Account No. 23-1925.
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information:

- a. ☐ Credit Card: Last 4 Numbers
Expiration Date
- b. ☒ Charge fee and/or any Deficiencies to Deposit
Account Number: 23-1925
Authorized User Name: Brinks Hofer Gilson & Lione

9. Signature:

Signature

Kent E. Genin

Name of Person Signing

Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 017705 FRAME: 0381

ASSIGNMENT

WHEREAS, Michael Nuttall, hereinafter called the "Assignor", has made the invention described in the United States patent applications entitled Peak Flow Meter, for a full description of which reference is here made to an application for Letters Patent of the United States filed on March 23, 2005, and assigned Application Serial No. 60/664,799 and an application for Letters Patent of the United States for which a Declaration was executed by Assignor on the same date of this Assignment.

WHEREAS, Trudell Medical International, 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, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent applications identified above, and all patents which may be obtained for said invention, 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 do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent applications identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all applications claiming the benefit of, continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; 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.

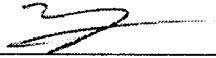
The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent applications identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and

patents; and in the prosecution of any interference which may arise involving said invention, or any such patent applications or patents; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor have executed this agreement.

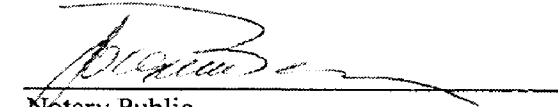
DATED: March 16, 2006



Michael Nuttall

I, Joaquim Balles, A Notary Public in and for the Province of Ontario, do hereby certify that Michael Nuttall, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 16th day of March, 2006.


Notary Public