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	veying party(ies):		2. Name and address of re	ceiving party(les)
	aki (01/30/2006), Tadash and Yoichi Okabe (01/30/			Pharma Limited
Additional name(a) of c	conveying party(les) atlached?	Yes XNo	Internal Address: Street Address:	
3. Nature of conv	eyance/Execution Date(s):	1		
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Please From: Please From:	correct the Serial Number: (P 10/567,294 To: 10/567,924 correct the Filing Date: (PTO' April 10, 2006 To: February 10 correct the Title: (PTO's errors	s errors) 0, 2006	Country: JAPAN Additional name(s) & addres attached:	
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4. Application or	patent number(s):		his document is being filed to	gether with a new application.
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	ss to whom correspondence iment should be mailed:		6. Total number of applicat patents involved:	ions and 1
Name: RAD	Name: RADER, FISHMAN & GRAUER PLLC		7. Total fee (37 CFR 1.21(h) & 3.41) \$	
Internal Address: A	.tty. ⊐kt.: TEI-0136		Authorized to be ch	arged by credit card
	Street Address: 1233 20th Street, N.W. Suite 501		Authorized to be ch	arged to deposit account
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			None required (gov	emment interest not affecting title)
City:	Washington		8. Payment Information	······································
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9. Signature:				
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6-9-J.	Porm PTO-1595 (Rev. 07/05) OMB No. 0001-0027 (exp. 6/30/2008) RECORDATIONS PATEN.	06-14-2006 VT OF COMMERCE MINIMUM MINIMUM 103256779			
~	To the Director of the U.S. Patent and Trademark Office: Please record the attached documents of the				
X	1. Name of conveying party(les):         Takayuki Ishizaki (01/30/2006), Tadashi Miyazaki (01/30/2006), and Yoichi Okabe (01/30/2006)         Additional name(s) of conveying party(les) attached?	2. Name and address of receiving party(les) Name:			
	3. Nature of conveyance/Execution Date(s): Execution Date(s): in parentheses after inventor name X Assignment Merger Change of Name	1-1, Uchładiwaicho 2-chome Chiyoda-ku			
	Security Agreement	City:Tokyo			
	Government Interest Assignment	State:			
	Executive Order 9424, Confirmatory License	Country:     JAPAN     Zip:     100-0011       Additional name(s) & address(es)     Yes     X     No       attached:     Yes     X     No			
	4. Application or patent number(s):       X         A. Patent Application No.(s)       10/567,294	This document is being filed together with a new application. B. Patent No.(s)			
	Additional numbers attached?	7 Yes X No			
	5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and 1 patents involved:			
	Name: RADER, FISHMAN & GRAUER PLLC Internal Address: Atty. Dkt.: TEI-0136 Street Address: 1233 20th Street, N.W. Suite 501	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Authorized to be charged by credit card X Authorized to be charged to deposit account Enclosed None required (government interest not effecting the)			
	City: Washington	B. Payment Information			
	State: DC Zip: 20036	a. Credit Card Last 4 Numbers			
	Phone Number: (202) 955-3750	Expiration Date b. Deposit Account Number 18-0013			
	Fax Number: (202) 955-3751	b, Deposit Account Number 18-0013 Authorized User Name Brian K, Dutton			
	9. Signature:	2			
	Signature				
	Brian K. Dutton 47,255	Total number of pages including cover 3			
	Name of Person Signing	sheet, attachments, and documents:			

## ASSIGNMENT AND AGREEMENT

## WHEREAS, (1) Takayuki ISHIZAKI (2) Tadashi MIYAZAKI (3) Yoichi OKABE

(hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled METHOD OF HOME OXYGEN THERAPY USING THE SAME" for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, TEIJIN PHARMA LIMITED , a corporation duly organized and existing under the laws Japan ASSIGNEE STATE INC, and having its principal place of business at 1-1, Uchisaiwaicho 2-chome, Chiyoda-ku. Tokyo 100-0011, Japan (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns. and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and

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assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Rader, Fishman & Grauer, PLLC the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Rader, Fishman & Grauer, PLLC do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Date: January 30, 2006

Talenyadi Zshizalci Takambi 18417 AVI

Date: January 30, 2006

Date: January 30, 2006

Tadashi MIYAZAKI

Moichi Okabe

Date:

Yoichi OKABE

Date:

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**RECORDED: 08/03/2006** 

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