

Form PTO-1595 (Rev. 09/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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RECORDATION FORM COVER SHEET		Attv. Dkt. No. <u>88176.00001</u>
PATENTS ONLY		
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
<b>1. Name of conveying party(ies)</b>  Leslie Hoffman (11/09/2006)  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b>  Name: <u>VIASYS SLEEP SOLUTIONS LLC</u>  Internal Address: _____  Street Address: <u>227 Washington Street, Suite 200</u>  City: <u>Conshohocken</u> State: <u>Pennsylvania</u> Country: _____ Zip: <u>19428</u>  Additional names & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>November 9, 2006</u>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		
<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s)  11/128,552, 60/779,383, 60/758,151, 60/793,434, 60/793,433, 60/793,589 60/793,704  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Patent No.(s)		
<b>5. Name and address to whom correspondence concerning document should be mailed:</b>  Name: <u>BAKER &amp; HOSTETLER LLP</u>  Internal Address: _____  Street Address: <u>Washington Square, Suite 1100</u> <u>1050 Connecticut Avenue, N.W.</u>  City: <u>Washington</u>  State: <u>District of Columbia</u> Zip: <u>20036-5304</u>  Phone Number: <u>(202) 861-1500</u>  Fax Number: <u>(202) 861-1783</u>  Email Address: <u>www.bakerlaw.com</u>	<b>6. Total number of applications and patents involved:</b> <u>7</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>280.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
<b>8. Payment Information</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____  b. Deposit Account Number <u>50-2036</u> Authorized User Name _____		
<b>9. Signature:</b> <u>[Signature]</u> <span style="float: right;">November 27, 2006</span> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Erdal Dervis, Reg. No. 51,612</span> <span>Total number of pages including cover sheet, attachments, and documents: <u>4</u></span> </div> <div style="display: flex; justify-content: space-between;"> <span>Name of Person Signing</span> </div>		

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, V.A. 22313-1450

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**PATENT**  
**REEL: 018555 FRAME: 0363**

## PATENT ASSIGNMENT

WHEREAS, Leslie Hoffman, an individual having an address of 3731 WINFORD DR. TARRANA, CA 91356 ("Assignor"), has certain rights, title and interest in and to inventions described in patents and patent applications set forth on Schedule A attached hereto and made a part hereof (the "Patents" and "Applications", respectively) and Assignor has full right to convey his entire right, title, and interest, both legal and equitable, to and under said Patents, Applications, and the underlying inventions described therein (collectively, together with the Patents and Applications, hereinafter referred to as the "Inventions"), ;

WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement dated 11-10-06 (the "Purchase Agreement") by and among Leslie Hoffman, Thomas Hoffman, Hoffman Laboratories, LLC, a California limited liability company, L.C. Hoffman International Corporation, a California corporation, and VIASYS Sleep Solutions LLC, a Delaware limited liability company (VIASYS Sleep Solutions LLC hereinafter referred to as the "Assignee"), Assignor agrees to transfer and deliver certain of his assets, including, in part, any and all rights to the Inventions, to Assignee; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Patents, Applications and Inventions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said Patents, Applications and Inventions, the entire right, title and interest in and to said Patents, Applications and Inventions, and all know-how related to said Inventions to the extent necessary or useful for practicing or exploiting said Inventions or to the extent necessary or useful in connection with the Business (as defined in the Purchase Agreement), including the right to claim priority under 35 U.S.C. § 119 and the right to sue for past infringement, as set forth in the above-mentioned Patents and Applications, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in any and all patents and applications of the United States and foreign countries which may be issued from said patents and applications;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

THIS ASSIGNMENT AGREEMENT may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN TESTIMONY WHEREOF, Assignor has signed below, effective the day executed below.

LESLIE HOFFMAN

(Assignor)

By: Leslie Hoffman

Name: LESLIE HOFFMAN

Date: 11-9-06

STATE OF CALIFORNIA  
COUNTY OF Los Angeles ) SS:

On this 9th day of November, 2006, before me personally appeared Leslie Hoffman to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Susan Shapiro  
Notary Public

My commission expires 7/2/06



**PROJECT SAPPHIRE - PATENT SCHEDULE**

Application No.	Patent No.	Country / Jurisdiction	Title	Owner(s)
U 04 00068	HU 2836 U	Hungary	Torpe villamos motor	L.C. Hoffman International Corporation
PCT/HU2004/000119	None	Patent Cooperation Treaty	Miniature Electrical Motor and Blower	Leslie Hoffman; and L.C. Hoffman International Corporation
11/128,552	Not yet issued	U.S.A.	Portable Continuous Positive Airway Pressure System	Leslie Hoffman
60/779,383	None	U.S.A.	Apparatus and Method of Humidifying Gasflow From a Ventilation Device	Leslie Hoffman; and Hoffman Laboratories, LLC
60/758,151	None	U.S.A.	User Interface Apparatus and Head Gear for a Continuous Positive Airway Pressure Device	Leslie Hoffman
60/793,434	None	U.S.A.	Bi-Level Continuous Positive Air Pressure Respiration System and Method	Leslie Hoffman; and Hoffman Laboratories, LLC
60/793,433	None	U.S.A.	Miniature Electric Motor	Leslie Hoffman; and Hoffman Laboratories, LLC
60/793,589	None	U.S.A.	Continuous Positive Airway Pressure Device and Configurations for Employing Same	Leslie Hoffman
60/793,704	None	U.S.A.	Head Gear for a Continuous Positive Airway Pressure Device and Configuration for Employing Same	Leslie Hoffman