

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
EFFECTIVE DATE:	10/22/2006										
CONVEYING PARTY DATA											
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>Joseph L. McFarland</td><td>10/22/2006</td></tr></table>		Name	Execution Date	Joseph L. McFarland	10/22/2006						
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Joseph L. McFarland	10/22/2006										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Wade Hambleton</td></tr><tr><td>Street Address:</td><td>832 Cherryvale Road</td></tr><tr><td>City:</td><td>Boulder</td></tr><tr><td>State/Country:</td><td>COLORADO</td></tr><tr><td>Postal Code:</td><td>80303</td></tr></table>		Name:	Wade Hambleton	Street Address:	832 Cherryvale Road	City:	Boulder	State/Country:	COLORADO	Postal Code:	80303
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PROPERTY NUMBERS Total: 1											
<table border="1"><tr><td>Property Type</td><td>Number</td></tr><tr><td>Patent Number:</td><td>7013894</td></tr></table>		Property Type	Number	Patent Number:	7013894						
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Patent Number:	7013894										
CORRESPONDENCE DATA											
Fax Number: (303)863-0223 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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ATTORNEY DOCKET NUMBER:	4653-1-DIV										
NAME OF SUBMITTER:	Craig W. Mueller										
Total Attachments: 2 source=ASSIGNMENT#page1.tif											

CH \$40.00 7013894

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PATENT
REEL: 019448 FRAME: 0337

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 22nd day of October, 2006, by Joseph L. McFarland, Jr. (hereinafter referred to as Assignor), residing at 1330 South Yukon, Lakewood, Colorado 80232;

WHEREAS, Assignor has invented certain new and useful improvements in a PORTABLE, HANDHELD, PNEUMATIC DRIVEN MEDICINAL NEBULIZER, set forth in a Patent No. 7,013,894, issued March 21, 2006; and

WHEREAS, Wade Hambleton, residing at: 832 Cherryvale Rd, Boulder, CO 80303-2913 (hereinafter referred to as Assignee), has acquired the entire right, title and interest in and to said Letters Patent of the United States.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the prior receipt of which is hereby acknowledged, Assignor had sold, assigned, transferred and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said Letters Patent, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of sale of this Letters Patent, except for any rights, titles and/or interests that arose to Assignee under law or that have already been transferred to Assignee, Assignor was the sole and lawful owner of the entire right, title and interest in and to the said inventions and Letters Patent above-mentioned, and that the same were unencumbered and that Assignor had good and full, right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement,

maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

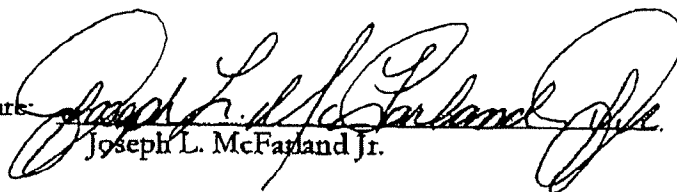
PATTON BOGGS LLP All

practitioners at Customer Number 24283

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at *the* time the sale of **the Letters Patent was made.**

Date: October 22, 2006

Signature: _____


Joseph L. McFarland Jr.