# PATENT ASSIGNMENT

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SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

### **CONVEYING PARTY DATA**

Name	Execution Date
Mario Nozzarella	08/23/2007

### **RECEIVING PARTY DATA**

Name:	Respiratory Technologies, Inc.
Street Address:	1380 Energy Lane
Internal Address:	Suite 113
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55108

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11520846

## **CORRESPONDENCE DATA**

Fax Number: (612)321-2288

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-321-2806 jklos@fulbright.com Email:

Correspondent Name: John F. Klos

Address Line 1: 80 South Eight Street

Address Line 2: Suite 2100

Address Line 4: Minneapolis, MINNESOTA 55042

40,550-04US ATTORNEY DOCKET NUMBER:

NAME OF SUBMITTER: John F. Klos

Total Attachments: 2

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PATENT

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#### ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Mario Nozzarella residing in Apple Valley, MN, (hereinafter referred to as Assignor); and

WHEREAS, Assignor has jointly invented certain new and useful improvements in CHEST COMPRESSION APPARATUS, and set forth in an Application for Letters Patent of the United States, filed on September 12, 2006 as U.S. application No. 11/520,846; and

WHEREAS, Respiratory Technologies, Inc., a corporation organized under and pursuant to the laws of Minnesota having its principal place of business at 1380 Energy Lane, Suite 113, St. Paul, Minnesota 55108 (hereinafter referred to as Assignee), is desirous of acquiring Assignor's right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, 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 execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that

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PATENT REEL: 019762 FRAME: 0035 have already been transferred to Assignee, Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has 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 agree 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, 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 Patent application for Letters Patent, or any proceeding in connection with any 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.

Date: 8-33-07  Mario Nozzarella
United States of America State of M/NNFSOTA ) ss.: County of HENNER/IN )
On this 23rd day of August, 2007, before me personally came Mario Nozzatella, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.
DEBORAH J. WEINSTOCK Notary Public - Minnesota My Commission Expires Jan 31, 2010

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RECORDED: 08/29/2007

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