

Client/Matter No. 6298-585

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

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| <p>1. Name of conveying Party(ies)/Execution Date:</p> <p style="text-align: center;">MICHAEL P. FOLEY</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and Address of receiving Party(ies):</p> <p>Name: TRUDELL MEDICAL INTERNATIONAL</p> <p>Address: 725 THIRD STREET</p> <p>City: LONDON</p> <p>Province: ONTARIO</p> <p>Country: CANADA N5V 5G4</p> <p>Additional name(s) and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
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3. Nature of Conveyance:
 Execution Date(s): November 1, 2007


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| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Change of Name | <input type="checkbox"/> Executive Order 9424, Confirmatory License |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Merger | <input type="checkbox"/> Joint Research Agreement |
| <input type="checkbox"/> Government Interest Assignment | <input type="checkbox"/> Other _____ | |

4. Application or patent number(s). This document is being filed together with a new application.

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| A. Patent Application No.(s) 11/842,778 60/839,040 | B. Patent No.(s) |
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Additional numbers attached? Yes No

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| <p>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 Fax</p> | <p>6. Total number of applications and patents involved: <u>2</u></p> <p>7. Total Fee (37 CFR 1.21(h) & 3.41) \$ <u>80.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to Deposit Acct. No. 23-1925 <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information:</p> <p>a. <input type="checkbox"/> Credit Card: Last 4 Numbers Expiration Date</p> <p>b. <input checked="" type="checkbox"/> Charge fee and/or any Deficiencies to Deposit Account Number 23-1925 Authorized User Name: Brinks Hofer Gilson & Lione</p> |
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|  Signature | November 29, 2007 Date |
| Andrew D. Stover, Reg. No. 38,629 Name of Person Signing | Total no. of pages including coversheet, 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, PO Box 1450, Alexandria, VA 22313-1450

PATENT

CH \$80.00 231926 11842778

Case No. 6298/585**ASSIGNMENT**

WHEREAS, Martin P. Foley, hereinafter called the "Assignor", has made the invention described in the United States patent application entitled Respiratory Muscle Endurance Training Device and Method For the Use Thereof, for a full description of which reference is here made to an application for Letters Patent of the United States filed on August 21, 2006, and assigned Application Serial No. 60/839,040; and an application for Letters Patent of the United States filed on August 21, 2007 and assigned Application Serial No. 11/842,778;

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 application 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 application 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 application 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 application or patent; and that the Assignor will execute and deliver to the

PATENT**REEL: 020180 FRAME: 0908**

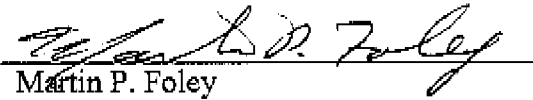
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Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

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.

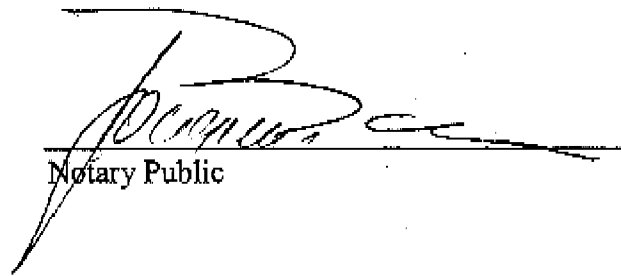
DATED:

November 1, 2007
Martin P. Foley

I, Joaquim Balles, A Notary Public in and for the Province of Ontario, do hereby certify that Martin P. Foley, 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 (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

1st *B*
24th day of October, 2007
NOVEMBER *B*

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this


Notary Public