

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Protector Technologies B.V.	12/13/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Gas Control Equipment Limited
<b>Street Address:</b>	Yew Tree Way, Stone Cross Park
<b>City:</b>	Golborne, Warrington
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	WA3 3JD
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6189531
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)568-6499
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2155686400
<b>Email:</b>	dbucklin@volpe-koenig.com
<b>Correspondent Name:</b>	Douglas J. Bucklin
<b>Address Line 1:</b>	30 South 17th Street
<b>Address Line 2:</b>	Suite 1600
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	AWA-PT006
<b>NAME OF SUBMITTER:</b>	Douglas J. Bucklin

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Dated 13 Decembe

2004

(1) PROTECTOR TECHNOLOGIES BV

(2) GAS CONTROL EQUIPMENT LIMITED

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PATENT ASSIGNMENT

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**Halliwells**

PATENT  
REEL: 020654 FRAME: 0701

**BETWEEN**

1. **PROTECTOR TECHNOLOGIES BV** (a company registered in the Netherlands with number 597763) whose ~~registered office~~ ~~(principal place of business)~~ is at *Pimbo Road, West Pimbo, Sheltondale, Lancashire, WN8 9RA* (the "**Assignor**"); and
2. **GAS CONTROL EQUIPMENT LIMITED** (a company registered in England and Wales with number 02003134) whose registered office is at Yew Tree Way, Stone Cross Park, Golborne, Warrington, WA3 3JD (the "**Assignee**")

**BACKGROUND**

- (A) The Assignor is the legal and beneficial owner of the patents and patent applications detailed in the schedule to this assignment, all of which are standing in the name of the Assignor.
- (B) On 13<sup>th</sup> December 2004 Scott Health & Safety Limited and the Assignee entered into a sale and purchase agreement under which Scott Health & Safety Limited agreed to assign to the Assignee or procure the assignment to the Assignee of certain assets including the patents and patent applications listed in the schedule to this assignment (the "**SPA**").

**TERMS AGREED**

1 **Definitions**

- 1.1 In this assignment the following terms have the following meanings:

**"Applications"**

the patent applications detailed in the schedule to this assignment; and

**"Patents"**

the patents detailed in the schedule to this assignment.

- 1.2 In this assignment the words "include", "includes" and "including" shall be construed without limitation.

2 **Assignment**

In consideration of the payment of the sum of £1 by the Assignee to the Assignor (the receipt of which is hereby acknowledged) the Assignor hereby assigns absolutely to the Assignee with full title guarantee:

- (a) the Patents;
- (b) the Applications (to the intent that the grant of any patents pursuant to them shall be made in the name of and vest in the Assignee);
- (c) to the extent available, all rights, powers, liberties and immunities arising or accrued from the Patents and/or Applications including the right to sue for damages and other remedies in respect of any infringement of the patents and/or applications and/or any other acts within the scope of the claims of any published specification of any of the Patents or accompanying any application for them or accompanying any of the Applications prior to the date hereof; and

**PATENT**

**REEL: 020654 FRAME: 0702**

(d) to the extent available, the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the Patents and/or the Applications including the right to claim priority from them to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee.

3 **No transfer**

The Assignor warrants and represents that it has not assigned or purported to assign the whole or any part of the Patents and/or Applications to any third party nor given permission to any third party to use the whole or any part of the subject matter of the Patents and/or Applications.

4 **Non derogation**

The Assignor warrants and represents that it will not in future take any steps to derogate from the assignment to the Assignee of the Patents and Applications.

5 **Further assurance**

The Assignor covenants that at the request and cost of the Assignee it will take all reasonable steps and execute all documents as may be reasonably necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee under this assignment.

6 **Governing law**

This assignment shall be governed by and construed in accordance with the laws of England and Wales and the courts of England shall have exclusive jurisdiction in relation to any dispute that may arise under or in connection with this assignment.

## Schedule

### Part 1 - Patents

FILE LOCATION	Live?	ORIGINAL CERT?	APPLICATION NUMBER	PAT/DES NUMBER	TYPE OF DOCUMENT	AREA COVERED	TITLE OF DOCUMENT	DESCRIPTION FOR PROTECTOR USE	COMPANY ON CERT IN FILE	AGENT	FILING DATE (APPLICATION)
9	Yes	Y	96932721.2	69619837.1	PATENT	D	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-UK	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
9	Yes	Y	96932721.2	0853776	PATENT	ESP	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-UK	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
9	Yes	Y	96932721.2	0853776	PATENT	FR	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-UK	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
9	Yes	Y	96932721.2	0853776	PATENT	I	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-UK	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
9	Yes	Y	96932721.2	0853776	PATENT	SWE	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-UK	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
2A	Yes	Y	94300714.6	0610054	PATENT	EURO	ADJUSTABLE NEGATIVE PRESSURE DEMAND VALVE	EASE- EUROPEAN	Protector Technologies B.V. An Schiedam, NL	SHP	31/01/1994
2B	Yes	N	94300714.6	0610054	PATENT	FR	ADJUSTABLE NEGATIVE PRESSURE DEMAND VALVE	EASE- FRANCE	Protector Technologies B.V. An Schiedam, NL	SHP	31/01/1994
2C	Yes	N	94300714.6	69406561.7	PATENT	D	ADJUSTABLE NEGATIVE PRESSURE DEMAND VALVE	EASE- GERMANY	Protector Technologies B.V. An Schiedam, NL	SHP	31/01/1994
2D	Yes	Y	9401769.6	2274595	PATENT	GB	ADJUSTABLE NEGATIVE PRESSURE DEMAND VALVE	EASE- GREAT BRITAIN	Protector Technologies B.V. An Schiedam, NL	SHP	31/01/1994
2E	Yes	Y	08/189 609	5464009	PATENT	USA	ADJUSTABLE NEGATIVE PRESSURE DEMAND VALVE	EASE- USA	Protector Technologies B.V. An Schiedam, NL	SHP	01/02/1994
8	Yes	Y	PCT/GB98/03270	6568391	PATENT	USA	OXYGEN THERAPY APPARATUS	M285- OXYGEN ECONOMISER ELITE	Protector Technologies B.V. An Schiedam, NL	SHP	03/11/1998
9A	Yes	Y	980427.5	2319588	PATENT	GB	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-UK	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
9F	Yes	Y	09/043838	6189531	PATENT	USA	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-USA	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
8A	Yes	N	9723319.1		PATT APP	GB	OXYGEN THERAPY APPARATUS	M285- OXYGEN ECONOMISER ELITE	Protector Technologies B.V. An Schiedam, NL	SHP	04/11/1997

### Part 2 - Applications

FILE LOCATION	Live?	ORIGINAL CERT?	APPLICATION NUMBER	PAT/DES NUMBER	TYPE OF DOCUMENT	AREA COVERED	TITLE OF DOCUMENT	DESCRIPTION FOR PROTECTOR USE	COMPANY ON CERT IN FILE	AGENT	FILING DATE (APPLICATION)
8	Yes	Y	2,309,078		PAT APP	CAN	OXYGEN THERAPY APPARATUS	ELITE	Protector Technologies B.V. An Schiedam, NL	SHP	03/11/1998
8	Yes	Y	98951585.3		PAT APP	EURO	OXYGEN THERAPY APPARATUS	ELITE	Protector Technologies B.V. An Schiedam, NL	SHP	03/11/1998
8	Yes	Y	20000-518725		PAT APP	JAP	OXYGEN THERAPY APPARATUS	ELITE	Protector Technologies B.V. An Schiedam, NL	SHP	03/11/1998
8	Yes	Y	09/530283		PAT APP	USA	OXYGEN THERAPY APPARATUS	ELITE	Protector Technologies B.V. An Schiedam, NL	SHP	03/11/1998
8B	Yes	N	PCT/GB98/03270		PAT APP	PCT	OXYGEN THERAPY APPARATUS	M285- OXYGEN ECONOMISER-INTERNATIONAL ELITE	Protector Technologies B.V. An Schiedam, NL	SHP	03/11/1998
9C	Yes	N	PCT/GB96/02436		PAT APP	PCT	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-INTER	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
9D	Yes	N	PCT/GB96/02437		PAT APP	PCT	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-INTER	Protector Technologies B.V. An Schiedam, NL	SHP	04/10/1996
9E	Yes		96932721.2		PAT APP	EURO	ADJUSTABLE FLOW REGULATOR DEVICE	M281-MK2 REGS-OXYDOM-EURO	Protector Technologies B.V. An Schiedam, NL	SHP	

PATENT

REEL: 020654 FRAME: 0704

**WHEREAS** this **ASSIGNMENT** has been executed and delivered as a **DEED** on the date first set out above

**EXECUTED** and **DELIVERED** )  
as a **DEED** by )  
**PROTECTOR TECHNOLOGIES BV** )  
acting by )

Director

Director/Secretary

**EXECUTED** and **DELIVERED** )  
as a **DEED** by )  
**GAS CONTROL** )  
**EQUIPMENT LIMITED** )  
acting by )

Director

Director/Secretary

A handwritten signature in black ink, appearing to read "J. Pauli". The signature is written in a cursive style with a large, sweeping initial "P" that loops back over the name.

**WHEREAS** this **ASSIGNMENT** has been executed and delivered as a **DEED** on the date first set out above

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as a **DEED** by )  
**PROTECTOR TECHNOLOGIES BV** )  
acting by )



Director

Director/Secretary

**EXECUTED** and **DELIVERED** )  
as a **DEED** by )  
**GAS CONTROL** )  
**EQUIPMENT LIMITED** )  
acting by )

Director

Director/Secretary



Dated 13 DECEMBER 2004

- (1) SCOTT HEALTH & SAFETY LTD
- (2) PROTECTOR TECHNOLOGIES BV
- (3) GAS CONTROL EQUIPMENT LIMITED

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SUPPLEMENTAL INTELLECTUAL  
PROPERTY RIGHTS ASSIGNMENT

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**Halliwells**

**BETWEEN**

1. **SCOTT HEALTH & SAFETY LTD** (a company registered in England with number 413886) whose registered office is at Pimbo Road, West Pimbo, Skelmersdale, Lancashire WN8 9RA; and
2. **PROTECTOR TECHNOLOGIES BV** (a company registered in the Netherlands with number 597763) whose ~~registered office~~ ~~principal place of business~~ is at *Pimbo Road, West Pimbo, Skelmersdale, Lancashire, WN8 9RA*  
  
(each an "Assignor" and together the "Assignors"); and
3. **GAS CONTROL EQUIPMENT LIMITED** (a company registered in England and Wales with number 02003134) whose registered office is at Yew Tree Way, Stone Cross Park, Golborne, Warrington, WA3 3JD (the "Assignee")

**BACKGROUND**

- (A) On 13<sup>th</sup> December 2004 Scott Health & Safety Limited and the Assignee entered into a sale and purchase agreement under which Scott Health & Safety Limited agreed to assign to the Assignee or procure the assignment to the Assignee of the business known as "Sabre Medical" (the "SPA").
- (B) The Sabre Medical business includes certain intellectual property, know how, confidential information and similar rights, some of which (namely certain patents, patent applications, registered trade marks, trade mark applications, unregistered trade marks, domain names and rights in a website) are the subject of separate assignments.
- (C) This assignment relates to the intellectual property rights, know how, confidential information and similar rights other than those which are subject to separate assignments.

**TERMS AGREED**

1 **Definitions**

- 1.1 Terms defined in the SPA shall have the same meanings in this assignment save that the terms 'the Intellectual Property Rights' and 'the Industrial Property Rights' shall be construed subject to recital (C) above.
- 1.2 In this assignment the words "include", "includes" and "including" shall be construed without limitation.

2 **Assignment**

In consideration of the payment of the sum of £1 by the Assignee to the Assignors (the receipt of which is hereby acknowledged) the Assignors hereby assign absolutely to the Assignee with full title guarantee:

- (a) the Intellectual Property Rights;
- (b) the Industrial Property Rights;
- (c) to the extent available, all rights, powers, liberties and immunities arising or accrued from the Intellectual Property Rights and/or Industrial Property Rights

**PATENT**

**REEL: 020654 FRAME: 0708**

including the right to sue for damages and other remedies in respect of any infringement of the whole or any part of the Intellectual Property Rights and/or Industrial Property Rights; and

- (d) to the extent available, the right to apply for, prosecute and obtain protection throughout the world in respect of the whole or any part of the Intellectual Property Rights and/or Industrial Property Rights to the intent that the grant of any protection shall be in the name of and vest in the Assignee.

3 **No transfer**

The Assignors warrant and represent that they have not assigned or purported to assign the whole or any part of the Intellectual Property Rights and/or Industrial Property Rights to any third party nor given permission to any third party to use the whole or any part of the Intellectual Property Rights and/or Industrial Property Rights.

4 **Non derogation**

The Assignors warrant and represent that they will not in future take any steps to derogate from the assignment to the Assignee of the Intellectual Property Rights and/or Industrial Property Rights.

5 **Further assurance**

The Assignors covenant that at the request and cost of the Assignee they will take all reasonable steps (including, promptly following the execution of this assignment, delivering to the Assignee all Know How and Confidential Information) and execute all documents as may be reasonably necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee under this assignment.

6 **Governing law**

This assignment shall be governed by and construed in accordance with the laws of England and Wales and the courts of England shall have exclusive jurisdiction in relation to any dispute that may arise under or in connection with this assignment.

**WHEREAS** this **ASSIGNMENT** has been executed and delivered as a **DEED** on the date first set out above

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acting by )

Director

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**GAS CONTROL** )  
**EQUIPMENT LIMITED** )  
acting by )

Director

Director/Secretary

