

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Bank of the West	04/28/2008

RECEIVING PARTY DATA

Name:	Dolphin Medical, Inc.
Street Address:	5150 220th Ave. SE
City:	Issaquah
State/Country:	WASHINGTON
Postal Code:	98029

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5081998
Patent Number:	5095913
Patent Number:	5247185
Patent Number:	5282473
Patent Number:	5296706
Patent Number:	5281817
Patent Number:	5067492
Patent Number:	D342135

CORRESPONDENCE DATA

Fax Number: (425)657-7205

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

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PATENT

500566430

REEL: 021085 FRAME: 0949

OP \$320.00 5081998

NAME OF SUBMITTER:

Clarence F. West

**Total Attachments: 5**

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**PATENT**

**REEL: 021085 FRAME: 0950**

RELEASE AND REASSIGNMENT OF PATENTS  
**Dolphin Medical, Inc.**

This Release and Reassignment of Patents (this "Release") is made on the \_\_\_\_ day of April, 2008 by BANK OF THE WEST, a California banking corporation, with a place of business at 300 South Grand Avenue, Los Angeles, California 90071 ("Lender") in favor of DOLPHIN MEDICAL, INC., a California corporation, having an address of 12525 Chadron Avenue, Hawthorne, California 90250 ("Grantor").

W I T N E S S E T H:

WHEREAS Lender and Grantor were parties to that certain Patent Security Agreement dated June 24, 2005 (the "2005 Security Agreement") which provided, inter alia, for the granting of a security interest in the patent rights identified on Exhibit A hereto (the "2005 Patents") as collateral for a loan, and which assignment was recorded by the U.S. Patent and Trademark Office at Reel 016182, Frame 0824 on June 27, 2005;

WHEREAS Lender and Grantor were parties to that certain Patent Security Agreement dated July 18, 2006 (the "2006 Security Agreement" and collectively with the 2005 Security Agreement, the "Security Agreements") which provided, inter alia, for the granting of a security interest in the patent rights identified on Exhibit B hereto (the "2006 Patents" and collectively with the 2005 Patents, the "Patents") as collateral for a loan, and which assignment was recorded by the U.S. Patent and Trademark Office at Reel 017971, Frame 0286 on July 21, 2006;

WHEREAS Lender has received full payment of the outstanding balance of the loan, and all obligations of Grantor have been satisfied; and

WHEREAS Grantor has requested Lender to release Grantor from its obligations under the Security Agreements, and to reassign to it all Patents that were the subject of the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

1. Lender hereby reassigns, transfers and sets over unto Grantor, its successors, assigns and legal representatives, the entire right, title and interest in and to the Patents, including, without limitation, patent applications, together with the right to recover for past, present and future infringements thereof.
2. Lender hereby releases Grantor and the Patent Collateral (as defined in the Security Agreements), and reassigns to Grantor all rights and interests transferred under the Security Agreements.
3. Lender represents that it has the full right, power and authority to convey the interests herein reassigned, said interests being that originally conveyed under the Security Agreements, and that it has not executed any assignment in conflict herewith.

4. Lender covenants that it shall, upon Grantor's request, execute and deliver all further documents or instruments as may be necessary or appropriate to confirm, maintain and enforce the Release effected hereby or to otherwise effectuate the purposes hereof.

IN WITNESS WHEREOF, Lender has caused its corporate name to be hereto signed on the date indicated above.

BANK OF THE WEST,  
a California banking corporation

By: Shikha  
Name: SHIKHA REHMAN  
Title: VICE PRESIDENT

**EXHIBIT A****2005 Patents**

<b>TITLE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>
OPTICALLY STABILIZED INFRARED ENERGY DETECTOR	5,081,998	January 21, 1992
SHUTTERLESS OPTICALLY STABILIZED CAPNOGRAPH	5,095,913	March 17, 1992
REGULATED INFRARED SOURCE	5,247,185	September 21, 1993
SIDESTREAM INFRARED GAS ANALYZER REQUIRING SMALL SAMPLE VOLUMES	5,282,473	February 1, 1994
SHUTTERLESS MAINSTREAM DISCRIMINATING ANESTHETIC AGENT ANALYZER	5,296,706	March 22, 1994
METHOD OF SELECTING AN OPTICAL FILTER FOR A SHUTTERLESS OPTICALLY STABILIZED CAPNOGRAPH	5,281,817	January 25, 1994

**EXHIBIT B**

**2006 Patents**

<b>TITLE</b>	<b>PATENT NUMBER</b>
DISPOSABLE AIRWAY ADAPTER	5,067,492
AIRWAY ADAPTER (DESIGN PATENT)	D342,135

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 4/28/08 before me, James E. Rodriguez, Notary Public, personally  
(insert name and title of the officer)

appeared Shikha Rehman, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature James E. Rodriguez (Seal)

