

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Emergent Respiratory Products, Inc.	03/02/2009
RECEIVING PARTY DATA	
Name:	BEMS Holdings, LLC
Street Address:	PO Box 8023
City:	Dublin
State/Country:	OHIO
Postal Code:	43016
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7066175
Application Number:	11475373
Application Number:	10313526
CORRESPONDENCE DATA	
Fax Number:	(216)696-0740
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(216) 621-0200
Email:	clevelandip@bakerlaw.com
Correspondent Name:	Melinda M. Lothes, Baker & Hostetler LLP
Address Line 1:	1900 East Ninth Street
Address Line 2:	3200 National City Center
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	028897.000027
NAME OF SUBMITTER:	Melinda M. Lothes
Total Attachments: 6	

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PATENT ASSIGNMENT

This Patent Assignment is entered into by and between Emergent Respiratory Products, Inc., a California corporation ("**Assignor**") and BEMS Holdings, LLC, an Delaware limited liability company ("**Assignee**") as of this 2nd day of March, 2009.

RECITALS

A. Assignee desires to acquire ownership of the Patents (defined below) from Assignor pursuant to that certain Asset Purchase and Assignment Agreement between Assignee and Assignor dated March 2, 2009 (the "**Purchase Agreement**").

B. Assignor desires to transfer all right, title and interest in and to the Patents to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration paid by Assignee to Assignor, receipt of which Assignee hereby acknowledges, Assignee and Assignor agree as follows:

1. Pursuant to the Purchase Agreement, Assignor hereby irrevocably assigns, transfers, grants, sells and otherwise conveys to Assignee all of Assignor's right, title and interest in and to (i) the United States and foreign patents and patent applications set forth on **EXHIBIT A** to this Patent Assignment, all inventions described or claimed therein and improvements thereto, all foreign counterparts thereof and the right to claim priority, all United States and foreign patents issuing or claiming priority from any of the foregoing, and all supplemental protection certificates, reissues, renewals, continuations, continuations-in-part, and divisionals, revisions, substitutions, extensions, reexaminations or any foreign counterparts thereof, throughout the world ("**Patents**"); (ii) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement or other unauthorized exploitation of any Patents prior to, on or after the date of this Patent Assignment, and all damages, royalties and other payments now or hereafter due and/or payable by reason of any past, present or future infringements of the Patents or unauthorized exploitation of the same, with the right to prosecute and sue for (in Assignee's own name) and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

2. Assignor authorizes the United States Patent and Trademark Office, and the empowered officials of all other governments in any foreign jurisdiction to issue or transfer all said Patents to Assignee, as assignee thereof, or otherwise as Assignee may direct.

3. Assignor agrees, without further consideration, to execute and deliver all agreements, documents or other materials reasonably requested by Assignee and assist Assignee in any reasonable manner to obtain, perfect and enforce, for Assignee's benefit, Assignee's right, title and interest in and to the Patents in any and all countries throughout the world; provided that the requesting party shall pay the reasonable out-of-pocket expenses of the other party incurred in connection with complying with this Section 3. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full

power of substitution in the name and stead of Assignor, but on behalf and for the benefit of Assignee, its successors and assigns to demand and receive each and all of the Patents and all rights associated therewith and related thereto.

4. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Patent Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. The rights and obligations of the parties to the Purchase Agreement set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Purchase Agreement shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

5. This Patent Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns. This Patent Assignment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute the same agreement.

[remainder of page intentionally blank]

"Assignor"

EMERGENT RESPIRATORY PRODUCTS, INC.

EXECUTED By *Jack Oshansky* Date: 3/3/09
Title: CHAIRMAN

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On March 3, 2009 before me, Janet S. Popkoff,
Notary Public, personally appeared Jack Oshansky

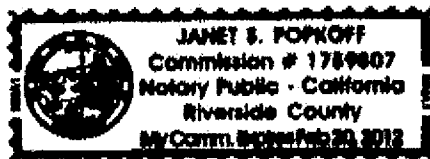
_____ personally known to me

Or

X proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



(SEAL)

Janet S. Popkoff
SIGNATURE OF NOTARY PUBLIC

[Signature page 1 to Patent Assignment]

"Assignee"

BEMS HOLDINGS, LLC

"Assignee"

BEMS HOLDINGS, LLC

EXECUTED By: Linden P. Joseph Date: 3/2/2009
Title: President

STATE OF OHIO)
COUNTY OF Franklin) ss.

On March 2, 2009 before me, Clara T. Russell,

Notary Public, personally appeared Linden P. Joseph

✓ personally known to me

Or

 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Clara T. Russell
SIGNATURE OF NOTARY PUBLIC

CLARA T. RUSSELL, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 14, 2012

(S E A L)

[Signature page 2 to Patent Assignment]

EXHIBIT A

ATTACHED.

EMERGENCY RESPIRATORY PRODUCTS, INC.

Patent Status Report

February 4, 2009

Case No.	Title of Invention	Country	Status	Application No.	Filing Date	Patent No.	Date Issued	Pub. No.	Pub. Date
EMED.001A	PORTABLE GAS POWERED POSITIVE PRESSURE BREATHING APPARATUS AND METHOD	US	Issued	10/020544	11/29/2001	7065175	6/27/2006	2002-0162553	11/7/2002
EMED.001C	PORTABLE GAS POWERED POSITIVE PRESSURE BREATHING APPARATUS AND METHOD	US	Published	11/4475373	6/27/2006			2006-243289 A1	11/2/2006
EMED.001VAU	PORTABLE GAS POWERED POSITIVE PRESSURE BREATHING APPARATUS AND METHOD	AU	Issued	2,002E+09	5/6/2002	2,002E+09	1/17/2008		
EMED.001VCA	PORTABLE GAS POWERED POSITIVE PRESSURE BREATHING APPARATUS AND METHOD	CA	Pending	2446614	5/6/2002				
EMED.001VEP	PORTABLE GAS POWERED POSITIVE PRESSURE BREATHING APPARATUS AND METHOD	EP	Published	2744135.1	5/6/2002			1385579	
EMED.001VHK	PORTABLE GAS POWERED POSITIVE PRESSURE BREATHING APPARATUS AND METHOD	HK	Published	4105652.4	5/6/2002			1062814	
EMED.001VIP	PORTABLE GAS POWERED POSITIVE PRESSURE BREATHING APPARATUS AND METHOD	JP	Pending	2002-587004	5/6/2002				
EMED.001VMX	PORTABLE GAS POWERED POSITIVE PRESSURE BREATHING APPARATUS AND METHOD	MX	Pending	PA/020037010124	5/6/2002				
EMED.002A	PRESSURE FACE MASK AND NASAL MASK	US	Published	10/313526	12/5/2002			03-C168063	

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