

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James P. Tenger	04/23/2009
Leslie A. Tenger	04/23/2009
John R. Hicks	04/23/2009
RECEIVING PARTY DATA	
Name:	Intubrite, LLC
Street Address:	6002 El Tordo
City:	Rancho Santa Fe
State/Country:	CALIFORNIA
Postal Code:	92064
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29332193
CORRESPONDENCE DATA	
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Correspondent Name:	PROCOPIO, CORY, HARGREAVES & SAVITCH LLP
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ATTORNEY DOCKET NUMBER:	115760-01(DES3)
NAME OF SUBMITTER:	Stephen C. Beuerle
Total Attachments: 3 source=Fr115760-01DES3_declaration#page5.tif	

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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, JAMES P. TENDER, LESLIE A. TENDER and JOHN R. HICKS, citizens of the United States (hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled **LARYNGOSCOPE** for which application for U.S. design patent application no. 29/332,193 was filed February 10, 2009, and

WHEREAS, INTUBRITE, LLC, a Limited Liability Company organized and existing under and by virtue of the laws of the STATE OF CALIFORNIA and having its principal place of business at **6002 El Tordo, Rancho Santa Fe, California 92067** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefore in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal

equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Date: 4-23-09

By: [Signature]
JAMES P. TENDER

Date: 4-23-09

By: [Signature]
LESLIE A. TENDER

Date:

By:
JOHN R. HICKS

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115760-01DES3

equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Date: _____

By: _____
JAMES P. TENDER

Date: _____

By: _____
LESLIE A. TENDER

Date: 4-23-09

By: 
JOHN R. HICKS

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