

06-30-2009



RECORDATION FORM COVER SHEET
PATENTS ONLY

103565495

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

1. Name of conveying party(ies)

Next Safety, Incorporated

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/24/08

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Charles Eric Hunter

Internal Address:

Street Address: 1329 Phoenix Colvard Road

City: Jefferson

State: North Carolina

Country: USA Zip: 28640

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

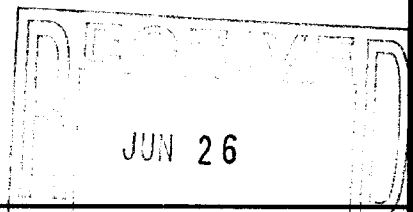
☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See attached list;

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No



5. Name and address to whom correspondence concerning document should be mailed:

Name: Robert B. Angle

Internal Address:

Street Address: 910 West King Street

City: Boone

State: North Carolina Zip: 28607

Phone Number: 828-265-0016

Fax Number: 828-265-3651

Email Address: rob@robanglelaw.com

6. Total number of applications and patents involved: 51

7. Total fee (37 CFR 1.21(h) & 3.41) \$52040

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 00000054 11553246

Authorized User Name: 2848.0 OP

9. Signature:

Signature

6-17-09

Date

Robert B. Angle
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

16

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, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 022896 FRAME: 0092

Conveying Party: Next Safety, Incorporated

Receiving Party: Charles Eric Hunter

4.A. (continued)

11/553,246; 10/947,053; 11/013,206; 11/533,667; 61/117,438; 61/161,208;
11/533,529; 11/268,936; 11/317,045; 11/412,231; 11/434,552; 60/796,368;
12/093,040; 12/434,399; 60/915,416; 29/279,468; 29/279,469; 29/279,471;
29/279,477; 29/279,479; 61/049,556; 11/552,871; 11/627,692; 11/689,315;
11/950,154; 11/950,180; 12/037,513; 11/972,265; 12/037,540; 12/325,154;
12/334,946; 12/334,972; 12/335,002; 12/409,430; 12/434,760; 60/826,271;
60/896,196; 60/896,187; 60/915,315; 61/013,438; 61/013,448; 61/013,460;
61/013,467; 61/038,496; 61/038,511; 61/055,210; 61/055,218; 61/174,663;
60/915,408; 60/915,379; 60/915,390;

11-24-08

SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT, in consideration for any loan or other financial accommodation any time heretofore or hereafter made or granted to NEXT SAFETY, INC., a North Carolina corporation, its successors and assigns (hereinafter referred to as "Borrower"), by ERIC C. HUNTER, a resident of the County of Watauga and the State of North Carolina (hereinafter, together with their successors and assigns, referred to as "Lender"), Borrower agrees with Lender that to secure the payment of the Liabilities (as hereinafter defined), Borrower grants to Lender and Lender shall have a **second priority** lien upon, security title to, and a security interest in all of the intellectual property described in Exhibit A attached hereto and incorporated herein by reference, together with all other property at any time delivered, pledged, assigned, conveyed or transferred by Borrower to Lender, any other property of every kind or description of Borrower now or hereafter in the possession or control of Lender for any reason, including all dividends and distributions on or other rights in connection with the property hereinabove referred to (all such property, dividends, distributions and rights being hereinafter collectively referred to as the "Collateral"). The term "Liabilities", as used herein, shall mean all obligations of Borrower to Lender however incurred or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due. Borrower waives notice of the existence or creation of all or any of the Liabilities. This Security Agreement also covers the proceeds of any sale of any Collateral.

Borrower warrants to Lender that Borrower is the sole and lawful owner of the Collateral, free of all claims and liens other than the security interest of Jocelyn Hunter and the security interest hereunder, with full right to deliver, pledge, assign, convey and transfer the Collateral to Lender as security hereunder. Borrower represents and warrants to Lender and, so long as any of the Liabilities hereby secured remain unpaid, shall be deemed continuously to represent and warrant:

- (a) That all contracts of any kind or character pledged hereunder as security are valid and enforceable and that the Borrower is not in default thereunder;
- (b) That all Collateral pledged hereunder has been properly applied for or validly issued under all applicable Federal patent laws and is not subject to dispute, objection, set off, counterclaim or complaint by any party or third party;
- (c) That except as otherwise set forth herein, Borrower has not heretofore assigned, granted a security interest in or otherwise encumbered the Collateral or any rights or interest therein or thereto, except for the security interest of Jocelyn Hunter;
- (d) No applicable law or governmental regulation or anything in any agreement between or among the Borrower and any other party purports to forbid, restrict or subject to conditions precedent any security interest in the Collateral;

(e) The office where the records concerning the Collateral are kept by the Borrower is that office at the principal place of business of Borrower in Ashe County, North Carolina;

(f) The Borrower has full power and authority to enter into this Security Agreement and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary corporate or other actions, particularly the Consent of the Board of Directors dated December 18, 2007.

No consent or approval of shareholders, public authority or any other person or entity other than the person or entity executing this Security Agreement is required as a condition to the validity of this Security Agreement and this Security Agreement constitutes the valid and legal binding obligation of the Borrower enforceable in accordance with its terms.

Borrower hereby authorizes Lender, at Borrower's expense, to file one or more financing statements to perfect the security interests herein specified, and to file the pledge documents with the United States Patent and Trademark Office, and Borrower hereby agrees to pay the cost to file said financing statements, United States Patent and Trademark Office documents and reasonable costs for title or lien searches made by Lender from time to time with respect to Borrower or the Collateral.

Borrower covenants and agrees, so long as any of the Liabilities secured hereby remain unpaid, that

(a) Borrower shall duly perform and observe all of the terms and provisions of all loan agreements, contractual obligations and all applicable laws, regulations, rules and requirements on the part of Borrower to be performed or observed with respect to any party or any third party, and shall not materially modify or cancel any contractual obligation which provides material benefit to Borrower or serves as Collateral hereunder without first receiving written consent from Lender;

(b) Borrower shall make and maintain notations on the appropriate books and records of Borrower concerning the making of this Security Agreement;

(c) Borrower shall not change the location of the office where the records concerning the Collateral are kept without first receiving written consent from Lender, which consent shall not unreasonably be withheld, and, further, upon Borrower promptly notifying Lender of any change of location of any place of business or the addition of any new place of business;

(d) Borrower shall not sell, assign, encumber or otherwise create or suffer to exist a security interest in the Collateral in favor of anyone other than Lender;

(e) Borrower shall not enter into any contract or agreement to sell Collateral or any portion thereof without the express written consent of Lender, and Borrower shall cause any such purchase agreement to provide that the proceeds from such sale after payment of the Jocelyn Hunter loan shall be paid directly to Lender on behalf of Borrower; provided, however, that Borrower if not in default hereunder shall have the absolute right to have any patent described in Exhibit A hereto redeemed from the lien of this Security Agreement upon the payment to

Borrower of a negotiated sum satisfactory to Lender;

(f) Borrower shall not enter into any contract or agreement to transfer, assign, sell or convey, nor consummate any transfer, assignment, sale or conveyance, of substantially all of its assets, nor shall Borrower liquidate, dissolve, merge or otherwise alter its existence as a limited liability company under Georgia law;

(g) Borrower at all times and from time to time shall allow representatives of Lender to examine, inspect, and make extracts from any books, records, reports and correspondence of Lender relating to the Collateral;

(h) Borrower shall do, file, record, make, execute and deliver all such acts, deeds, things, notices, instruments and financing statements as may be necessary or desirable to more completely vest in and insure to Lender its security interest in and to the Collateral and the enforceability and effectiveness of Lender's rights, remedies and powers hereunder; and

(i) Borrower shall provide to Lender written notice within three (3) business days of any notice of default (including a copy thereof) Lender may receive from any bank, judgment creditor or any other secured creditor.

If any of the representations and warranties contained herein prove to have been false in any material respect at the time made or deemed to be made, the same shall constitute a breach of this Security Agreement and all the obligations, including, without limitation, the Secured Convertible Promissory Note entered into between the parties on December 18, 2007, as amended May 15, 2008.

Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Borrower shall request in writing, but failure of Lender to comply with any such request shall not itself be deemed a failure to exercise reasonable care, and no failure of Lender to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by Borrower, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

Lender, from time to time, whether before or after any of the Liabilities shall become due and payable, may, without notice to Borrower:

(a) Transfer all or any part of the Collateral into the name of Lender or its nominee, with or without disclosing that such Collateral is subject to the lien, security title and security interest hereunder;

(b) Notify the parties obligated on any of the Liabilities to make payment to Lender of any amounts due or to become due thereunder;

(c) Enforce collection of any of the Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew from time to time and for any period (whether or not longer than the original period) any indebtedness evidenced

thereby; and

- (d) Take control of any proceeds of the Collateral.

Lender may, from time to time, without notice to Borrower,

- (a) Retain or obtain security title to or security interest in any property in addition to the Collateral to secure any of the Liabilities;

- (b) Retain or obtain the primary or secondary liability of any party or parties in addition to Borrower with respect to any of the Liabilities;

- (c) Extend or renew for any period (whether or not longer than the original period) or exchange any of the Liabilities or release or compromise any liability of any party or parties primarily or secondarily liable thereon;

- (d) Release its security title to and security interest in all or any property in addition to the Collateral securing any of the Liabilities and permit any substitution or exchange for any such property; and

- (e) Resort to the Collateral for payment of any of the Liabilities whether or not it shall have resorted to any other property or shall have proceeded against any party primarily or secondarily liable in connection with any of the Liabilities.

Non-payment when due, whether by declaration or otherwise, of any amount payable in connection with any of the Liabilities or any other default either under the Secured Convertible Promissory Note dated December 18, 2007, as amended by Addendum dated May 15, 2008, as otherwise amended, or any agreement or obligation set forth therein or referred thereto shall constitute a default hereunder. Upon such default:

- (a) Lender may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect at that time in Georgia or otherwise available to it under law or equity, and, without limiting the generality of the foregoing, Lender may immediately without demand or performance and without notice of any intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale, grant options to purchase or otherwise realize upon, in any locale all or from time to time any of the Collateral, or any interest which Borrower may have therein; and

- (b) Lender may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Liabilities, and in such order of application, as Lender may from time to time elect, any balances, credits, deposits, accounts, items or monies of Borrower.

If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five (5) days before such disposition, postage prepaid, addressed to Borrower, at the address of Borrower appearing on the records of Lender. Any proceeds of any disposition of Collateral may be applied by Lender to the payment of expenses in connection with the Collateral, including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by Lender toward the payment of such of the Liabilities and in such order of application as Lender may from time to time elect. If such proceeds are insufficient to repay the Liabilities in full, then Lender shall have all remedies at law and pursuant to the Note to collect any shortage or deficiency from Borrower. All rights and remedies of Lender expressed hereunder are in addition to all other rights and remedies possessed by it, including those under any other agreement or instrument relating to any of the Liabilities or any security therefor. No delay or failure on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of Lender permitted hereunder shall impair or affect the rights of Lender in and to the Collateral. Time is of the essence of this Agreement.

This Security Agreement has been authorized by the Written Consent Resolution of the Board of Directors of Borrower dated December 18, 2007 is made in the State of North Carolina and shall be governed by the laws of said State. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law of North Carolina and other states. However, if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

WITNESS, my hand and seal this 24th day of November, 2008.

Signed, sealed and delivered
before me this 24th day of
November, 2008.

BORROWER:

NEXT SAFETY, INC.

Anthony Pierre
Witness

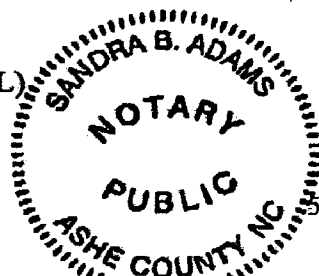
By: [Signature]
Name: Phillip Weaver
Title: President

Sandra B. Adams
Notary Public

(CORPORATE SEAL)

My Commission Expires: March 04, 2012

(NOTARIAL SEAL)



A JSB2 1928644 v1
2908239-000005 11/21/2008

SECURED CONVERTIBLE PROMISSORY NOTE

\$1,041,125.00

**Jefferson, North Carolina
December 18, 2007**

FOR VALUE RECEIVED, NEXT SAFETY, Inc., whose address is 676 South Main Street, Jefferson, North Carolina 28640 ("Borrower") promises to pay to the order of C. Eric Hunter, whose address is 1329 Phoenix Colvard Road, Jefferson, North Carolina 28640 or to any subsequent Holder (collectively "Holder"), the sum of One Million Forty One Thousand One Hundred Twenty-five Dollars and No Cents (\$1,041,125.00) (the "Obligation"), plus interest. Interest on the Obligation shall accrue until the Obligation is paid in full at the rate of Four and Nine-tenths Percent (4.9%) per annum. The Obligation and interest owing thereon shall be payable in lawful currency of the United States on December 5, 2009.

Interest shall be computed on the basis of a 365-day year or 366-day year as applicable, and actual days lapsed. Borrower shall have the right to prepay at any time in advance of maturity, without premium or penalty, all or any part of the principal amount of this Promissory Note or interest thereon. Payments shall be first applied to outstanding interest and thereafter to the principal. All payments of interest and principal shall be in lawful money of the United State of America.

This Promissory Note shall be convertible at any time, at the option of the Holder, into securities of the Borrower as follows:

(a) In the event the Borrower has filed Articles of Amendment with the North Carolina Secretary of State's Office thereby creating a series of preferred stock designated as "Series B Convertible Preferred Stock," this Promissory Note shall be convertible into units ("Preferred Units"), each Preferred Unit consisting of (i) one share of Series B Preferred Stock and (ii) ten Common Stock Purchase Warrants, at a conversion price equal to the liquidation value set forth in the filed Articles of Amendment. The intention of this conversion right is to permit conversion into the identical securities being sold to accredited investors by the Borrower in an offering commencing in December 2007. Accordingly, the Preferred Unit into which this Promissory Note may be convertible pursuant to this subsection (a) shall be the same Preferred Unit as shall be sold in the offering, both in terms of the rights, preferences and limitations of the Series B Preferred Stock and the terms of the Warrants. The conversion rate shall equal the purchase price of the Preferred Units being sold in said offering.

(b) In the event the Holder desires to convert this Promissory Note but the Borrower has not filed Articles of Amendment with the North Carolina Secretary of State's Office to create the Series B Convertible Preferred Stock, this Promissory Note may be converted into units (the "Common Units"), each Common Unit consisting of (i) one share of Common Stock and (ii) one Common Stock Purchase Warrant. Such conversion may be effected at a conversion rate of \$1.45 per Common Unit, subject to adjustment in the event of stock splits reverse stock splits and other similar events of recapitalization.

The number and kind of securities or other property into which this Promissory Note may become convertible shall be subject to adjustment as follows:

- (a) If a split or a reverse split shall have occurred with respect to the Common Stock, the conversion rate shall be appropriately adjusted to cause the Holder to receive, upon conversion, a number of shares of Common Stock representing the same percentage of the equity of the Company to which the Holder would have been entitled on such conversion if the split had not occurred.
- (b) If a dividend or other distribution shall be made in favor of the Common Stock, appropriate adjustment shall be made so that, upon conversion of the Promissory Note, the Holder shall receive, in addition to the Common Stock otherwise obtainable on such conversion, the cash, securities or other property that it would have received had the Promissory Note been so converted immediately prior to the split, dividend or distribution.
- (c) If the Common Stock shall, as the result of a merger or otherwise, be converted into the right to receive other securities or property, appropriate adjustment shall be made so that, upon conversion of the Promissory Note, the Holder shall receive, in lieu of Common Stock, the securities and/or property that it would have received as a result of the merger or other such transaction had the Promissory Note been so converted immediately prior to the record date therefor.

Repayment of this Promissory Note shall be secured by a lien on all tangible assets (excluding IP) of the Borrower as described in that certain Security Agreement executed contemporaneously herewith.

Borrower waives diligence, presentment, demand, protest, and notice of any kind whatsoever. The non-exercise by Holder of any of Holder's rights hereunder in any instance shall not constitute a waiver thereof in that or any subsequent instance.

Notwithstanding anything to the contrary herein, if prior to the earlier conversion of the principal amount of this loan into Series B Preferred Stock, the Company breaches any of the terms hereof and such breach is not cured within 10 days after notice thereto to the Company, the Company becomes insolvent, files for bankruptcy protection, or its shareholders or creditors file for involuntary dissolution of Company or file an involuntary bankruptcy action against the Company which is not dismissed within 60 days, the principal amount of this loan, as well as simple interest thereon, shall become immediately due and payable by Company to Holder, without notice or demand.

Borrower shall pay upon demand any and all expenses, including reasonable attorney fees, incurred or paid by Holder without suit or action in attempting to collect funds due under this Promissory Note. In the event an action is instituted to enforce or interpret any of the terms of this Promissory Note including but not limited to any action or participation by Borrower in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial, on appeal, and on review whether or not taxable as costs, including, without limitation, attorney fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

This agreement binds and benefits the heirs, successors and assignees of the parties.

This Promissory Note is to be construed in all respects and enforced according to the laws of North Carolina.

NEXT SAFETY, INC.

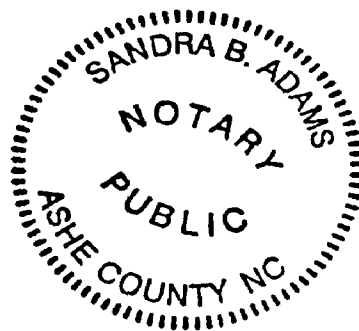
By: Christy B. Check
Its: Corporate Secretary

Sworn to and subscribed before me this 18th day of December 2007.

Sandra B. Adams

Sandra B. Adams, Notary Public

My commission expires: March 04, 2012



ADDENDUM

The intention of this addendum is to amend and replace section (a) of the Secured Convertible Promissory Note between C. Eric Hunter and Next Safety, Inc.

Section (a) of the above mentioned agreement will be replaced with the following information:

"In the event the Borrower has filed Articles of Amendment with the North Carolina Secretary of State's Office thereby creating a series of preferred stock designated as "Series B Convertible Preferred Stock," this Promissory Note shall be convertible into units ("Preferred Units"), each Preferred Unit consisting of (i) one share of Series B Preferred Stock and (ii) ten Common Stock Purchase Warrants, at a conversion price equal to the liquidation value set forth in the files Articles of Amendment. The intention of this conversion right is to permit conversion into the securities defined under section (b) below.

This addendum was duly approved by the Board of Directors of Next Safety and is governed by the laws of North Carolina.

Being all of the Board of Director of Next Safety, Inc.,

C. Eric Hunter
Chairman May 15, 2008 Abstaining

Tom Stern
Director, CEO May 15, 2008 Thomas R. Stern

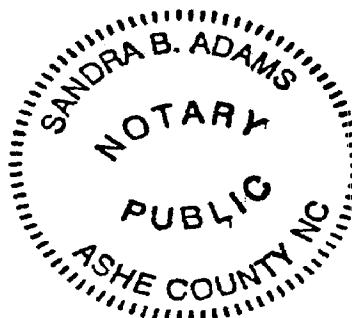
Phillip Weaver
Director, President May 15, 2008 Phillip Weaver

Sworn to and subscribed before me this 15th day of May 2008.

Sandra B. Adams

Sandra B. Adams, Notary Public

My commission expires: March 04, 2012



Patent Information for Potential Buyers

89	Title	Serial/ Patent No	Filing Date	Inventor(s)	Status	Publ. Date	Office Action
1082	Roadway & Vehicular-Mounted Reflectors Incorporating A Field of Discrete Crystal Reflectors and Retroreflectors	11/553,246 7,438,968	10/26/06	Hunter, E.; Hebrank, J.; McNeil, L.; Weiner, M.; Narayan, D	Issued	5/3/07	Issued 10/21/08
1091	Emmissive Highway Markers	10/947,053 7,273,328	9/22/04	Hunter, C.E.; Narayan, D.G.	Issued	9/8/05	Issued 9/25/07
1100	Biohazard Treatment Systems	11/013,206 US2005/0242013	12/15/04	Hunter, E.; Hebrank, J.; McNeil, L.; Weiner, M.; Narayan, D	Published	11/3/05	Non-Final Action Mailed 2/10/09
1112	Methods and Apparatus for Communication Using UV Light	11/533,667 US2007/0098407	9/20/06	Hunter, E.; Hebrank, J.; McNeil, L.; Weiner, M.; Davis, R.F.	Published	5/3/07	Ready for Examination 5/16/07
2010 2040	Emmissive Highway Markers	EP1680553 PCT/US03/27946 WO2005/026444	9/5/03	Hunter, C.E.; Narayan, D.G.	Published		
2120 2130	Method and Apparatus for Ultraviolet Sterilization	EP1554551 PCT/US03/30553 WO2004/031706	9/30/03	Narayan, D.G.; Hunter, C.E.; McNeil, L.E.; Hebrank, J.H.	Published		
2080 2081	Roadway & Vehicular-Mounted Reflectors Incorporating A Field of Discrete Crystal Reflectors and Retroreflectors	EP1552326 PCT/US03/30651 WO2004/030984	9/29/03	Narayan, D.G.; Hunter, C.E.; McNeil, L.E.; Hebrank, J.H.; Weiner, M.	Published		
2110	Methods and Apparatus for Communication Using UV Light	PCT/US03/22471 WO2004/010589	7/17/03	Weiner, M.A.; Hunter, C.E.; Davis, R.F.	Published		
2070	Biohazard Treatment Systems	PCT/US03/07059 WO2004/000371	3/10/03	Narayan, D.G.; Hebrank, J.H.; Weiner, M.	Published		
8170	Emmissive Highway Markers	61/117,438	11/24/08	Weaver, P.; Duvall, L.; Pierce, A.; Hunter, C.H.	Provisional		
8180	Emmissive Highway Markers	61/161,208	3/18/09	Duvall, L.; Weaver, P.; Pierce, A.; Hunter, C.H.	Provisional		

Patent Information for Potential Buyers

Docket #	Title	Serial/Patent No	Filing Date	Inventor(s)	Status	Pub. Date	Office Action	Next Step
1010	Respirator For Delivering Clean Air to an Individual User	11/533,529 US2007/0163588	9/20/06	Hartley, R.; Criss, R.F.; Ballou, B.L. Jr.; Hunter, J.; McNeil, L.; Jones, C.; Duvall, L.; Wetzel, P.	Published	7/19/07	Docketed new case ready for examination 5/5/07	
1030	Air Sterilization Apparatus	11/268,936	11/8/05	Hunter, C.E.; Hunter, J.L.; Ballou, B.L. Jr.; Hebrank, J.H.	N/A		11/317,045 is CIP for this application abandoned failure to respond to office action 12/31/08	N/A
1040	Air Sterilization Apparatus	11/317,045 US2007010,867	12/23/05	Hunter, C.E.; Hunter, J.L.; Ballou, B.L. Jr.; Hebrank, J.H.	Published	5/10/07		
1050	Air Supply Apparatus	11/412,231	4/26/06					
1060	Air Supply Apparatus	11/434,552 US2007/0102280	5/15/06	Hunter, C.E.; Hunter, J.L.; Ballou, B.L. Jr.; Hebrank, J.H.; McNeil, L.E.	Published	1/1/04	ready for examination 3/28/08	to respond to an Office Action 5/6/09
1070	Air Supply Apparatus	60/796,368	5/1/06	Hunter, C.E.; Hunter, J.L.; Ballou, B.L. Jr.; Hebrank, J.H.; McNeil, L.E.	Provisional (expired)		Provisional Application Expired 5/6/07	N/A
1220	Air Supply Apparatus	12/093,040 US2009/0004047	11/7/06	Hunter, C.E.; Hunter, J.L.; Ballou, B.L. Jr.; Hebrank, J.H.; McNeil, L.E.	Published	1/1/09	TSS Review Complete 2/5/09	
1300	Personal Respirator Apparatuses	12/434,399	5/1/09	Combs, Jimmy	Utility (from 8140)			Immature invention
2060	Air Supply Apparatus	PCT/US06/60597 WO/2007/056720	11/7/06	Hunter, C.E.; Hunter, J.L.; Ballou, B.L. Jr.; Hebrank, J.H.; McNeil, L.E.	Published	5/18/07		Phase in each desired country by 4/21/07
2140	Respirator For Delivering Clean Air to an Individual User	EP1902241 PCT/US07/78977 WO/2008/036791	9/20/07	Hartley, R.; Criss, R.F.; Ballou, B.L. Jr.; Hunter, J.; McNeil, L.; Jones, C.; Duvall, L.; Wetzel, P.	Published	3/26/08		2141 is considered withdrawn
851USD1	Personal Respirator Devices, Methods and Systems	60/915,416	5/1/07	Combs, J.B. Jr.	Provisional		Provisional Application Expired 5/1/08 Refiled under Docket 840	N/A
851USD1	Personal Respirator Backpack	29/279,468	5/1/07	Laws, A.; Combs, J.B.	Design			none
851USD2	Face Mask Design for Use with Personal respirator	29/279,469	5/1/07	Combs, J.B.	Design			Design Patent - none
851USD3	Ear Strap for Use with Face Mask and Personal Respirator	29/279,471	5/1/07	Combs, J.B.	Design			Design Patent - none
851USD4	Pack for Use with Personal Respirator	29/279,477	5/1/07	Combs, J.B.	Design			none
851USD5	Pack for Use with Personal Respirator	29/279,479	5/1/07	Combs, J.B.	Design			none
8140	Personal Respirator Devices, Methods and Systems	61/049,556	5/1/08	Combs, J.B. Jr	Provisional		Refiled Provisional of 851USD1 60/915,416	Need to add claims, file as Utility

Note: Attornies of record are TKHR and BW

Respirator Patents

Patent Information for Potential Buyers

Dock et #	Title	Serial/Patent No	Filing Date	Inventor(s)	Status	Pub. Date	Office Action	Next step
1020	Methods and Systems of Delivering Medication Via Inhalation	11/552,871 US2008/007838	10/25/06	Hartley, C.; Criss, R.F.; Ballou, B.L. Jr.; Hunter, J.; McNeil, L.; Jones, C.; Duvall, L.; Wetzel, P.; Stern, T.	Published	4/3/08	Docketd New Case - Ready for Examination 3/4/09	
1021	Methods and Systems of Delivering Medication Via Inhalation	11/627,692 US2008/006673	1/26/07	Hartley, C.; Criss, R.F.; Ballou, B.L. Jr.; Hunter, J.; McNeil, L.; Jones, C.; Duvall, L.; Wetzel, P.; Stern, T.	Published	3/20/08	Docketd New Case - Ready for Examination 3/4/09	
1022	Methods and Systems of Delivering Medication Via Inhalation	11/689,315 US2008/006674	3/21/07	Hartley, C.; Criss, R.F.; Ballou, B.L. Jr.; Hunter, J.; McNeil, L.; Jones, C.; Duvall, L.; Wetzel, P.; Stern, T.	Published	3/20/08	Docketd New Case - Ready for Examination 3/4/09	
1170	Apparatuses and Methods for Pulmonary Drug Delivery	11/950,154	12/4/07	Weaver, P.; Duvall, L.; Hebrank, J.	Pending			Cannot be found on USPTO.gov
1180	Systems, Methods and Apparatuses for Pulmonary Drug Delivery	11/950,180 US2008/014201	12/4/07	Weaver, P.; Duvall, L.; Hebrank, J.	Published	6/19/08	Docketd New Case - Ready for Examination 3/4/09	
1190	Pulmonary Drug Delivery Devices Configured to Control the Size of Administered Droplets	12/037,513 US2008/027173	2/26/08	Weaver, P.; Hunter, C.E.; Duvall, L.; Hebrank, J.; Colvard, G.; Roland, T. G.; Pierce, A.	Published	11/6/08	TSS Review Complete 7/12/08	
1210	Diagnosing and Treating Respiratory Conditions	11/972,265	1/10/08	Hunter, C.E.; Duvall, L.; Weaver, P.; Stern, T.	Pending			Cannot be found on USPTO.gov
1211	Diagnosing and Treating Respiratory Conditions	12/037,540	2/26/08	Hunter, C.E.; Duvall, L.; Weaver, P.; Stern, T.	Pending			Cannot be found on USPTO.gov
1250	Diagnosing and Treating Respiratory Conditions	12/325,154	11/29/08	Weaver, P.; Colvard, G.; Hunter, C.E.; Pierce, A.; Stern, T.	Pending			
1260	Methods and Apparatus for Transmitting Patient Data	12/334,946	12/15/08	Hunter, C.E.; Duvall, L.; Weaver, P.	Pending			
1270	Methods and Apparatus for Remote Patient Treatment	12/334,972	12/15/08	Hunter, C.E.; Duvall, L.; Weaver, P.	Pending			
1280	System and Methods for Emergency Condition Detection and Notification	12/335,002	12/15/08	Hunter, C.E.; Duvall, L.; Weaver, P.	Pending			
1290	Pulmonary Drug Delivery Devices	12/409,430	3/23/09	Weaver, P.; Pierce, A.; Hunter, C.E.; Hebrank, J.; Davis, B.	Pending			
1310	Apparatuses and Methods for Diagnosing and Treating Respiratory Conditions	12/434,760	5/4/09	Hunter, C.E.; Duvall, L.; Weaver, P.; Stern, T.	Pending (cip 1250)			
2150	Methods and Systems of Delivering Medication Via Inhalation	PCT/US07/78994 WO2008/036798	9/20/07	Hartley, C.; Criss, R.F.; Ballou, B.L. Jr.; Hunter, J.; McNeil, L.; Jones, C.; Duvall, L.; Wetzel, P.; Stern, T.	Published	3/27/08		
2151	Methods and Systems of Delivering Medication Via Inhalation	EP 1 902 742 A1 7018538.4	9/20/07	Hartley, C.; Criss, R.F.; Ballou, B.L. Jr.; Hunter, J.; McNeil, L.; Jones, C.; Duvall, L.; Wetzel, P.; Stern, T.	Published	3/26/08		

Note: Attorneys of record are TKHR, M and BW

Pulmonary Drug Delivery Device

Patent Information for Potential Buyers

2160	Methods and Systems of Delivering Medication Via Inhalation	PCT/US07/7899 9 WO2008/036801	9/20/07	Hartley, C; Criss, R.F; Ballou, B.L. Jr; Hunter, J; McNeil, L; Jones, C; Duvall, L; Wetzel, P; Stern, T.	Published	3/27/08		
2161	Methods and Systems of Delivering Medication Via Inhalation	EP 1 911 481	9/20/07	Hebrank, J; Hunter, C.E; LeMahieu, E; Hartley, C; Criss, R.F; Ballou, B.L. Jr; Hunter, J; McNeil, L; Jones, C; Duvall, L; Wetzel, P; Stern, T.	Published	4/18/08		Need Chris Hartley's mailing address -- unable to reach Chris.
2170	Methods and Systems of Delivering Medication Via Inhalation	PCT/US08/57847	3/21/08	Hartley, C; Criss, R.F; Ballou, B.L. Jr; Hunter, J; McNeil, L; Jones, C; Duvall, L; Wetzel, P; Stern, T.	Pending			
8010	Methods and Systems of Delivering Medication Via Inhalation	60/826,271	9/20/06	Hartley, C; Criss, R.F; Ballou, B.L. Jr; Hunter, J; McNeil, L; Jones, C; Duvall, L; Wetzel, P; Stern, T.	Inactive Provisional			
8030	Therapeutic Compositions and Methods of Use Thereof	60/896,196	3/21/07	Jones, C; Hunter, C.E; Duvall, L; Criss, R; Jones, C; Stern, T; Duvall, L; Hartley, C; Hunter, C.E; Riggs, C; Weaver, P; Watson, K.	Expired Provisional			
8040	Methods and Systems of Administering Biological Material Via Inhalation	60/896,187	3/21/07	LeMahieu, E; Hartley, C; Criss, R.F; Ballou, B.L. Jr; Hunter, J; McNeil, L; Jones, C; Duvall, L; Wetzel, P.	Pending Provisional			provisional expires on 5/1/08 - file as utility or let expire
8050	Methods and Systems of Delivering Medication Via Inhalation	60/915,315	5/1/07	B.L. Jr; Hunter, J; McNeil, L; Jones, C; Duvall, L; Wetzel, P.	Pending Provisional			on 12/13/08 - file as utility or let expire
8060	Methods and Apparatus for Diagnosing and Treating Respiratory Conditions	61/013,438 see 1210, 1211, 8150	12/13/07	Hunter, C.E; Duvall, L; Weaver, P; Stern, T.	Pending Provisional			on 12/13/08 - file as utility or let expire
8070	Methods and Apparatus for Transmitting Patient Data	61/013,448	12/13/07	Duvall, L; Hunter, C.E; Weaver, P.	Pending Provisional			on 12/13/08 - file as utility or let expire
8080	Methods and Apparatus for Remote Patient Treatment	61/013,460	12/13/07	Duvall, L; Hunter, C.E; Weaver, P.	Pending Provisional			on 12/13/08 - file as utility or let expire
8090	Systems and Methods for Emergency Condition Detection and Notification	61/013,467	12/13/07	Hunter, C.E; Duvall, L; Weaver, P; Stern, T.	Pending Provisional			provisional expires on 3/21/09 - file as utility or let expire
8120	Therapeutic Compositions and Methods of Use Thereof	61/038,496	3/21/08	Jones, C; Hunter, C.E; Duvall, L.	Refilled Provisional See 8030			provisional expires on 3/21/09 - file as utility or let expire
8130	Methods and Systems of Administering Biological Material Via Inhalation	61/038,511	3/21/08	Criss, R; Jones, C; Stern, T; Duvall, L; Hartley, C; Hunter, C.E; Riggs, C; Weaver, P; Watson, K.	Refilled Provisional See 8040			provisional expires on 3/21/09 - file as utility or let expire

Note: Attorneys of record are TKHR, M and BW Pulmonary Drug Delivery Device

Patent Information for Potential Buyers

8150	Apparatuses and Methods for Diagnosing and Treating Respiratory Conditions	61/055,210	5/22/08	Hunter, C.E.; Duvall, L.; Weaver, P.; Stern, T.	Pending Provisional			
8160	Pulmonary Drug Delivery Devices Configured to Control the Size of Administered Droplets	61/055,218	5/22/08	Weaver, P.; Duvall, L.; Hebrank, J.	Pending Provisional			
8200	Methods and Systems of Administering Biological Material Via Inhalation	61/174,663	5/1/09	Criss, R.; Jones, C.; Stern, T.; Duvall, L.; Hartley, C.; Hunter, C.E.; Riggs, C.; Weaver, P.; Watson, K.	of 8130/8040			
853U S01	Droplet Delivery Methods and Systems	60/915,408	5/1/07	Duvall, L.; Hunter, C.E.; Weaver, P.	Pending Provisional			provisional expires on 5/1/08 - file as utility or let expire need to POA transfer to TKHR
1USP 1	Controlling Droplet Size in a Drug Delivery System Using Temperature Modification	60/915,379	5/1/07	Duvall, L.; Hunter, C.E.; Weaver, P.	Pending Provisional			provisional expires on 5/1/08 - file as utility or let expire need to POA transfer to TKHR
2USP 1	Aerosol Generating Device	60/915,390	5/1/07	Duvall, L.; Hunter, C.E.; Weaver, P.; Bishop, S.; Davis, R.	Pending Provisional			

Note: Attorneys of record are TKHR, M and BW Pulmonary Drug Delivery Device

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