

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the Assignee in the original cover sheet and in the original assignment document previously recorded on Reel 019559 Frame 0722. Assignor(s) hereby confirms the Assignment.
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth Alan Totz	04/01/2007
RECEIVING PARTY DATA	
Name:	KM Technology Partners
Street Address:	3610 Robinhood Street
City:	Houston
State/Country:	TEXAS
Postal Code:	77005-2231
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11188821
Application Number:	12352404
CORRESPONDENCE DATA	
Fax Number:	(713)223-1476
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-961-4641
Email:	gordon@waggettlaw.com
Correspondent Name:	Gordon G. Waggett
Address Line 1:	550 Westcott Street
Address Line 2:	Suite No. 350
Address Line 4:	Houston, TEXAS 77007-5099
ATTORNEY DOCKET NUMBER:	T4-GEN-001
NAME OF SUBMITTER:	Gordon G. Waggett
Total Attachments: 3	

OP \$80.00 11188821

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PATENT
REEL: 023215 FRAME: 0477

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CORRECTED CONFIRMATORY ASSIGNMENT

This Corrected Confirmatory Assignment Agreement is by and between Kenneth Alan Totz (the "Assignor") and KM Technology Partners (sometimes also informally referred to as "KM Technologies") (the "Assignee"), a general partnership duly organized under the laws of Texas.

WHEREAS, Assignor previously entered into an intellectual property Assignment agreement with Assignee effective as of April 1, 2007 and duly recorded with the U.S. Patent & Trademark Office at Reel/Frame 019559/0722 ("the Original Agreement"); and WHEREAS, owing to a misunderstanding in the Original Agreement, the formal name of the Assignee was incorrectly listed as "KM Technologies" instead of as "KM Technology Partners"; and WHEREAS, the Assignor and Assignee desire to correct such misunderstanding for the sake of clarity.

NOW THEREFORE, effective as of April 1, 2007, and for the good and valuable consideration reflected in the Original Agreement, the undersigned Assignor hereby sells and assigns to Assignee, KM Technology Partners, his entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, in the following intellectual property:

- A. The invention(s) known as **DEVICE AND METHOD FOR PLACING WITHIN A PATIENT AN ENTERAL TUBE AFTER ENDOTRACHEAL INTUBATION** for which application(s) for Letters Patent in the United States of America has (have) been executed by the undersigned (also known as United States Patent Application No. 11/188,821 filed July 25, 2005), in any and all applications thereon, in any and all Letters Patent(s) therefor, and in any and all reissues, extensions, renewals, reexaminations of such applications or Letters Patent(s) and divisional, continuation, continuation of examination (RCE) and continuation-in-part (CIP) applications thereof (including U.S. Patent Application Serial No. 12/352,404 filed January 12, 2009), to the full end of the term or terms for which such Letters Patent(s) issue, including all claims, if any, that may have arisen for infringement prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.
- B. The trademark "**OGEASE**" ("the Mark"), including any and all goodwill associated with the Mark, and including all common law rights in the Mark and all federal rights existing under the Mark, including those created by United States Intent-to-Use Trademark Application Serial No. 78/684,881 filed August 3, 2005 in the United States Patent & Trademark Office, and including all claims, if any, that may have arisen for infringement prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.
- C. Any research and development, trade secrets, confidentiality agreements or other technical or marketing information developed or obtained by the undersigned in connection with the subject matter of the above-reference invention(s) and trademark(s), and including all claims, if any, that may have arisen for infringement, misappropriation or breach prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.

EXECUTED as of the 8th day of September, 2009.

ASSIGNOR:


Kenneth Alan Totz, individually

ASSIGNEE:

KM TECHNOLOGY PARTNERS

By: KMSC, LLC, authorized partner

By: 
Kenneth Alan Totz, its sole member

TO: GORDON G. WAGGETT, ESQ. COMPANY: 550 WESTCOTT STREET

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/16/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	04/01/2007
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth Alan Totz	04/01/2007
RECEIVING PARTY DATA	
Name:	KM Technologies
Street Address:	3610 Robinhood Street
City:	Houston
State/Country:	TEXAS
Postal Code:	77005-2231
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11188821
CORRESPONDENCE DATA	
Fax Number:	(713)223-1476
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(713) 961-4641
Email:	gordon@waggettlaw.com
Correspondent Name:	Gordon G. Waggett, Esq.
Address Line 1:	550 Westcott Street
Address Line 2:	Suite No. 350
Address Line 4:	Houston, TEXAS 77007-5099
ATTORNEY DOCKET NUMBER:	T4-PAT-001US
NAME OF SUBMITTER:	Gordon G. Waggett, Esq.
Total Attachments: 1 source=Totz KM Patent and TM Assignment (1 Apr 07)#page1.tif	

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ASSIGNMENT

In consideration of \$10 and other good and valuable consideration paid to the undersigned, receipt of which is hereby acknowledged: Kenneth Alan Totz, the undersigned, hereby sells and assigns to KM Technologies (the "Assignee"), a partnership duly organized under the laws of Texas, his entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, in the following intellectual property:

- A. The invention(s) known as **DEVICE AND METHOD FOR PLACING WITHIN A PATIENT AN ENTERAL TUBE AFTER ENDOTRACHEAL INTUBATION** for which application(s) for Letters Patent in the United States of America has (have) been executed by the undersigned (also known as United States Patent Application No. 11/188,821 filed July 5, 2005), in any and all applications thereon, in any and all Letters Patent(s) therefor, and in any and all reissues, extensions, renewals, reexaminations of such applications or Letters Patent(s) and divisional, continuation, continuation of examination (RCE) and continuation-in-part (CIP) applications thereof, to the full end of the term or terms for which such Letters Patent(s) issue, including all claims, if any, that may have arisen for infringement prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.
- B. The trademark "**OGEASE**" ("the Mark"), including any and all goodwill associated with the Mark, and including all common law rights in the Mark and all federal rights existing under the Mark, including those created by United States Intent-to-Use Trademark Application Serial No. 78/684,881 filed August 3, 2005 in the United States Patent & Trademark Office, and including all claims, if any, that may have arisen for infringement prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.
- C. Any research and development, trade secrets, confidentiality agreements or other technical or marketing information developed or obtained by the undersigned in connection with the subject matter of the above-reference invention(s) and trademark(s), and including all claims, if any, that may have arisen for infringement, misappropriation or breach prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.

Dated effective as of April 1, 2007


KENNETH ALAN TOTZ