

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KM Technology Partners, LP	09/10/2009
RECEIVING PARTY DATA	
Name:	Intubix, LLC
Street Address:	3900 Essex Street
Internal Address:	Suite 250
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
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:	7139614641
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Correspondent Name:	Gordon G. Waggett
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Address Line 4:	Houston, TEXAS 77007-5099
ATTORNEY DOCKET NUMBER:	I6-PAT-001US
NAME OF SUBMITTER:	Gordon G. Waggett
Total Attachments: 1 source=Confirmatory Assignment KM to Intubix for Recordation#page1.tif	

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REEL: 023329 FRAME: 0318

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment Agreement is by and between KM Technology Partners, LP (the "Assignor") and Intubix, LLC (the "Assignee"), a Texas Limited Liability Company.

WHEREAS, Assignor and Assignee (and another entity) entered into a Master Contribution and Subscription Agreement effective September 10, 2009 in which, inter alia, Assignor assigned certain rights to Assignee.

NOW THEREFORE, effective as of September 10, 2009, and for the good and valuable consideration reflected in the above-referenced Agreement, the undersigned Assignor hereby sells and assigns to Assignee, its 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.

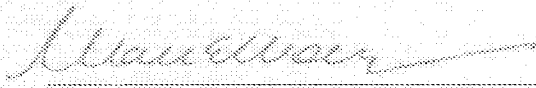
Signed effective the 10th day of September, 2009.

ASSIGNOR:
KM Technology Partners, LP

ASSIGNEE:
Intubix, LLC



By: KMSC, LLC, its authorized partner,
via Kenneth A. Tetz, its sole member



By: Mark Worscheh
Title: President