

Form PTO-1595 (Rev. 03-09)
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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Scott Douglas Wood

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

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

Execution Date(s) May 27, 2010

- ☒ 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: NBS Acquisition Corp.

Internal Address: _____

Street Address: 1911 Southwest Freeway

City: Houston

State: Texas

Country: USA Zip: 77098

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

4. Application or patent number(s):

A. Patent Application No.(s)

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

B. Patent No.(s)

U.S. Patent No. 7,341,061

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lester L. Hewitt

Internal Address: 44th Floor

Street Address: 1111 Louisiana St.

City: Houston

State: Texas Zip: 77002-5200

Phone Number: 713.220.5851

Fax Number: 713.236.0822

Email Address: lhewitt@akingdum.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

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

8. Payment Information

Deposit Account Number 162435

Authorized User Name Akin Gump LLP

9. Signature:


Signature

Lester L. Hewitt

Name of Person Signing

June 18, 2010
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

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PATENT
REEL: 024563 FRAME: 0233

CH \$40.00 162435 7341061

ASSIGNMENT IN THAT CERTAIN TRACHEOSTOMY SYSTEM

WHEREAS, Assignor, Dr. Scott Douglas Wood, having a principal place of business at 6161 Harry Hines Blvd., Suite 100, Dallas, Texas, 75235 (herein called "Assignor"), is the owner and inventor of a Tracheostomy System described in the United States Letters Patent and other patent applications identified in Schedule A attached hereto; and

WHEREAS, Assignee, NBS Acquisition Corp., a 100% wholly owned private Subchapter S Texas corporation, and having a principal place of business at 1911 Southwest Freeway, Houston, Texas, 77098, USA (herein called "Assignee"), is desirous of acquiring all rights, title and interests in, to and under any and all Letters Patent of the United States and all other countries throughout the world relating to the aforesaid invention;

NOW, THEREFORE, Assignor, for and in consideration of the sum of ten (\$10.00) dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby for himself, his personal representatives, heirs, successor and assigns, do hereby bargain, sell, assign, transfer and set over to the Assignee, all rights, title, and interests in and to the aforementioned invention throughout the world, including but not limited to all patents and patent applications and any and all divisions, continuations, reexaminations and reissues thereof, disclosed in Schedule A and attached hereto, including any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted, reexamined or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, including but not limited to the benefit of any royalty or other revenue received from sale or commercialization by Assignor. Said Tracheostomy System is described in the patent and patent applications attached hereto in Schedule A and made a part hereto for all purposes as if set forth verbatim herein.

To have and hold all rights, title, and interests in and to such patent and patent applications and any and all divisions, continuations, reexaminations and reissues thereof, as identified in

Schedule A, including any and all Letters Patent of the United States and foreign countries which may be granted therefor, including but not limited to, all sales, leases, licenses, royalties and all other income and rights accruing therefrom, and to all events whether taxable or otherwise.

And I hereby covenant that I have the full right to convey the interests herein assigned, and that I have not executed and will not execute any agreement in conflict herewith.

It is further understood and agreed that Assignor and Assignee will equally share all revenues, including but not limited to all royalties and net pre tax income, whether by license, assignment, or other transfers, minus expenses actually incurred in obtaining or prosecuting the patents or patent applications.

And I further hereby covenant and agree that I will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to Assignee, its successors, assigns, or other legal representatives and that if Assignee, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reexamination or reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

And I do further covenant and agree that I will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to me, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

I, Assignor, have been advised of my right, and obligation (at my sole expense) to obtain my own independent counsel to review this agreement and to represent my interests for all matters relating to this agreement and to the aforementioned invention, and I acknowledge and declare that I have obtained my own counsel to represent my interests in all matters relating to the aforementioned invention, and that Akin Gump Strauss Hauer & Feld, counsel for Newton B.

Schwartz, does not represent my interests in this agreement, or in any other matters related to the patent and/or patent applications described in Schedule A.


I have been given full rights to modify, change or reject to such terms. This above offer of sale was made by me several years ago during which time Newton B. Schwartz, Sr., Assignee, paid and advanced some \$85,000.00 (more or less) to date to fund said patent and/or patent applications, described in Schedule A, from their creation and inception to date.

A true accounting has been furnished to me prior to today by fax, the execution of this Agreement.

Executed at Dallas, Texas duplicate original on this 27th day of May, 2010.
and Houston, Texas

This Agreement is to be construed under the Laws of the State of Texas, including Common Law and Statutes.

DR. SCOTT DOUGLAS WOOD



NBS ACQUISITION CORP.


Name: Newton B. Schwartz Sr.,

Title: President

Attest Secretary:


EMILY S. KEMPER

SCHEDULE A

Country	Patent Application No.	Patent Publication No.	Issued Patent No.	Filing Date
European Patent Convention	05852742.5	1824567	Pending	12/02/2005
Patent Cooperation Treaty	PCT/US2005/043605	WO2006/065554	Pending	12/02/2005
United States	11/012,587	US-2006-0124134-A1	U.S. Patent No. 7,341,061	12/15/2004