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U.S. DEPARTMENT OF COMMERCE
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SHEET

To the Director of the U.S. Patent

shed documents or the new address(es) below

RE 12/07/10

1. Name of conveying party(ies)

Dr. John Gordon McInnes and Dr. Aaron Jackson

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

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

Execution Date(s) May 9, 2009

- 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: Elementary Medical Solutions Inc.

Internal Address: _____

Street Address: 337 Tanager Drive

City: Kelowna

State: British Columbia

Country: Canada

Zip: V1W 4T6

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)

B. Patent No.(s)

12/320,978

Additional numbers attached? Yes No

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

Name: Antony C. Edwards

Internal Address: _____

Street Address: Unit 206 - 3500 Carrington Road

City: Westbank

State: British Columbia Zip: V4T 3C1

Phone Number: 250-707-5250

Fax Number: 250-707-5204

Email Address: aedwards@horsepowerip.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

November 1, 2010
Date

Antony C. Edwards
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **3**

Fee pd.

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

CONFIRMATION OF ASSIGNMENT

WHEREAS WE, Dr. John Gordon McInnes and Dr. Aaron Jackson (hereinafter called the "Assignors"), whose full post office address is 337 Tanager Drive, Kelowna, British Columbia, Canada, V1W 4T6 and 2005 Saucier Road, Kelowna, British Columbia, Canada, V1W 4C1, respectively, are the inventors of certain inventions or improvements described and claimed in Canadian Patent Application No. 2,653,357 filed February 10, 2009 and United States Patent Application No. 12/320,978 filed February 10, 2009 (the "Applications") entitled:

Tracheal Tube Support Apparatus

AND WHEREAS, Elementary Medical Solutions Inc. (hereinafter called the Assignee), a British Columbia Corporation whose full post office address is 337 Tanager Drive, Kelowna, British Columbia, Canada, V1W 4T6, the principal officer of which being Dr. John Gordon McInnes, a resident of Kelowna, British Columbia, Canada, was desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said Applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries;

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the Assignors, do hereby confirm that effective May 9, 2009, we did sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said Applications, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which any patents resulting from the Applications (the "Patents") will be granted, as fully and entirely as the same would have been held and enjoyed by us, had this assignment, sale and transfer not been made;

AND we hereby covenant that we had full right to convey the entire interest then assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will, each time request is made and without undue delay or further compensation whether monetarily or otherwise, execute and deliver in a timely manner all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, or the Applications or Patents, in the Assignee, its successors, assigns, nominees or legal representatives, and we agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, and the Applications and Patents, and without further compensation whether monetarily or otherwise, and in a timely fashion, to testify in any legal proceedings, to sign all lawful papers, to make all rightful oaths, and generally to do everything

possible to aid the Assignee, its successors, assigns, nominees and legal representatives to maintain and enforce for its or their own benefit, proper patent protection for said inventions or improvements and the Applications and Patents in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives.

EXECUTED at Kelowna, British Columbia, this 11 day of MARCH, 2010.

Dr. John Gordon McInnes
Name

WITNESSED at Kelowna, British Columbia, this 11 day of MARCH, 2010.

Deborah Hemmell
Name
Deborah Hemmell
Signature

EXECUTED at Kelowna, British Columbia, this 11 day of MARCH, 2010.

A. Jackson
Name
Dr. Aaron Jackson

WITNESSED at Kelowna, British Columbia, this 11 day of MARCH, 2010

Deborah Hemmell
Name
Deborah Hemmell
Signature

STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted this 11 day of MARCH, 2010

ELEMENTARY MEDICAL SOLUTIONS INC.
(C/S)

By: Dr. John Gordon McInnes
Name: Dr. John Gordon McInnes