PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Arthur R. Hughes	11/22/2005

RECEIVING PARTY DATA

Name:	VIBRALUNG, INC.
Street Address:	11990 Meadowood Lane
City:	Parker
State/Country:	COLORADO
Postal Code:	80138

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13324268

CORRESPONDENCE DATA

 Fax Number:
 (720)904-7660

 Phone:
 303-572-6500

 Email:
 morrism@gtlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: GREENBERG TRAURIG (DEN)

Address Line 1: 1200 SEVENTEENTH STREET, SUITE 2400

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER: 075885-010702

NAME OF SUBMITTER: Marilyn Morris

Total Attachments: 3

source=Executed-Assignment#page1.tif source=Executed-Assignment#page2.tif source=Executed-Assignment#page3.tif

> PATENT REEL: 027374 FRAME: 0635

CH \$40.00 133

Docket No. 75885.010700

ASSIGNMENT

WHEREAS, I, Arthur R. Hughes, residing at 11990 Meadowood Lane, Parker, Colorado 80138, have made certain new and useful inventions and improvements for which I am filing an application for Letters Patent of the United States herewith, which is entitled ACOUSTIC RESPIRATORY THERAPY APPARATUS;

WHEREAS, I hereby authorize and request the attorneys at Greenberg Traurig, LLP, of 2450 Colorado Ave, Suite 400E, Santa Monica, California 90404, to insert here in parentheses (Serial No. 11/286,489, Filed November 23, 2005) the application number and filing date of said application when known.

AND WHEREAS, VibraLung, Inc., a corporation organized and existing under and by virtue of the laws of the State of Colorado, and having an office and place of business at 11990 Meadowood Lane, Parker, Colorado 80138 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) by the ASSIGNEE to me paid, and other valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, I, the said ASSIGNOR, have sold and do hereby sell, assign, transfer and set over unto said ASSIGNEE, its successors and assigns, the entire right, title and interest in and to said inventions and all improvements thereon, in and to said application for Letters Patent thereon, in and to applications pertaining to or based upon said inventions and applications, including divisional and continuing applications and continuations-in-part, and in and to any and all Letters Patent, reexaminations, reissues, extensions and renewals, which may be granted and issued on said inventions and applications, or any of them, not only for, to and in the United States of America, its territories and possessions, but for, to and in all countries foreign thereto, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment, and together with any related intellectual property rights such as utility model registrations, inventor's certificates, and the like.

PATENT REEL: 027374 FRAME: 0636 And for the above-named considerations, I do hereby agree that I will, at the request of said ASSIGNEE, execute any and all applications for Letters Patent for said inventions and any and all other papers and documents and do all other and further lawful acts that said ASSIGNEE may deem necessary or desirable to obtain Letters Patent on said inventions, to secure the grant of such Letters Patent and to perfect and vest in the ASSIGNEE the entire right, title and interest in the inventions, applications and Letters Patent.

And for the above-named considerations, I do hereby authorize and empower the ASSIGNEE, its successors and assigns, to apply for and obtain, in its or their own names, Letters Patent for the said inventions before competent International Authorities and in any and all countries foreign to the United States in which applications for Letters Patent can be so made or Letters Patent so obtained, and authorize and request the Director of the United States Patent and Trademark Office and any officials of foreign countries whose duty it is to issue patents or applications, to issue all patents for said inventors to ASSIGNEE in accordance with the forms of this Assignment.

And I hereby further covenant and agree that I will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

And I hereby authorize the ASSIGNEE to act as my attorney-in-fact and, if necessary to sign any and all documentations for the United States or in any foreign country or jurisdiction which are necessary to ensure the compliance with this Assignment.

2

PATENT REEL: 027374 FRAME: 0637

And I have read and understand the terms of this document, and execute this document knowingly and freely.

IN TESTIMONY WHEREOF, I h	have hereunto set my hand this 22 day of
November 2005.	11-16-1
	Arthur R. Hughes

STATE OF COLORADO) ss. COUNTY OF DOUGLAS

On this 2005, before me personally appeared Arthur R. Hughes, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

> My Commission Expires 03/28/2009 10961 South Parker Road

Parker, CO 80134

LA-FS1\373173v01\75885.010700

3