

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lung Assist, Inc.	10/12/2012
RECEIVING PARTY DATA	
Name:	Hill-Rom Services Pte. Ltd.
Street Address:	1 Yishun Avenue 7
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	768923
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13107463
CORRESPONDENCE DATA	
Fax Number:	317231743
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	ron.henderson@btlaw.com
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Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	7175-223561
NAME OF SUBMITTER:	Ronald S. Henderson
Total Attachments: 14 source=BILL-OF-SALE-AND-GENERAL-ASSIGNMENT#page1.tif source=BILL-OF-SALE-AND-GENERAL-ASSIGNMENT#page2.tif source=BILL-OF-SALE-AND-GENERAL-ASSIGNMENT#page3.tif source=BILL-OF-SALE-AND-GENERAL-ASSIGNMENT#page4.tif	

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## BILL OF SALE AND GENERAL ASSIGNMENT

Reference is made to the Asset Purchase Agreement dated as of October \_\_\_\_, 2012 (the "Asset Purchase Agreement") between Lung Assist, Inc. a Colorado corporation (the "Seller") and Hill-Rom Services Pte. Ltd., a Singapore corporation (the "Purchaser"). Capitalized terms used and not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement to the extent defined therein.

Pursuant to the terms of the Asset Purchase Agreement and by this Bill of Sale and General Assignment and certain other agreements being executed and delivered simultaneously herewith, the Sellers are selling, transferring, assigning, conveying and delivering the Purchased Assets (as defined on Schedule 1 hereto) to the Purchaser, subject to the Assumed Liabilities.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Sellers hereby sell, transfer assign, convey and deliver to the Purchaser their entire right, title and interest in all of the Purchased Assets, to have and to hold forever, subject to the provision set forth in the Asset Purchase Agreement.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS BILL OF SALE AND GENERAL ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

This Bill of Sale and General Assignment may be executed and accepted in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, and all such counterparts together will constitute one and the same instrument. The delivery of an executed counterpart of a signature page to this Bill of Sale and General Assignment by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement. This Bill of Sale and General Assignment is delivered pursuant to the Asset Purchase Agreement and shall be construed consistently therewith. This Bill of Sale and General Assignment shall be governed by and construed in accordance with the laws of the State of Indiana (excluding its conflicts of laws provisions).

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and General Assignment this \_\_ day of October, 2012.

HILL-ROM SERVICES PTE. LTD.

LUNG ASSIST, INC.

By: Mark Guman  
Name: Mark Guman  
Title: Director

By: Dans S. Carbone  
Name: Dans S. Carbone  
Title: president

**SCHEDULE 1  
TO  
BILL OF SALE AND GENERAL ASSIGNMENT**

**Purchased Assets**

The "**Purchased Assets**" shall mean all of the properties, assets and rights of the Sellers used exclusively in the Business, as they shall exist on the Closing Date, including the following properties, assets and rights of the Sellers, in each case to the extent used exclusively in the Business:

- a. United States Patent Application No. 13/107,463 entitled "Mechanical Insufflation/Exsufflation
- b. Airway Clearance Apparatus" with a priority date of May 13, 2011.
- c. PCT/US2012/036876 application filed on May 8, 2012, with a priority date of May 13, 2011, relating to United States Patent Application No. 13/107,463.

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made as of October 12<sup>th</sup>, 2012 (the "Execution Date"), by and among Hill-Rom Services Pte. Ltd., a Singapore corporation ("Purchaser"), Hill-Rom Holdings, Inc., an Indiana corporation ("Hill-Rom"), Lung Assist, Inc., a Colorado corporation ("Seller"), and each of the shareholders of Seller listed on the signature pages hereto and identified thereon as "Shareholders" (the "Shareholders").

### RECITALS

A. Seller is engaged in the business of developing, manufacturing, and submitting for FDA 510K approval an airway clearance device called Vital Cough© (the "Business").

B. Shareholders, collectively, own 100% of the issued and outstanding shares of capital stock of Seller.

C. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain of the assets and certain of the liabilities of Seller as set forth below, on the terms contained in this Agreement.

D. Each Shareholder acknowledges that the sale of the Purchased Assets will result in an economic benefit to such Shareholder and such being the case, has entered into and agreed to be bound by the terms of this Agreement as provided herein.

E. The sections of this Agreement where capitalized terms are defined are set forth in Section 7.18.

### AGREEMENTS

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### ARTICLE I

##### Purchase and Sale of Assets

1.1 Agreement to Purchase and Sell. On the terms contained in this Agreement, Purchaser is hereby purchasing from Seller, and Seller is hereby selling to Purchaser, all of Seller's assets, properties, and rights set forth in Schedule 1.1, other than the Excluded Assets (the "Purchased Assets"). Other than the liabilities associated with the Assumed Liabilities, the Purchased Assets are being sold to Purchaser free and clear of all encumbrances, including liens, claims, easements, mortgages, options, pledges, rights of first refusal, rights-of-way, restrictions of any kind, or security interests (collectively, "Claims").

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(p) Intellectual Property.

(i) Schedule 4.2(p) identifies all of the following which are owned or used by the Business, required to make and have made, use, sell, import, publish, distribute copies of, display, perform, reproduce, prepare derivative works of, market, manufacture, or commercialize the Product, or are otherwise related to the Product or the Business, or in which Seller claims any ownership rights or any licensed rights anywhere in the world: (A) all trademarks, service marks, trade names, trade dress, logos, slogans and the like, including all common law marks (collectively, together with the associated goodwill of each, "Seller's Trademarks"), together with information regarding all registrations and pending applications; (B) all patents, design patents, utility models, industrial designs, registered designs and the like, and pending applications for any of the foregoing (collectively, the "Seller's Patents"); (C) all copyrights and all registrations of and applications to register copyrights; (D) all licenses or other agreements granting rights in or to the use of computer software, Seller's Trademarks, Seller's Patents, copyrights and other intellectual property, whether to or by Seller; (E) websites, domain names, URLs, (including all computer software, all documentation, source and object codes with respect to such software and all licenses and leases of software); and (F) all formulas. The rights required to be so identified, and all proprietary know how, trade secrets, websites, URLs and other intellectual property rights of Seller or the Business, are referred to herein collectively as the "Seller's Intellectual Property". All licenses or other agreements related to Seller's Intellectual Property set forth on Schedule 4.2(p) are in full force and effect, and there is no material default by any party thereto.

(ii) Except as set forth in Schedule 4.2(p), (A) the Seller has good title to the Seller's Intellectual Property free and clear of any Claims, and (B) Seller is the owner of record of any application, registration or grant for each item of Seller's Intellectual Property, and has properly executed and recorded all documents necessary to perfect and otherwise took all necessary steps to perfect and maintain its title to such Seller's Intellectual Property. Seller has filed all documents and paid all taxes, fees, and other financial obligations required to renew and maintain in force and effect all such Seller's Intellectual Property at Closing. Seller warrants that those named inventors on the Seller's Patents are the only contributors to the subject matter disclosed and claimed in Seller's Patents.

(iii) No other firm, corporation, association or Person is claiming the right to use in connection with similar or closely related goods and in the same geographic area any mark which is identical or confusingly similar to any of the Seller's Trademarks. No third party has asserted ownership rights in any of the Seller's Intellectual Property, and neither Seller nor any Shareholder has licensed or sublicensed any third party to use the Seller's Intellectual Property except as set forth on Schedule 4.2(p). The use of Seller's Intellectual Property in the Business and the products manufactured, sold or distributed



by Seller do not infringe any right of any third party. No third party is infringing any of the Seller's Intellectual Property. Without limitation of the foregoing, Seller has, and following the Closing, Purchaser will have, the legal right to use the Intellectual Property (including all copies of all computer software) currently used by Seller. Seller's Intellectual Property constitutes all of the intangible property necessary in order for Seller to conduct the Business consistent with past practices and as presently conducted.

(iv) All Seller's Intellectual Property which has been created by any independent contractor or other third party for Seller, other than Seller's Intellectual Property owned by third parties and licensed to Seller pursuant to license agreements described in Schedule 4.2(p), is the subject of a proper written assignment and/or work made for hire agreement providing that Seller is the owner of such Seller's Intellectual Property. Seller has written agreements with its past and/or present officers, directors, principals, shareholders, and employees requiring such officers, directors, principals, shareholders and employees to assign all patents, inventions and other intellectual property rights to Seller, as necessary to protect the Seller's ownership interest in Seller's Intellectual Property

(v) Seller has taken all necessary steps to maintain the confidentiality of its customer lists and customer information, trade secrets and other confidential or proprietary intellectual property. To Seller's knowledge, there has been no misappropriation of any material trade secrets or other material confidential or proprietary Seller's Intellectual Property by any Person. To Seller's knowledge, no employee, independent contractor or agent of Seller has misappropriated any trade secrets of any other Person in the course of its performance as an employee, independent contractor or agent. To Seller's knowledge, no employee, independent contractor or agent of Seller is in default or breach of any term of any employment agreement, non disclosure agreement, assignment of invention agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of Seller's Intellectual Property.

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**[Pages 11 *et seq.* Redacted]**

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

**SELLER:**

**Lung Assist, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SHAREHOLDERS:**

\_\_\_\_\_  
John Granville

\_\_\_\_\_  
Lewis W. Ward

\_\_\_\_\_  
Dano Carbone

**PURCHASER:**

**Hill-Rom Services Pte. Ltd.**

By: 

Name: Mark Guinan

Title: Director

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

**SELLER:**

**Lung Assist, Inc.**

By: Dano Carbone  
Name: Dano Carbone  
Title: President

**SHAREHOLDERS:**

John Granville

Lewis W. Ward

Dano Carbone  
Dano Carbone

**PURCHASER:**

**Hill-Rom Services Pte. Ltd.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

**SELLER:**

Lung Assist, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*J. C. Granville, Treas.*  
*John C. Granville, Treas.*  
*Treasurer*

**SHAREHOLDERS:**

\_\_\_\_\_  
John Granville

\_\_\_\_\_  
Lewis W. Ward

\_\_\_\_\_  
Dano Carbone

**PURCHASER:**

Hill-Rom Services Pte. Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SignaturePage to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

**SELLER:**

Lung Assist, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SHAREHOLDERS:**

\_\_\_\_\_  
John Granville

*Lewis W Ward*  
\_\_\_\_\_  
Lewis W. Ward

\_\_\_\_\_  
Dano Carbone

**PURCHASER:**

Hill-Rom Services Pte. Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Asset Purchase Agreement]

**Schedule 1.1**

**(Purchased Assets Schedule)**

United States Patent Application No. 13/107,463 entitled "Mechanical Insufflation/Exsufflation Airway Clearance Apparatus" with a priority date of May 13, 2011.

PCT/US2012/036876 application filed on May 8, 2012, with a priority date of May 13, 2011, relating to United States Patent Application No. 13/107,463.

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**Schedule 4.2(p)**

**(Intellectual Property Schedule)**

United States Patent Application No. 13/107,463 entitled "Mechanical Insufflation/Exsufflation Airway Clearance Apparatus" with a priority date of May 13, 2011.

PCT/US2012/036876 application filed on May 8, 2012, with a priority date of May 13, 2011, relating to United States Patent Application No. 13/107,463.

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