# 502230471 02/13/2013

# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Adam Meyer	09/20/2012

## **RECEIVING PARTY DATA**

Name:	Trudell Medical International
Street Address:	725 Third Street
City:	London
State/Country:	CANADA
Postal Code:	N5V 5G4

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29438878

#### **CORRESPONDENCE DATA**

**Fax Number**: 3123214299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3123214200

Email: cnoble@usebrinks.com
Correspondent Name: Jacob C. Bachman

Address Line 1: Brinks Hofer Gilson & Lione

Address Line 2: PO Box 10395

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	6298-810
NAME OF SUBMITTER:	Jacob C. Bachman

## Total Attachments: 4

source=6298-810 Assignment#page1.tif source=6298-810 Assignment#page2.tif source=6298-810 Assignment#page3.tif source=6298-810 Assignment#page4.tif

PAIENI

CH \$40.00

502230471 REEL: 029807 FRAME: 0728

#### ASSIGNMENT

WHEREAS, Adam Meyer and Dan Engelbreth hereinafter called the "Assignors", have made the invention described in the United States patent application entitled Oscillating Positive Expiratory Pressure Device, for a full description of which reference is here made to an application for Letters Patent of the United States filed on September 9, 2011 as Application Serial No. 61/532,951 and an application for Letters Patent of the United States filed on June 6, 2011, and assigned Application Serial No. 61/493,816; and an application for Letters Patent of the United States filed on June 6, 2012, and assigned Application Serial No. 13/489,894;

WHEREAS, Trudell Medical International, a registered name of an Ontario partnership comprised of Trudell Partnership Holdings Limited and Packard Medical Supply Centre Ltd., having a place of business at 725 Third Street, London, Ontario, Canada N5V 5G4, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all applications claiming the benefit of, continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the

PATENT REEL: 029807 FRAME: 0729 Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

20 Sept 2012

MIGNA

DATED:

20 SEP 2012

Han Englin

I, Joaquim Balles, A Notary Public in and for the Province of Ontario, do hereby certify that Dan Engelbreth, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this **20 TH** day of September, 2012.

tary Public

I, Joaquim Balles, A Notary Public in and for the Province of Ontario, do hereby certify that Adam Meyer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this day of September, 2012.

Joxary Public

PATENT REEL: 029807 FRAME: 0732

**RECORDED: 02/13/2013**