

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dolezal Creative Innovations, LLC	04/09/2008
RECEIVING PARTY DATA	
Name:	AirWare, Inc.
Street Address:	9375 E. SHEA BLVD.
Internal Address:	SUITE 100
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85260
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29281847
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-604-6400
Email:	patent@winthrop.com
Correspondent Name:	Winthrop & Weinstine, P.A.
Address Line 1:	Capella Tower, Suite 3500
Address Line 2:	225 S 6th Street
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	16080.39.1.USE7
NAME OF SUBMITTER:	Nathan J. Witzany
Total Attachments: 4 source=7763170_1#page1.tif source=7763170_1#page2.tif source=7763170_1#page3.tif source=7763170_1#page4.tif	

OP \$40.00 29281847

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS made as of February 1, 2008, by Dolezal Creative Innovations, LLC, a Minnesota limited liability company ("Assignor"), to AirWare, Inc., a Delaware corporation ("Assignee").

RECITALS

Assignor and Assignee are parties to an Asset Purchase Agreement entered into effective as of February 1, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has so agreed to purchase and acquire from Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the patents of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute an assignment of patents and patent applications pursuant to which Assignor shall convey to Assignee the Intellectual Property (as defined in the Purchase Agreement).

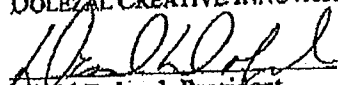
In accordance therewith, Assignor desires to sell, convey, assign, transfer, deliver and grant to Assignee, and Assignee desires to accept the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement, including the payment of the Purchase Price set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers, delivers and grants to Assignee, and Assignee hereby accepts the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

DOLEZAL CREATIVE INNOVATIONS, LLC

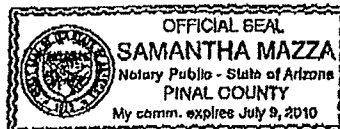

David Dolezal, President

[SEAL]

State of Arizona)

) ss.:

County of Maricopa)



On this 9th day of April 2008, before me, Samantha Mazza, personally appeared David Dolezal, President of Dolezal Creative Innovations, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

Schedule A – Patents

<u>Patent/Application No.</u>	<u>Title</u>	<u>Country</u>
Application No. 2005226662	Breathing Air Filtration Devices (Dkt. No. 186675/AU)	Australia
Application No. not yet identified (claims priority to International Application No. PCT/US2005/009151)	Breathing Air Filtration Devices (Dkt. No. 186675/CA)	Canada
Application No. 200630006709.9	Breathing Air Filtration Device (Dkt. No. 186675/CN)	China
Application No. 200580008947.6	Breathing Air Filtration Devices (Dkt. No. 186675/CN/2)	China
Patent No. 000506423-0001	Breathing Air Filtration Device (Dkt. No. 186675/EP)	European Union
Application No. 05725914.5	Breathing Air Filtration Devices (Dkt. No. 186675/EP/2)	European Union
Patent No. 1285968	Nose Plug (Dkt. No. 186675/JP)	Japan
Application No. 2007504157	Breathing Air Filtration Devices (Dkt. No. 186675/JP/2)	Japan
Application No. PCT/US2005/009151	Breathing Air Filtration Devices (Dkt. No. 186675/PCT)	PCT

Application No. PCT/US2006/036882	Breathing Air Filtration Devices (Dkt. No. 186675/PCT/2)	PCT
Patent No. 7,156,098	Breathing Air Filtration System (Dkt. No. 186675/US)	United States
Application No. 11/077,784	Breathing Air Filtration System (Dkt. No. 186675/US/2)	United States
Application No. 29/239,438	Breathing Air Filtration Device (Dkt. No. 186675/US/3)	United States
Application No. 11/238,672	Breathing Air Filtration Devices (Dkt. No. 186675/US/4)	United States
Application No. 29/239,439	Breathing Air Filtration Device (Dkt. No. 186675/US/5)	United States

OPPENHEIMER: 2555561 v01 03/25/2008