

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ferraris Group, Inc.		11/10/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	nSpire Health, Inc.		
Street Address:	901 Front Street		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2985187	EAGLE	
Registration Number:	2925339	HAWK	
Registration Number:	2983074	OWL	
Registration Number:	2704572	PIKO	
Serial Number:	78444862	QUANTUM RESEARCH FERRARIS GLOBAL SOLUTIONS FOR CLINICAL TRIALS	
Registration Number:	2925341	RAPTOR	
CORRESPONDENCE DATA			
Fax Number:	(720)566-4099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720-566-4000		
Email:	trademarks@cooley.com		
Correspondent Name:	Andrew Hartman		
Address Line 1:	380 Interlocken Crescent		
Address Line 2:	Suite 900		
Address Line 4:	Broomfield, COLORADO 80021-8023		

CH \$165.00 2985187

ATTORNEY DOCKET NUMBER:	307782-20000
NAME OF SUBMITTER:	Andrew Hartman
Signature:	/Andrew Hartman/
Date:	06/29/2007

Total Attachments: 9

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DATE 10 November **2006**

FERRARIS GROUP, INC.

NSPIRE HEALTH, L.L.C.

**ASSIGNMENT OF
INTELLECTUAL PROPERTY**

Macfarlanes
10 Norwich Street
London EC4A 1BD

EXECUTION COPY

**TRADEMARK
REEL: 003571 FRAME: 0319**

ASSIGNMENT

DATE

10 November

2006

PARTIES

- 1 **FERRARIS GROUP, INC.** a Colorado corporation whose principal place of business is at 7 Jackson Road, Devens, MA, The United States of America (the "Assignor")
- 2 **NSPIRE HEALTH, L.L.C.** whose registered address for service is at The Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805, The United States of America (the "Assignee")

RECITALS

- A The Assignor is the beneficial owner and registered proprietor of the Intellectual Property.
- B It is agreed that the Assignor shall assign absolutely the Intellectual Property to the Assignee on the terms set out below.

AGREEMENT

1 **Definitions**

In this Assignment the following words shall have the following meanings:-

Assignor's Respiratory Products: the Assignor's digital spirometer and peakflow meter products together with all related accessories (including without limitation, mouthpieces, cradles and filters), specifications, assembly drawings and instructions, bills of material and parts lists and all relevant regulatory approvals, all related design and marketing materials, tooling, moulds and machinery, including Software, together with those patents and patent applications listed in Schedule A;

Asset Purchase Agreement: the agreement between Ferraris Group, Inc., Ferraris Group plc, PiKo Healthcare Products, Inc., and PiKo Healthcare Products (HK) Ltd effective as of 22 January 2003;

Business Days: any day which is not a Saturday, a Sunday or a bank or a public holiday in England;

Business IP: has the meaning given to it in clause 2.2 of this Agreement;

Effective Date: the date entered above on the title page of this agreement;

Group Company: any company which is a member of the same group as the Assignor as the same is defined in section 53 Companies Act 1989;

Intellectual Property: means all current and future intellectual property rights and any similar or analogous intangible rights and privileges which subsist by virtue of the Asset Purchase Agreement or the PiKo Products Agreement, in the Assignor's Respiratory Products, and all of the patent applications listed in Schedule B;

Parties: the parties to this Assignment;

PiKo Products: as defined under the PiKo Products Agreement;

PiKo Products Agreement: means the agreement between Ferraris Group, Inc., Ferraris Group plc, Pocket Healthcare Products, Inc., and PiKo Healthcare Products (HK) Ltd dated 8 March 2005;

Proceeding: any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any court, governmental body or arbitrator;

Software: all computer software, including the KAMP and PAL programmes, and subsequent versions thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith, use and connection with the PiKo Products or other Assets (both, as defined under the PiKo Products Agreement); and

SPA: means the Share Sale and Purchase Agreement relating to ZAN Messgerate GmbH, Ferraris Respiratory Europe Limited and Ferraris Respiratory Inc entered into by Ferraris Group Plc and nSpire Health, LLC on or about the date of this Agreement.

2 Assignment

2.1 In consideration of the sum of USD\$10,000, receipt of which is acknowledged by the Assignor, the Assignor transfers and assigns to the Assignee all right, title and interest in the Intellectual Property (save that, in respect of the patent applications set out in Schedule B, the Assignor shall only transfer and assign such right title and interest in such patent applications to the extent that it has legal and beneficial ownership of the same), including the right to sue for past infringement, and for the avoidance of doubt any goodwill in the same.

2.2 Without prejudice to clause 2.1, in the event that the Assignor or Assignee discovers, at any time following the date of this Agreement, that the Assignor or any Group Company owns any intellectual property rights or any similar or analogous intangible rights and privileges which have at any time prior to the date of this Agreement been used in connection with the manufacture and sale of respiratory products ("Business IP"), the Assignor agrees to assign all its right title and interest (to the extent that it has legal and beneficial ownership) in such Business IP, for nominal consideration, to the Assignee at the Assignee's sole cost. The provisions of clauses 3 and 5 of this Agreement shall not apply to the Business IP.

3 Warranty and Undertaking

3.1 The Assignor hereby warrants, represents and undertakes as follows (for the avoidance of doubt the Assignee shall only be able to bring a claim for breach of these warranties until the earlier of (i) 31 days after the completion of the audit of the Assignor's accounts for the year ending 31 December 2007, or (ii) 31 July 2008):-

- 3.1.1 that it is the legal and beneficial owner of the Intellectual Property (excluding the patent applications set out in Schedule B) which are held by it, so far as the Assignor is aware, free of any encumbrances;
- 3.1.2 that, so far as the Assignor is aware, the Intellectual Property (excluding the patent applications set out in Schedule B) constitutes all of the rights needed to make use of and sell the PiKo Products;
- 3.1.3 that at the expense of the Assignee, the Assignor shall do, execute and perform all and any such further necessary acts, deeds, documents and things in such manner and at such locations as may be reasonably required by the Assignee in order to obtain, protect, perfect or enforce any of the rights granted or confirmed to the Assignee pursuant to this Assignment and including all necessary registration forms and applications;
- 3.1.4 that, so far as the Assignor is aware, none of the Intellectual Property (excluding the patent applications set out in Schedule B) has been the subject of a claim by any third party (including any employee) that the Assignor is not the sole legal and beneficial owner of the Intellectual Property; and
- 3.1.5 that none of the Intellectual Property (excluding the patent applications set out in Schedule B) is the subject of any pending or threatened Proceedings nor are there any facts or matters of which the Assignor is aware which might give rise to any such Proceedings nor, so far as the Assignor is aware, does the Intellectual Property infringe any third party rights.
- 3.2 Clause 3.1 above shall apply mutatis mutandis in relation to the patent applications set out in Schedule B except that in each case the warranty shall be subject to the awareness of the Assignor.
- 4 Limitation of Liability**
- 4.1 The Assignor shall not be liable to the Assignee for any indirect loss of profit, revenue, goodwill or data arising out of or in connection with this Agreement (including by reason of the Assignor's negligence).
- 4.2 The Assignor shall not be liable to the Assignee for any punitive, exemplary or indirect loss arising out of or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of the Assignor's negligence) whether or not the Assignor had been informed of or was aware that there was a serious possibility of such loss.
- 4.3 The Assignor's total liability to the Assignee arising under or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of the Assignor's negligence) in contract, tort or otherwise shall be limited to USD \$500,000 (and for the avoidance of doubt any amount claimed under this cap shall count towards the aggregate liability as set out in the SPA).
- 4.4 Notwithstanding any contrary provision in this Agreement, the Assignor does not limit or exclude its liability in respect of:
- 4.4.1 any death or personal injury caused by its negligence;

- 4.4.2 any fraud or wilful misconduct;
- 4.4.3 any breach of the Sale of Goods Act 1979 section 12 or any other implied condition as to title; and
- 4.4.4 any other statutory or other liability which cannot be excluded under applicable law.

5 Moral Rights

The Assignor waives all moral rights in respect of all of the Intellectual Property owned and/or assigned to the Assignee under this Agreement arising under the Copyright, Designs and Patents Act 1988 or any other similar or analogous rights throughout the world, to the fullest extent permissible by applicable law.

6 General

- 6.1 The Parties shall, and shall use their respective reasonable endeavours to procure that any necessary third party shall, do and execute and perform at the Assignor's reasonable cost all such further deeds, documents, assurances, acts and things as either of them may reasonably require by notice in writing to give effect to the terms of this Assignment.
- 6.2 This Assignment constitutes the entire agreement between, and understanding of, the Parties with respect to the subject matter of this Assignment and supersedes any other prior written or oral agreement(s) or arrangement(s) between the Parties in relation thereto.
- 6.3 If one or more of the provisions or part(s) of a provision of this Assignment are at any time found to be invalid by a court, tribunal or other forum of competent jurisdiction, or rendered unenforceable, that decision shall not invalidate or void the remainder of this Assignment or, in the case of such a decision in relation to a part of a provision, that decision shall not invalidate or void the remainder of that provision. This Assignment shall be deemed amended by modifying or severing such provisions or parts of provisions as necessary to render it valid, legal and enforceable while preserving its intent, or if that is not possible, by substituting another provision or another part of a provision that is valid, legal and enforceable which materially gives effect to the Parties' intent.
- 6.4 Unless expressly provided otherwise, all representations, warranties, undertakings, agreements and obligations made, given or entered into in this Assignment by more than one person are made, given or entered into jointly and severally.
- 6.5 This Assignment may be amended, modified, superseded or cancelled and any of its terms, covenants, representations, warranties, undertakings or conditions waived only by an instrument in writing signed by (or by some person duly authorised by) the Parties or, in the case of a waiver by the Party waiving compliance.
- 6.6 This Assignment is in addition to and shall not merge with or otherwise affect any other right, remedy or security now or hereafter held by the Assignee and may be enforced notwithstanding the existence of the same.

6.7 This Assignment may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement.

7 Rights of Third Parties

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

8 Notices

8.1 Any notice to be served in connection with this Assignment shall be in writing (which, for the avoidance of doubt, shall include facsimile transmission) and any notice or other correspondence under or in connection with this Assignment shall be delivered or transmitted by facsimile transmission or by registered mail to the Assignor to the address set out against its name at the head of this Assignment or at any other address from time to time notified by the Assignor to the Assignee.

8.2 Any such notice or correspondence shall be deemed to have been served as follows:-

8.2.1 in the case of delivery, on delivery if delivered between 9.00 a.m. and 5.00 p.m on a Business Day and, if delivered outside such hours, at the time when such hours re-commence on the first business day following delivery;

8.2.2 in the case of service by registered mail, on the third Business Day after the day on which it was posted; or

8.2.3 in the case of facsimile transmission (subject to printed confirmation of error free transmission) on the day it is transmitted provided that if that day is not a Business Day or, being a Business Day, transmission takes place after 5.00 p.m, then at 9.00 a.m. on the first Business Day following transmission of the notice.

8.3 Subject as provided in Clause 8.2, in proving such service (other than service by facsimile transmission) it shall be sufficient to prove that the notice or correspondence was properly addressed and left at or posted by registered mail to the place to which it was so addressed.

8.4 For the avoidance of doubt, notice given under this Assignment shall not be validly served if sent by e-mail.

8.5 The Assignee hereby irrevocably appoints Stephen Maffey of SJ Berwin, LLP as its agent to receive on its behalf in England service of any proceedings arising out of or in connection with this Agreement. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Assignee).

9 Governing Law and Jurisdiction

This Assignment is governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Courts as regards any claim, dispute or matter arising out of or relating to this Assignment or any of the documents to be executed pursuant to this Assignment.

The Parties or their duly authorised representatives have accordingly executed this Assignment on the date stated above.

EXECUTED by
FERRARIS GROUP, INC.
acting by

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SGD —

SG DIGTON

Director/Secretary

EXECUTED by
NSPIRE HEALTH LLC
acting by

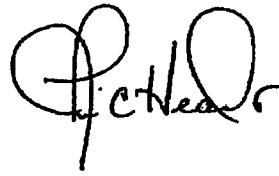
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Director/Secretary

EXECUTED BY)
FERRARIS GROUP, INC.)
acting by)

Director/Secretary

EXECUTED BY)
NSPIRE HEALTH LLC)
acting by)



JOHN HEAD

Director/Secretary