

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		07/22/2008	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Westmed Holding Company		
Street Address:	109 Inverness Drive East		
Internal Address:	Suite A		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1884808	HEART	
Registration Number:	1898790	MINIHEART	
CORRESPONDENCE DATA			
Fax Number:	(801)933-7373		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-933-8926		
Email:	russell.sonya@dorsey.com		
Correspondent Name:	Sonya Russell		
Address Line 1:	136 South Main Street		
Address Line 2:	Suite 1000		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	458653-108		
NAME OF SUBMITTER:	Sonya Russell		

CH \$65.00 1884808

Signature:

/s/ sonya russell

Date:

07/22/2008

Total Attachments: 4

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**TERMINATION AND RELEASE
OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT dated as of July __, 2008, by WELLS FARGO BANK, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division.

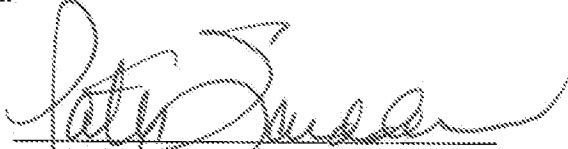
WHEREAS, Westmed Holding Company, a Colorado corporation (the "Grantor") and the Secured Party entered into a Patent and Trademark Security Agreement, dated as of November 27, 2006 (the "Security Agreement") which Security Agreement was recorded with the United States Patent and Trademark Office. Issued Patents were recorded on December 18, 2006, at Reel 018668, Frame 0740, and Issued Trademarks recorded on December 22, 2006, at Reel 3450, Frame 0354, for the purpose of collateral security for all indebtedness and obligations of the Grantor to the Secured Party arising under a certain Credit Agreement (as defined in the Security Agreement);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor pledged and assigned to the Secured Party, and granted the Secured Party a security interest with power of sale in, the Patents (as defined in the Security Agreement), including, without limitation, the patents listed on Exhibit A hereto, and the Trademarks (as defined in the Security Agreement) including, without limitation, the marks listed on Exhibit B hereto. The Patents and the Trademarks are referred to herein collectively as the "Intellectual Property"; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Intellectual Property as herein provided:

NOW, THEREFORE, for valuable consideration the Secured Party hereby terminates and releases its security interest in the Intellectual Property, including, without limitation, the Patents listed on Exhibit A hereto and the Trademarks listed on Exhibit B hereto, and the Secured Party hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such Intellectual Property, effective as of the date set forth above.

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting
through its WELLS FARGO BUSINESS CREDIT operating
division

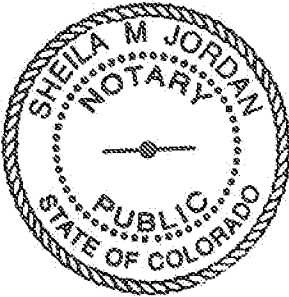
By: 
Name: Patti Scudder
Title: Assistant Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of July, 2008, by Patti Scudder, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Sheila M. Jordan
Notary Public



My Commission Expires 7/20/2009

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
INTERMITTENT SIGNAL ACTUATED NEBULIZER	4,832,012	05/23/1989
UNIVERSAL NEBULIZER	5,287,847	02/22/1994
MEDICINAL AEROSOL DELIVERY SYSTEM AND METHOD OF USE	5,287,849	02/22/1994
INTERMITTENT SIGNAL ACTUATED NEBULIZER SYNCHRONIZED TO OPERATE IN THE EXHALATION PHASE, AND ITS METHOD OF USE	5,322,057	06/21/1994
BREATH ACTUATED MEDICINAL AEROSOL DELIVERY APPARATUS	5,479,920	01/02/1996

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HEART	1,884,808	03/21/1995
MINIHEART	1,898,790	06/13/1995

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
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NONE

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE