

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/08/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Air Lift Unlimited, Inc.		03/08/2012
			Entity Type
			CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Pyramid Industries, LLC		
Doing Business As:	DBA Meridian Medical		
Street Address:	3911 Schaad Road		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37931		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3191139	ZEPHYR
	Registration Number:	2807835	CAREFORE MEDICAL
CORRESPONDENCE DATA			
Fax Number:	(865)215-1001		
Phone:	8657690299		
Email:	lharris@wmbac.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michael C. Cofer		
Address Line 1:	3911 Schaad Road		
Address Line 4:	Knoxville, TENNESSEE 37921		
ATTORNEY DOCKET NUMBER:	022268.0008		
NAME OF SUBMITTER:	Lindy D. Harris		

OP \$65.00 3191139

Signature:	/Lindy D. Harris/
Date:	03/22/2012
Total Attachments: 6 source=DOC_00021#page1.tif source=DOC_00021#page2.tif source=DOC_00020#page1.tif source=DOC_00020#page2.tif source=DOC_00020#page3.tif source=DOC_00022#page1.tif	



**Word Mark** CAREFORE MEDICAL

**Goods and Services** IC 010. US 026 039 044. G & S: MEDICAL DEVICES; NAMELY, NASAL CPAP (CONTINUOUS POSITIVE AIRWAY PRESSURE) MACHINES, MASKS, HEADGEAR, TUBING; OXYGEN THERAPY EQUIPMENT; NAMELY MASKS, CANNULA, TUBING, REGULATORS, AND FLOW METERS; OXYGEN CONCENTRATORS FOR USE IN RESPIRATORY THERAPY AND FILTERS, PARTS AND ACCESSORIES THEREFOR COMPRISED OF FILTERS, HUMIDIFIER HOSES, OXYGEN OUTLETS, SPOUTS WITH METAL INSERTS, PRE-FILTER HOUSINGS, PRE-FILTERS, COMPRESSOR PARTS, NITROGEN SELECTIVE MOLECULAR SIEVE CANISTERS, CIRCUIT BREAKERS, HOUR METERS, CAPACITORS, COOLING FANS AND PRINTED CIRCUIT BOARDS; VENTILATOR ACCESSORIES SOLD AS INTEGRAL COMPONENTS OF MEDICAL VENTILATORS, NAMELY, VENTILATOR CIRCUITS; INTERMITTENT POSITIVE PRESSURE BREATHING (IPPB) CIRCUITS, FILTERS, TUBING, WATER TRAPS, POSITIVE END-EXPIRATORY PRESSURE (PEEP) VALVES AND CONNECTORS; MEDICATION AND AEROSOL THERAPY EQUIPMENT, NAMELY, MASKS, FACE TENTS, TUBING, AIR COMPRESSORS, NEBULIZERS AND HUMIDIFIERS; MONITORING PRODUCTS FOR RESPIRATORY THERAPY, NAMELY, OXYGEN ANALYZERS, OXYGEN SENSORS, PULSE OXIMETER SENSORS AND PROBE WRAPS; SUCTION THERAPY PRODUCTS; NAMELY, ASPIRATORS, SUCTION CANISTERS, SUCTION CONNECTING TUBING, HYDROPHOBIC SUCTION FILTERS; SUCTION CATHETERS, NEONATAL SUCTION KITS COMPRISED OF SUCTION CATHETERS WITH CONTROL VALVE AND DeLEE TIPS, YANKAUER SUCTION TIPS, VACUUM PRESSURE GAUGES, AND HOSPITAL SUCTION SYSTEMS COMPRISED OF SUCTION REGULATORS, SUCTION CANISTERS, SUCTION CONNECTION TUBING, SUCTION FILTERS AND SUCTION CATHETERS; PULMONARY THERAPY PRODUCTS, NAMELY, AEROSOL HOLDING CHAMBERS, LINEAR PERCUSSORS, PALM CUPS, INCENTIVE SPIROMETERS, PEAK FLOW METERS, NEGATIVE INSPIRATORY FORCE (NIF) METERS, AND RESPIROMETERS; TRACHEOSTOMY CARE PRODUCTS, NAMELY, TRACHEOSTOMY MASKS, TRACHEOSTOMY CARE KITS COMPRISED OF GLOVES, DRAPES, PIPE CLEANERS, GAUZE COTTON TIPPED APPLICATORS, CLEANING BRUSHES AND TWILL TAPE, TRACHEOSTOMY TUBE HOLDERS, TRACHEOSTOMY TUBES, AND TRACHEOSTOMY ACCESSORIES COMPRISING TRACH ADAPTORS, AND EXTENSION TUBES. RESPIRATORY AND ANAESTHESIA FILTERS, NAMELY, MAIN FLOW VIRAL/BACTERIA FILTERS, NEBULIZER/PROXIMAL LINE FILTERS, PULMONARY FUNCTION FILTERS, HYGROSCOPIC CONDENSER HUMIDIFYING FILTERS, HIGH-EFFICIENCY PARTICULATE AIR (HEPA) FILTERS, HEAT AND MOISTURE EXCHANGER (HME) FILTERS; ANESTHESIA ACCESSORIES, NAMELY, AIR CUSHION FACE MASKS AND HARNESS, BREATHING BAGS, ANESTHESIA BREATHING CIRCUITS, HYPERINFLATION SYSTEMS COMPRISED OF GAS SAMPLING FILTERS AND GAS SAMPLING LINES; GLOVES FOR MEDICAL USE. FIRST USE: 20020205. FIRST USE IN COMMERCE: 20020205

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 26.01.06 - Circles, semi; Semi-circles  
26.09.21 - Squares that are completely or partially shaded

**Serial Number** 76372014

**Filing Date** February 19, 2002

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BUS\_REV4264722.2  
742151.2

**TRADEMARK**  
**REEL: 004741 FRAME: 0519**

**Current Filing Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** November 4, 2003  
**Registration Number** 2807835  
**Registration Date** January 27, 2004  
**Owner** (REGISTRANT) CAREFORE MEDICAL, INC. CORPORATION KANSAS 11605 S. Alden St.  
Olathe KANSAS 66062  
(LAST LISTED OWNER) AIR LIFT UNLIMITED, INC. CORPORATION COLORADO 1212  
KERR GULCH RD EVERGREEN COLORADO 80439  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** David E. Sipiora  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEDICAL" APART FROM THE  
MARK AS SHOWN  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 8 (6-YR).  
**Live/Dead Indicator** LIVE

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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“**Agreement**”) is made and entered into as of the 8<sup>th</sup> day of March, 2012 by and between AIR LIFT UNLIMITED INC., a Colorado corporation (“**Assignor**”), and PYRAMID INDUSTRIES, LLC d/b/a MERIDIAN MEDICAL, a Tennessee limited liability company (“**Assignee**”).

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks listed on Schedule A attached hereto, and all trademark registrations identified thereon or related thereto (collectively, the “**Marks**”); and,

WHEREAS, Assignor has assigned all right, title and interest in, to and under said Marks and the registrations thereof to Assignee pursuant to an Asset Purchase Agreement (the “**Asset Purchase Agreement**”) of even date herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns, transfers, sells, and sets over unto Assignee all right, title, and interest, in, to, and under the said Marks and registrations, together with the business associated with such Marks and the goodwill of the Assignor symbolized by and associated with said Marks, and all common law rights associated with said Marks, and all rights and privileges granted and secured thereby, including the right to sue and recover for any past, present or future infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Agreement and sale had not been made, together with all claims by Assignor for damages by reason of past infringement of the Marks with the right to sue for, and collect the same for Assignee’s own use and benefit, and for the use and benefit of Assignee’s successors and assigns.

2. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record trademarks, trademark registrations, trademark applications and title thereto, including, but not limited to, the United States Patent and Trademark Office, to transfer ownership and registration of the Marks to Assignee, including any renewals thereof, and to issue to Assignee and its successors and assigns all rights, title and interest thereto.

3. Assignor agrees to fully cooperate with Assignee in transferring all rights to the Marks to Assignee in accordance herewith and to execute all lawful documents, and make all rightful oaths and declarations, which may be reasonably required, all at the sole cost and expense of Assignee, but at no remuneration to Assignee, including all documents in the U.S. and foreign jurisdictions, in recordable form, necessary to vest title to the Marks and all other rights transferred and assigned by this Agreement in Assignee.

4. Assignor hereby grants to Assignee a perpetual and irrevocable power of attorney to execute all documents on behalf of Assignor reasonably necessary or desirable in order to consummate more effectively the transactions contemplated by this Agreement.

5. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware, without regard to the choice of law provisions thereof.

6. The person signing below on behalf of Assignor has the requisite power and authority to execute, deliver and perform this Agreement.

7. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ASSIGNOR:

AIR LIFT UNLIMITED INC., a Colorado corporation

By: D. Gray Behrhorst  
Name: D. GRAY Behrhorst  
Title: President

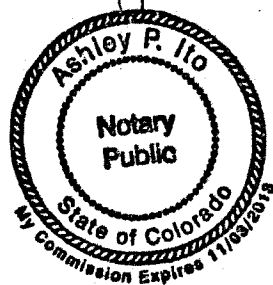
STATE OF COLORADO )  
COUNTY OF Jefferson

Before me, a Notary Public in and for the state and county aforesaid, personally appeared D. Gray Behrhorst, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of AIR LIFT UNLIMITED INC., a Colorado corporation, the within named bargainer, and that, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal, this 8<sup>th</sup> day of March, 2012.

Ashley P. Ito  
Notary Public

My Commission Expires:  
11/3/2013



ASSIGNEE:

PYRAMID INDUSTRIES, LLC d/b/a MERIDIAN  
MEDICAL, a Tennessee limited liability company

By: *[Signature]*  
Name: Michael C. Cofr  
Title: President

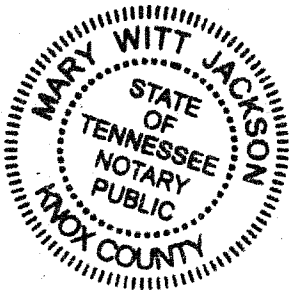
STATE OF TENNESSEE )  
COUNTY OF Knox )

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Michael C. Cofr, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of PYRAMID INDUSTRIES, LLC d/b/a MERIDIAN MEDICAL, a Tennessee limited liability company, the within named bargainer, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as President.

Witness my hand and seal, this 7th day of March, 2012.

*Mary Witt Jackson*  
Notary Public

My Commission Expires:  
1-26-2016



**SCHEDULE A**

**ASSIGNED TRADEMARKS**

**Word Mark** ZEPHYR  
**Goods and Services** IC 010. US 026 039 044. G & S: BACKPACK TYPE MEDICAL BAGS DESIGNED TO HOLD PORTABLE OXYGEN DISPENSERS, MEDICATIONS, FIRST AID PACKAGES, AND MEDICAL SUPPLIES. FIRST USE: 20050201. FIRST USE IN COMMERCE: 20050201  
IC 018. US 001 002 003 022 041. G & S: ALL-PURPOSE CARRYING BAGS, SATCHELS, KNAPSACKS, DUFFEL BAGS, SUITCASES AND GYM BAGS. FIRST USE: 20050201. FIRST USE IN COMMERCE: 20050201

**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 78549331  
**Filing Date** January 18, 2005  
**Current Filing Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** October 17, 2006  
**Registration Number** 3191139  
**International Registration Number** 0857443  
**Registration Date** January 2, 2007  
**Owner** (REGISTRANT) Air Lift Unlimited Inc. CORPORATION COLORADO 1212 Kerr Gulch Road Evergreen COLORADO 80439  
**Attorney of Record** David E. Sipiora  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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