

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Emergent Respiratory, LLC		07/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Next Life Medical Corporation		
<b>Doing Business As:</b>	Emergent Respiratory		
<b>Street Address:</b>	1656 Ord Way		
<b>City:</b>	Oceanside		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92056		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3738885	PORTO2VENT	
<b>Serial Number:</b>	77636440	PORTO2VENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	866-411-4368		
<b>Email:</b>	chris@nextlifemedical.com		
<b>Correspondent Name:</b>	Christopher Oleksy		
<b>Address Line 1:</b>	1656 Ord Way		
<b>Address Line 4:</b>	Oceanside, CALIFORNIA 92056		
<b>NAME OF SUBMITTER:</b>	Christopher A Oleksy		
<b>SIGNATURE:</b>	/Christopher A Oleksy/		
<b>DATE SIGNED:</b>	05/19/2017		
<b>Total Attachments: 3</b>			
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OP \$65.00 3738885

**CONFIRMATORY TRADEMARK ASSIGNMENT FORM**  
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

WHEREAS, Emergent Respiratory, LLC, a limited liability company, with offices at 7333 E. Doubletree Road, #D-22, Scottsdale, AZ 85258 (“ASSIGNOR”), may own certain Trademark applications and registrations, as set forth in Attachment 1 attached hereto and incorporated herein by this reference (“TRADEMARKS”); and

WHEREAS, Next Life Medical Corporation, a Corporation with offices at 1656 Ord Way Oceanside, CA 92056, (“ASSIGNEE”), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS;

WHEREAS, ASSIGNOR desires to assign ASSIGNOR’s rights, title and interest in and to the TRADEMARKS to ASSIGNEE;

WHEREAS, ASSIGNOR assigns the rights, title and interest in and to the TRADEMARKS as-is, and makes no representations or warranties as to the validity or enforceability of each of the TRADEMARKS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Asset Purchase Agreement of event date July 1, 2016, (the ‘PURCHASE AGREEMENT’), assigning, among other things, all right, title and interest in and to the TRADEMARKS from ASSIGNOR to ASSIGNEE.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the TRADEMARKS, including all U.S. applications and registrations, and all related foreign applications and registrations for the TRADEMARKS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the TRADEMARKS

FURTHERMORE, no provisions set forth in this Assignment shall be deemed to enlarge, alter or amend the terms and provisions of the Purchase Agreement; and in the event of conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 5<sup>th</sup> day of May, 2017.

Emergent Respiratory, LLC

By: [Signature]

Name: Paul J. Jazwin

Title: CFO

STATE OF ARIZONA

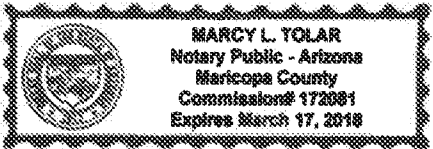
COUNTY OF MARICOPA

On May 5, 2017, before me, the undersigned notary public in and for said County and State, personally appeared PAUL J. JAZWIN

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 an 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.



[Signature]

My commission expires on 3-17-18

ATTACHMENT 1

US Trademark Reg. No. 3,738,885