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To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20530, for the attached original documents or copy thereof.

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| <p>1. Name of conveying party(ies):<br/>Inhalation Plastics, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>  | <p>2. Name and address of receiving party(ies)</p> <p>Name: Medex Cardio-Pulmonary, Inc.</p> <p>Internal Address:<br/>Street Address: 6250 Shier-Rings Road</p> <p>City: Dublin State: OH ZIP: 43016</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Date of Execution: October 8, 2002 (eff: May 10, 2002)</p> |  |

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

|  |  |
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| <p>A. Trademark Application No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>B. Trademark No.(s) 1,531,833; 1,531,835; 1,925,297; 2,049,389; 2,268,819</p> |
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|---|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Kurt L. Grossman</p> <p>Internal Address: WOOD, HERRON &amp; EVANS, L.L.P.</p> <p>Street Address: 2700 Carew Tower<br/>441 Vine Street</p> <p>City: Cincinnati State: OH ZIP: 45202</p> | <p>6. Total number of applications and trademarks involved: <u>5</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ 140.00<br/><input checked="" type="checkbox"/> Enclosed<br/><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:<br/>23-3000<br/>(Attach duplicate copy of this page if paying by deposit account)</p> |
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FINANCE SECTION  
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01 FC:8521 10.00 OP  
02 FC:8522 100.00 OP

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kurt L. Grossman \_\_\_\_\_ October 11, 2002  
Name of Person Signing Signature Date

Total number of pages including cover sheet: 4

OVR No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:  
**Commissioner of Patents and Trademarks  
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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PD2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20253.

**Assignment of Trademarks**

This Assignment is made effective as of the 10th day of May, 2002, by Inhalation Plastics, Inc., an Illinois corporation, with offices at 3217 North Kilpatrick Avenue, Chicago, Illinois 60641 ("Assignor"), in favor of Medex Cardio-Pulmonary, Inc., an Ohio corporation, with offices at 6250 Shier-Rings Road, Dublin, Ohio 43016 ("Medex C-P").

**WHEREAS**, Assignor is the owner of the trademarks listed on exhibit A attached hereto (collectively "the Trademarks"); and

**WHEREAS**, pursuant to an Agreement for Purchase and Sale of Assets effective as of even date herewith (the "Asset Agreement"), between Assignor and Medex C-P, Assignor has agreed to sell, assign and transfer all right, title and interest in and to the Trademarks, including the goodwill associated therewith, to Medex C-P.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Medex C-P, all right, title and interest in and to the Trademarks, including the goodwill associated therewith, free and clear of all liens and encumbrances.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the day and year first above written.

**Assignor**

**INHALATION PLASTICS, INC.**

By: Walter Levine, as President  
Walter Levine, President

Chic  
State of Illinois )  
Franklin ) ss.  
County of ~~Cook~~ )

The foregoing was subscribed and sworn to before me this 10<sup>th</sup> day of October, 2002, by Walter Levine, as President of Assignor.

Witness my hand and official seal.

(Notarial Seal)

Patricia A. Oxyer  
Notary Public  
My Commission Expires 5-16-03

-1- Patricia A. Oxyer  
Notary Public, State of Ohio  
My Commission Expires 5-16-03

-2-

MEDEX CARDIO-PULMONARY, INC.

By: *Dominick Arena*  
Dominick Arena, President

State of Ohio )  
 ) ss.  
County of Lorain )

The foregoing was subscribed and sworn to before me this 9<sup>th</sup> day of October, 2002, by Dominick Arena, as President of Medex Cardio-Pulmonary.

Witness my hand and official seal.

(Notarial Seal)

*Patricia A. Oxyer*  
Notary Public  
My Commission Expires 5-16-03

Patricia A. Oxyer  
Notary Public, State of Ohio  
My Commission Expires 5-16-03

**EXHIBIT "A"**  
**ASSIGNMENT OF TRADEMARKS**

The following names or marks are being assigned hereby:

| <u>Mark</u>               | <u>Reg./Ser. No.</u>    | <u>Country</u>      | <u>Issue Date</u> |
|---------------------------|-------------------------|---------------------|-------------------|
| AEROGARD II               | 2,268,819<br>Common Law | U.S.A.<br>Worldwide | August 10, 1999   |
| AEROMIST                  | Common Law              | Worldwide           |                   |
| AIR EASY                  | Common Law              | Worldwide           |                   |
| FILT-R-ALL                | Common Law              | Worldwide           |                   |
| PRESSUREEASY              | 1,531,833<br>Common Law | U.S.A.<br>Worldwide | March 28, 1989    |
| SECUREEASY                | 1,531,835<br>Common Law | U.S.A.<br>Worldwide | March 28, 1989    |
| SOLUTION II               | Common Law              | Worldwide           |                   |
| STER-O <sub>2</sub> -MIST | 1,062,601<br>Common Law | U.S.A.<br>Worldwide | April 5, 1977     |
| THERMO-TROL               | 1,925,297<br>Common Law | U.S.A.<br>Worldwide | October 10, 1995  |
| ULTRAFLEX                 | Common Law              | Worldwide           |                   |
| UNIFLEX                   | Common Law              | Worldwide           |                   |
| VENTIFLEX                 | Common Law              | Worldwide           |                   |
| VITAL-STAT                | 2,049,389<br>Common Law | U.S.A.<br>Worldwide | April 1, 1997     |

Each of the above together with the goodwill associated therewith and all rights appurtenant to the name or mark, including under the common law with the right to recover for past infringements thereof.

**"ASSIGNOR"**

**INHALATION PLASTICS, INC.**

By: *Walter Levine, as President*  
Walter Levine, President

**TRADEMARK**

**RECORDED: 10/23/2002**

**REEL: 2606 FRAME: 0543**