

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Air Liquide Healthcare America		01/16/2004	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	L'Air Liquide, Société Anonyme à Directoire et Conseil de Surveillance pour l'Etude et l'Exploitation des Procédés Georges Claude		
<b>Street Address:</b>	75 Quai d'Orsay		
<b>City:</b>	Paris		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	75007		
<b>Entity Type:</b>	CORPORATION: FRANCE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1436163	VITALAIRE	
Registration Number:	1439812	VITALAIRE	
Registration Number:	1439857	VITALAIRE	
Registration Number:	1556109	VITALAIRE	
Registration Number:	1647735	VITALAIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)624-8950		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713.624.8956		
<b>Email:</b>	linda.russell@airliquide.com		
<b>Correspondent Name:</b>	Linda Russell		
<b>Address Line 1:</b>	2700 Post Oak Blvd., Ste. 1800		
<b>Address Line 4:</b>	Houston, TEXAS 77056		

CH \$140.00 1436163

DOMESTIC REPRESENTATIVE

**900030034**

**TRADEMARK  
 REEL: 003139 FRAME: 0465**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Linda Russell

Signature:

/linda russell/

Date:

08/12/2005

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

Between,

Air Liquide Healthcare America Corporation, a company incorporated under the laws of the State of Florida, United States of America, Inc. with a principal place of business at 1025 Greenwood Blvd., #175, Lake Mary, FL 32746 (hereinafter the "Assignor"); and

L'Air Liquide, Société Anonyme à Directoire et Conseil de Surveillance pour l'Etude et l'Exploitation des Procédés Georges Claude, a corporation organized under and by virtue of the laws of France with a principal place of business at 75 Quai d'Orsay, 75007 Paris, France (hereinafter called "Assignee").

WHEREAS, Assignor has adopted and owns the following Trademark "VITALAIRE" in the following countries in connection with the following goods and/or services:

*Class 05 for "liquid and high pressure oxygen gas provided in cylinders for hospital, clinic and home environment use"; Class 06 for "cylinders and containers to be sold without gas therein for use in a clinical, home and travel environment"; Class 10 for "Medical apparatus, namely oxygen concentrators form of oxygen for a home use" and Class 42 for "Medical equipment rental services; namely respirators oxygen suppliers, ventilators, nebulizers and related breathing apparatus, therapy services, and retail respirators, oxygen suppliers, ventilators, nebulizers and related breathing apparatus store services."*

Country	Registration number	Class	Registration date	Status event	Next renewal
Argentina	1.666.417	9	08/07/1987	REGISTERED	28/04/2008
	1.666.419	10			
	1.666.416	42			
Brazil	813.330.432	1	21/02/1989	REGISTERED	21/02/2009
	813.330.440	9	21/02/1989		21/02/2009
	813.330.467	20	21/02/1989		21/02/2009
	813.330.459	39	07/03/1989		07/03/2009
Canada	353.019		10/03/1989	REGISTERED	10/03/1989
Canada	493.976		05/05/1998	REGISTERED	05/05/2013
United States	1.436.163	5	14/04/1987	REGISTERED	14/04/2007
	1.439.812	6	19/05/1987		19/05/2007
	1.439.857	10	19/05/1987		19/05/2007
	1.556.109	36	12/09/1989		12/09/2009
	1.647.735	42	11/06/1991		11/06/2011

WHEREAS, the parties agree that the Trademark VITALAIRE should be assigned to Assignee pursuant to the Air Liquide Group policy as of January 1, 2002.

WHEREAS, Assignee agrees to reimburse Assignor all costs related to the filing, registration and renewals of the Trademark VITALAIRE for the above countries incurred by the Assignee.

THEREFORE, BE IT KNOWN that Assignor hereby assigns and transfers unto Assignee the entire right, title and interest in and to the said Trademark, and registrations, and in and to any renewals and extensions that may be granted thereon, and any right to recover for past infringement thereof.

The Assignor represents and warrants to the Assignee:

- (a) the Assignor has the right, power and authority to enter into this agreement;
- (b) the Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) There are no claims, pending or threatened, with respect to the Assignor's rights in the Trademark;

The Assignor has taken all action to authorize the execution and delivery of this assignment, and this assignment constitutes the legal, valid and binding obligation of the Assignor. The Assignor agrees to execute and deliver any instruments or documents and to perform any acts, which may be necessary to carry this assignment into full effect.

The assignment of the Trademark shall be recorded with the relevant Trademark Offices by the Assignee at the Assignee's sole expenses.

In four (2) original copies

Air Liquide Healthcare America Corporation

By: *John N. Baird*

Name: John N. Baird  
Vice President, Legal  
and Corporate Affairs

Title: \_\_\_\_\_

Dated effective as of: January 16, 2004

State of TEXAS )

County of HARRIS ) ss.

Subscribed and sworn to me before me this 16<sup>th</sup> day of January 2004

*Cheryl R. Lero*  
Notary Public

My Commission expires: 2-18-07

*Miriam Crew*  
Witness

