

09-22-2000



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To the Honorable Commissioner		101468118		original documents or copy thereof.	
1. Name of the conveying party(ies): Ned. S. Rasor			2. Name and address of the receiving party(ies): Name: Capnia, Incorporated Street Address: 104 Smith Creek Drive City: Los Gatos State: CA Zip: 95030		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other					
Execution Date: August 15, 2000					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: August 15, 2000					
A. Patent Application No.(s) <u>09/638501</u>			B. Patent No.(s)		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jill L. Robinson Street Address: 95 Shuey Drive City: Moraga State: CA Zip: 94556			6. Total number of application and patents involved: 1		
			7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit Account Number: (Attach duplicate e copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement of 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					
Attorney Name of Person Signing: Jill L. Robinson			Signature: Date: August 30, 2000		
Total number of pages comprising coversheet, attachments and document: 3					

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PATENT
REEL: 011085 FRAME: 0001

ASSIGNMENT

WHEREAS, Ned S. Rasor (the "Inventor") having a post office address at is an inventor of the invention disclosed and claimed in for which an application for a United States Patent was executed on August 15, 2000 (the "Application"); and

WHEREAS, Capnia, Incorporated, a Delaware corporation, having a post office address at 104 Smith Creek Drive, Los Gatos, California 95030 (the "Assignee"), wishes to acquire the entire right, title and interest in and to the application and the invention disclosed therein, and in and to all embodiments of the invention conceived, made or discovered by the Inventor (collectively, the "Invention"), and in and to any and all patents, certificates of invention, governmental grants and other forms of protection thereon (individually and collectively "Patents") applied for or granted in the United States and/or any other countries.

NOW THEREFORE, in consideration of good and valuable consideration acknowledged by the Inventor to have been received in full from the Assignee:

1. The Inventor hereby sells, assigns, transfers and conveys to the Assignee, the full and exclusive right to the Invention in the United States and/or any other countries, and the entire right, title and interest in and to the Invention, the Application and any Patents that may issue therefrom. In addition to, and not in limitation of the foregoing, the Inventor hereby sells, assigns, transfers and conveys to the Assignee all rights (i) to apply for Patents, in all countries of the world, including the right to apply for patents pursuant to any international convention, treaty, agreement or understanding; (ii) in and to any applications filed and any Patents granted on said Invention in the United States and/or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (iii) in and to each and every reissue or extension of any Patents; and (iv) in and to each and every patent claim resulting from a reexamination certificate for any and/or all of the Patents.

2. The Inventor agrees to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right title and interest conveyed herein, in the United States and/or any other countries, including without limitation: prompt production of pertinent facts and documents, giving of testimony, executing of petition, oaths, specifications, declarations or other papers, and any other assistance deemed necessary or appropriate by the Assignee (i) for perfecting in the Assignee the right, title and interest conveyed herein; (ii) for prosecuting any application for a Patent, including the Application; (iii) for filing and prosecuting substitute, divisional, continuing, or additional applications covering the Invention; (iv) for filing and prosecuting applications for reissue of any Patents; (v) for interference or other

priority proceedings involving the Invention; and (vi) for legal proceedings involving the Invention, any applications and any Patents granted thereon, including, without limitation opposition proceedings, cancellation proceedings, compulsory license proceedings, priority contests, public use proceedings, reexamination proceedings, infringement actions and court actions; provided that the reasonable expenses incurred by the Inventor in providing such cooperation shall be paid for by the Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, his successors, assigns and other legal representatives, and shall be binding upon the Inventor, his heirs, legal representatives and assigns.

4. The Inventor warrants that he has not entered and will not enter into any assignment, contract or understanding in conflict herewith.

5. The Inventor hereby authorizes the Commission of Patent and Trademarks to issue any United States Patent that may issue from the Application to the Assignee, including the entire right, title and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which such Patent may be granted, as fully and entirely as the same would have been held by the Inventor had this Assignment and sale not been made.

IN WITNESS WHEREOF, the Inventor has executed and delivered this Assignment to the Assignee on the date of acknowledgement before the Notary Public as given below.

Ned S. Rasor

Ned S. Rasor

State of CALIFORNIA)
County of SANTA CLARA)

On AUGUST 15, 2000 before me, SHERYL L. MONDT,
personally appeared NED S. RASOR 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 his 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

Sheryl L. Mondt

