

06-21-2001



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its and Trademarks: Please record the attached original documents or copy thereof.

1. Name of the conveying party(ies):  
Ned S. Rasor

6.18.01

Additional name(s) of conveying party(ies)  
attached? ☐ Yes ☒ No

Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: April 18, 2001

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) and address(es) attached?

☐ Yes ☒ No

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:

A. Patent Application No.(s)

09/614,389

09/708,186

09/795,154

09/795,648

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ 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:

4

7. Total fee (37 CFR 3.41) \$~~78.00~~ 160.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate e copy of this page if paying  
by deposit account)

06/20/2001 DBYRME 00000054 09614389

01 FC:581

160.00 DP

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

Jill L. Robinson

Name of Person Signing

Signature

May 18, 2001  
Date

Total number of pages comprising coversheet, attachments and document: 3

ASSIGNMENT

WHEREAS, Ned S. Rasor (the "Inventor") having a post office address at 15601 Montebello Road, Cupertino, California is an inventor of the inventions disclosed and claimed in applications for United States Patent filed on July 12, 2000, U.S. Reg. No. 09/614,389; November 7, 2000, U.S. Reg. No. 09/708,186; February 27, 2001, U.S. Reg. No. 09/795,154; and February 28, 2001, U.S. Reg. No. 09/795,648 (the "Applications"); 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 Applications and the inventions disclosed therein, and in and to all embodiments of the inventions conceived, made or discovered by the Inventor (collectively, the "Inventions"), 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 the sum of \$1.00 dollar, the receipt of which is hereby acknowledged, and for 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 Inventions in the United States and/or any other countries, and the entire right, title and interest in and to the Inventions, the Applications 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 Inventions 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 Applications; (iii) for filing and prosecuting substitute, divisional, continuing, or additional applications covering the Inventions; (iv) for filing and prosecuting applications for reissue of any Patents; (v) for interference or other priority proceedings involving the Inventions; and (vi) for legal proceedings involving the Inventions, 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 Applications 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 Patents 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 APRIL 18, 2001 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/her 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

