



09-05-2002



102211674

DS

FORM PTO-1595
1-31-92

RECC

T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Somnus Medical Technologies, Inc. <i>18-2802</i></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: Gyrus ENT L.L.C.</p> <p>Street Address: 2925 Appling Road</p> <p>City/State/Zip: Bartlett, TN 38133</p> <p>Additional name(s) & 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 <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>July 18, 2002</u></p>	
<p>4. Application number(s) or patent number(s): <u>08/805,121</u></p> <p>If this document is being filed together with a new application, the execution date of the application is:</p>	
<p>A. Patent Application No.(s): <u>08/805,121</u></p>	<p>B. Patent No.(s): <u>5,817,049</u></p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Paul Davis Internal Address: SV 011.0A Heller Ehrman White & McAuliffe LLP 275 Middlefield Road Menlo Park, CA 94025-3506</p>	<p>6. Total number of applications and patents involved: <u>[1]</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>08-1641</u> (Attorney Docket No.: <u>39305-0789</u>)</p>

DO NOT USE THIS SPACE

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.

Paul Davis *[Signature]* 8/9/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [2]

09/04/2002 DBYRNE 00000063 5817049
01 FC:581 40.00 DP

Whereas, Somnus Medical Technologies, Inc., having a place of business at 284 North Wolfe Road, Sunnyvale, CA 94086, (hereinafter termed "Assignor"), owns 100% interest in the right and title in the invention described below (hereinafter "Said Invention,") entitled:

Method for Treatment of Airway Obstructions

- for which an application for United States Patent was filed on February 24, 1997, Application No. 08/805,121, now U.S. Pat. No.: 5,817,049; Issued October 6, 1998.
 for which an application for a United States Patent was executed on , and

WHEREAS, Gyrus ENT L.L.C., a corporation, having a place of business at 2925 Appling Road, Bartlett, TN, 38133, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

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

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee its entire right, title and interest (a) in and to Said Invention; (b) in and to all rights to apply for foreign patents on Said Invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Invention; and (f) for legal proceedings involving Said Invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.
4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

ASSIGNOR NAME: **Thomas Murphy**

Date: 7/18/02

By: Thomas Murphy
Title: President