

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08/REV03



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Patent and Trademark Office

102769157

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Steven D. Cross, Mathieu Herbette, Andrew J.G. Kelly, Daniel J. Myers, William W. Shen, Ryan D. Timmons, Curtis Tom, Justin M. Virgili, and Martin J. Wensley
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **Alexza Molecular Delivery Corporation**
Internal Address: _____
Street Address: **1001 East Meadow Circle**
City: **Palo Alto** State: **CA** ZIP: **94303**
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **05/28/2004**


4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is: **06/03/2004**
A. Patent Application No.(s)
10186155 L1
Additional numbers attached? Yes No

B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Elaine C. Stracker**
Internal Address: _____
06/16/2004 GTON11 00000044 502731 10061554
01 FC:8021 40.00 DA
Street Address: **Alexza Molecular Delivery Corporation**
1001 East Meadow Circle
City: **Palo Alto** State: **CA** ZIP: **94303**

6. Total number of applications and patents involved: **1**
7. Total fee (37 CFR 3.41):.....\$ **40.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number:
502731
(Attach duplicate copy of this page if paying by deposit account)

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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.
Elaine C. Stracker J.D., Ph.D.  **06/03/2004**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Steven D. Cross, Mathieu Herbette, Andrew J.G. Kelly, Daniel J. Myers, William W. Shen, Ryan D. Timmons, Curtis Tom, Justin M. Virgili, and Martin J. Wensley (hereinafter referred to as the assignors), residing at 10 Corwin Drive, Alamo, CA 94507, 971-6 Asilomar Terrace, Sunnyvale, CA 94086, 1750 University Avenue, Palo Alto, CA 94301, 1599 Morgan Street, Mountain View, California 94043, 765 North Rengstorff Avenue #27, CA 94043, 2240 California Street #14, Mountain View, CA 94040, 2237 Bunker Hill Drive, San Mateo, California 94402, 126 E. Charleston Road, Palo Alto, CA 94306, 88 King Street, #618, San Francisco, CA 94107 respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in a patent application entitled MULTIPLE DOSE CONDENSATION AEROSOL DEVICES AND METHODS OF FORMING CONDENSATION AEROSOLS, set forth in a Non-provisional application in the United States Patent and Trademark Office; filed on June 3, 2004; and

WHEREAS, ALEXZA Molecular Delivery Corporation, a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1001 East Meadow Circle, Palo Alto, California 94303 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon:

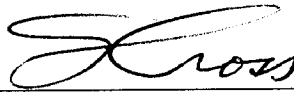
NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

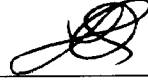
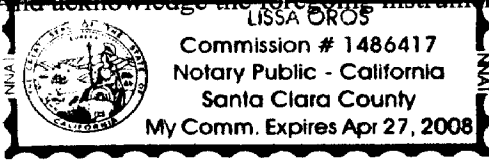
Executed this 28th day of May, 2004.
at Palo Alto, California



(Signature of Inventor)

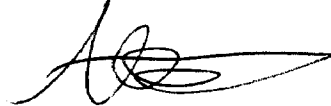
State of California)
County of Santa Clara)

Before me personally appeared said Steven D. Cross
And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



(Notary Public)

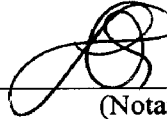
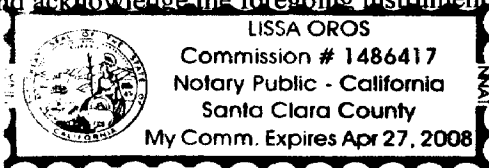
Executed this 28th day of May, 2004.
at Palo Alto, California



(Signature of Inventor)

State of California)
County of Santa Clara)

Before me personally appeared said Matthieu Herbette
And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



(Notary Public)

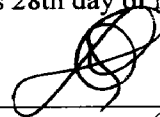
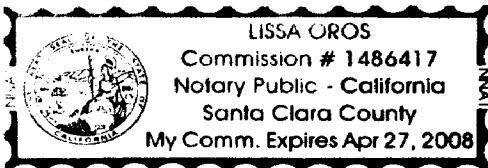
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at Palo Alto, California



(Signature of Inventor)

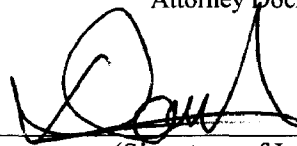
State of California)
County of Santa Clara)

Before me personally appeared said Andrew J.G. Kelly
And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



(Notary Public)

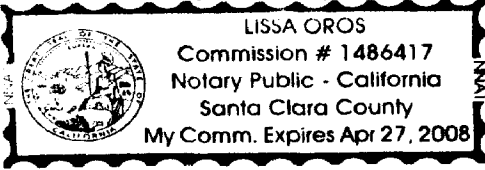
Executed this 28th day of May, 2004.
at Palo Alto, California



(Signature of Inventor)

State of California)
County of Santa Clara)

Before me personally appeared said Daniel J. Myers
And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



(Notary Public)

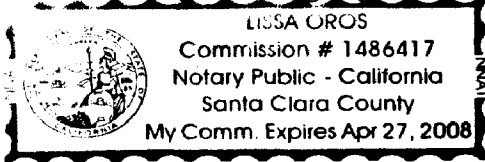
Executed this 28th day of May, 2004.
at Palo Alto, California



(Signature of Inventor)

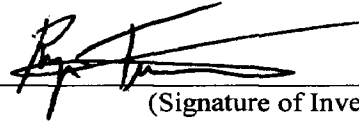
State of California)
County of Santa Clara)

Before me personally appeared said William W. Shen
And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



(Notary Public)

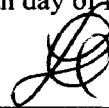
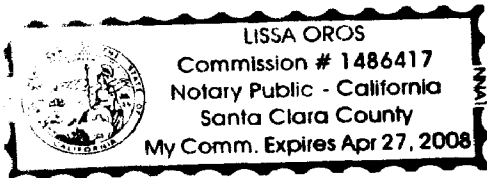
Executed this 28th day of May, 2004.
at Palo Alto, California



(Signature of Inventor)

State of California)
County of Santa Clara)

Before me personally appeared said Ryan D. Timmons
And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



(Notary Public)

Executed this 28th day of May, 2004.
at Palo Alto, California

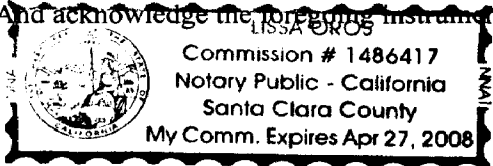
Curtis Tom

(Signature of Inventor)

State of California)
County of Santa Clara)

Before me personally appeared said Curtis Tom

And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



[Signature]

(Notary Public)

Executed this 28th day of May, 2004.
at Palo Alto, California

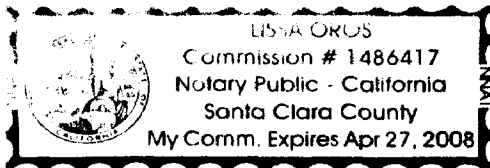
Justin M. Virgili

(Signature of Inventor)

State of California)
County of Santa Clara)

Before me personally appeared said Justin M. Virgili

And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



[Signature]

(Notary Public)

Executed this 28th day of May, 2004.
at Palo Alto, California

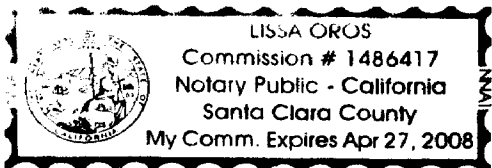
Martin J. Wensley

(Signature of Inventor)

State of California)
County of Santa Clara)

Before me personally appeared said Martin J. Wensley

And acknowledge the foregoing instrument to be his free act and deed this 28th day of May, 2004.



[Signature]

(Notary Public)