

Docket No.: 4014.11-1

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

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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):  
**AMIR J. TEHRANI**  
**DAVID LIGON**  
**CHANG LEE**  
**ROSE PROVINCE**  
**AMY MICHELLE GOODMAN**

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: INSPIRATION MEDICAL, INC.  
Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: 1/31/06; 2/24/06; 2/24/06; 1/31/06; 2/24/06

Street Address: 643 BAIR ISLAND ROAD, SUITE 306  
City: REDWOOD CITY State: CA ZIP: 94063

Additional name(s) & address(es) attached?  Yes  No

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: \_\_\_\_\_

A. Patent Application No.(s)  
11/271,315 Filed November 10, 2005

B. Patent No.(s)  
\_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: SUSAN M. SCHMITT (REG. NO. 34,427)  
Internal Address: \_\_\_\_\_  
PETERS, VERNY, JONES, SCHMITT & ASTON LLP  
Street Address: 425 SHERMAN AVENUE, SUITE 230  
City: PALO ALTO State: CA ZIP: 94306

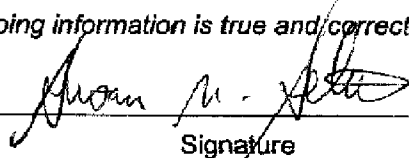
6. Total number of applications and patents involved: 1

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:  
16-1331

(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.*  
SUSAN M. SCHMITT  MARCH 7, 2006  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

CH \$40.00 161331 11271315

## ASSIGNMENT AGREEMENT

WHEREAS, the undersigned,

Amir J. Tehrani  
 David Ligon  
 Chang Lee  
 Rose Province  
 Amy Michelle Goodman

each hereinafter termed "Inventor", own 100% interest in the rights and title in the inventions described below in the following patent applications and any patents that issue therefrom (hereinafter "Said Inventions"):

Country	Patent Application No.	Inventor(s)	Title	Filing Date
US	11/271,315	Amir J. Tehrani David Ligon Chang Lee Rose Province Amy Michelle Goodman	Device and Method for Treating Obstructive Sleep Apnea	November 10, 2005

WHEREAS, Inspiration Medical Inc., a corporation of the State of Delaware (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said patent applications, patents issuing therefrom and Said Inventions, and in and to all embodiments of Said Inventions, heretofore conceived, made or discovered by said Inventor, and in and to any and all patents, Inventor's certificates and other forms of protection thereon granted in the United States and foreign countries.

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

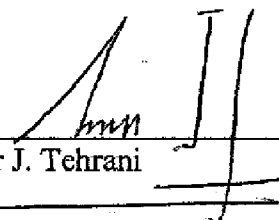
1. Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions 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 extension of any of said patents.

2. Inventor 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 said Inventor 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 said Assignee (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 Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

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 said Inventor, his/her respective heirs, legal representative and assigns.

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

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

  
 \_\_\_\_\_  
 Amir J. Tehrani

State of California )  
 County of San Mateo )

On 01-31-, 2006, before me, V. Sadilek Jr  
Amir J. Tehrani, Personally appeared  personally  
 known to me or  proved to me on the  
California DMV 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.

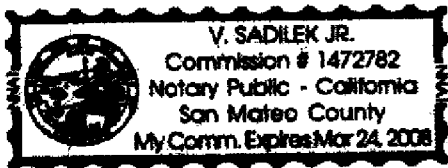
\_\_\_\_\_  
 (Notary Public)

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

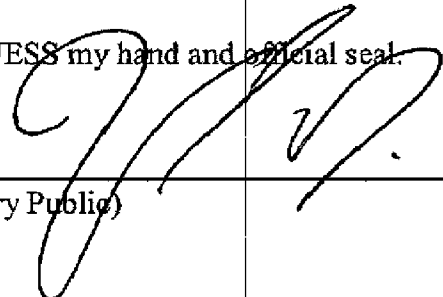
State of California )  
County of San Mateo )

  
\_\_\_\_\_  
David Ligon

On February 24, 2006, before me, V. Sadilek Jr.  
David Ligon, Personally appeared  personally  
known to me or  proved to me on the  
California DMV. 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.

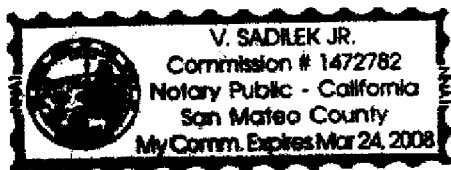
  
\_\_\_\_\_  
(Notary Public)

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

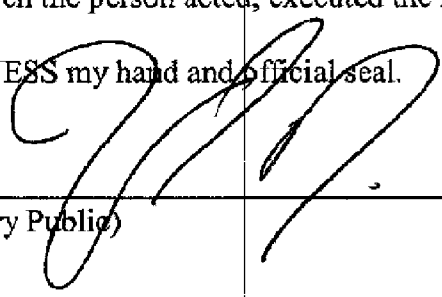
State of California )  
County of San Mateo )

  
\_\_\_\_\_  
Chang Lee


On February 24, 2006, before me, V. Sadilek Jr  
Chang Lee, Personally appeared  personally  
known to me or  proved to me on the  
California DMV 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.

  
\_\_\_\_\_  
(Notary Public)

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

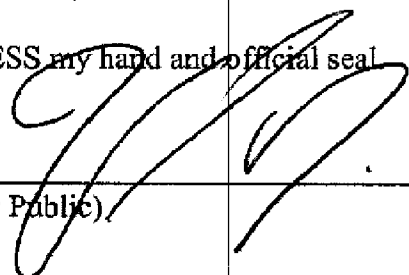
  
Rose Province

State of California )  
County of San Mateo )

On 01-31-, 2006, before me, V. Sadilek Jr  
Rose Province, Personally appeared  personally  
known to me or  proved to me on the  
California DMV 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

  
\_\_\_\_\_  
(Notary Public)

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

State of California )  
County of San Mateo )

  
Amy Michelle Goodman

On February 24, 2006, before me, V. Sadilek Jr.  
Amy Michelle Goodman, Personally appeared   
personally known to me or  proved to me on the  
California DMV 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.

  
\_\_\_\_\_  
(Notary Public)