

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Christopher J. Danek</td> <td>06/26/2006</td> </tr> <tr> <td>Gary S. Kaplan</td> <td>07/06/2006</td> </tr> <tr> <td>William J. Wizeman</td> <td>06/27/2006</td> </tr> <tr> <td>Michael D. Laufer</td> <td>06/30/2006</td> </tr> </tbody> </table>		Name	Execution Date	Christopher J. Danek	06/26/2006	Gary S. Kaplan	07/06/2006	William J. Wizeman	06/27/2006	Michael D. Laufer	06/30/2006
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Christopher J. Danek	06/26/2006										
Gary S. Kaplan	07/06/2006										
William J. Wizeman	06/27/2006										
Michael D. Laufer	06/30/2006										
RECEIVING PARTY DATA											
Name:	Asthmatx, Inc.										
Street Address:	1340 Space Park Way										
City:	Mountain View										
State/Country:	CALIFORNIA										
Postal Code:	94043										
PROPERTY NUMBERS Total: 1											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11420407</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11420407						
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CORRESPONDENCE DATA											
Fax Number:	(650)284-2180										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	(650) 242-4211										
Email:	lshires@lblp.com										
Correspondent Name:	Laura L. Shires - Levine Bagade LLP										
Address Line 1:	2483 East Bayshore Road, Suite 100										
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ATTORNEY DOCKET NUMBER:	ASTX-N-A010.00-US										
NAME OF SUBMITTER:	Laura L. Shires										
Total Attachments: 6 source=ASTXNA01000_20060710_assignment#page1.tif											

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**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Christopher J. DANЕК, Gary S. KAPLAN, William J. WIZEMAN, and Michael D. LAUFER, (hereinafter referred to as the assignors), residing at 50 Pine Avenue, San Carlos, California 94070; 111 Caselli Avenue, San Francisco, California 94114; 259 Mariposa Street, Apartment 7, Mountain View, California 94041; and 1259 El Camino Real, Suite 211, Menlo Park, California 94025, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled IMPROVED ENERGY DELIVERY DEVICES AND METHODS, bearing Application No. 11/420,407 and filed on May 25, 2006; and

WHEREAS, Asthmatx, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 1340 Space Park Way, Mountain View, California 94043 (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 therefor and thereon:

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignors, said assignors have sold, assigned, transferred and set over, and by these presents do 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 therefor 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 successors, 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. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

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.

6/26/06 C. Danek
Date Christopher J. DANEK

Date Gary S. KAPLAN

Date William J. WIZEMAN

Date Michael D. LAUFER

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NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignors, said assignors have sold, assigned, transferred and set over, and by these presents do 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 therefor 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.

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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 successors, 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. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

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.

Date

Christopher J. DANEK

Date

7/6/06

Gary S. KAPLAN

Date

6/27/06

William J. WIZEMAN

Date

Michael D. LAUFER

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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.


Date

Christopher J. DANEK

Date

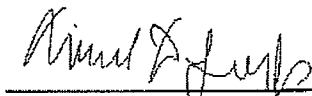
Gary S. KAPLAN

6/27/06
Date



William J. WIZEMAN

6/30/2006
Date



Michael D. LAUFER