

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Christopher J. Danek</td><td>06/26/2006</td></tr><tr><td>Michael Biggs</td><td>07/14/2006</td></tr><tr><td>Bryan E. Loomas</td><td>07/07/2006</td></tr><tr><td>Michael D. Laufer</td><td>06/30/2006</td></tr><tr><td>Gary S. Kaplan</td><td>07/06/2006</td></tr><tr><td>Kelly M. Shriner</td><td>06/30/2006</td></tr><tr><td>William J. Wizeman</td><td>06/29/2006</td></tr></tbody></table>	Name	Execution Date	Christopher J. Danek	06/26/2006	Michael Biggs	07/14/2006	Bryan E. Loomas	07/07/2006	Michael D. Laufer	06/30/2006	Gary S. Kaplan	07/06/2006	Kelly M. Shriner	06/30/2006	William J. Wizeman	06/29/2006	
Name	Execution Date																
Christopher J. Danek	06/26/2006																
Michael Biggs	07/14/2006																
Bryan E. Loomas	07/07/2006																
Michael D. Laufer	06/30/2006																
Gary S. Kaplan	07/06/2006																
Kelly M. Shriner	06/30/2006																
William J. Wizeman	06/29/2006																
RECEIVING PARTY DATA																	
<table border="1"><tr><td>Name:</td><td>Asthmatx, Inc.</td></tr><tr><td>Street Address:</td><td>1340 Space Park Way</td></tr><tr><td>City:</td><td>Mountain View</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94043</td></tr></table>	Name:	Asthmatx, Inc.	Street Address:	1340 Space Park Way	City:	Mountain View	State/Country:	CALIFORNIA	Postal Code:	94043							
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"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11398353</td></tr></tbody></table>	Property Type	Number	Application Number:	11398353													
Property Type	Number																
Application Number:	11398353																
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																	
Address Line 4: Palo Alto, CALIFORNIA 94303																	
ATTORNEY DOCKET NUMBER:	ASTX-N-A013.01-US																

OP \$40.00 11398353

500126211

PATENT
REEL: 017937 FRAME: 0719

NAME OF SUBMITTER:

Laura L. Shires

Total Attachments: 12

source=ASTXNA01301_20060714_assignment#page1.tif
source=ASTXNA01301_20060714_assignment#page2.tif
source=ASTXNA01301_20060714_assignment#page3.tif
source=ASTXNA01301_20060714_assignment#page4.tif
source=ASTXNA01301_20060714_assignment#page5.tif
source=ASTXNA01301_20060714_assignment#page6.tif
source=ASTXNA01301_20060714_assignment#page7.tif
source=ASTXNA01301_20060714_assignment#page8.tif
source=ASTXNA01301_20060714_assignment#page9.tif
source=ASTXNA01301_20060714_assignment#page10.tif
source=ASTXNA01301_20060714_assignment#page11.tif
source=ASTXNA01301_20060714_assignment#page12.tif

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Christopher J. DANEK, Michael BIGGS, Bryan E. LOOMAS, Michael D. LAUFER, Gary S. KAPLAN, and Kelly M. SHRINER, and William WIZEMAN (hereinafter referred to as the assignors), residing at 50 Pine Avenue, San Carlos, California 94070; 639 Azevedo Court, Santa Clara, California 95051; 265 Snow Crest Road, Los Gatos, California 95033; 1259 El Camino Real, #211, Menlo Park, California 94025; 111 Caselli Avenue, San Francisco, California 94114; and 191 Highland Avenue, Arlington, Massachusetts 02476; and 259 Mariposa St. Apt. 7 Mtn. View, 94041, 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 METHODS FOR TREATING AIRWAYS bearing Application No. 11/398,353 and filed on April 4, 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
Date
Christopher J. DANEK
Christopher J. DANEK

Date
Michael BIGGS
Michael BIGGS

Date
Bryan E. LOOMAS
Bryan E. LOOMAS

Date
Michael D. LAUFER
Michael D. LAUFER

Date
Gary S. KAPLAN
Gary S. KAPLAN

Date
Kelly M. SHRINER
Kelly M. SHRINER

Date
William J. WIZEMAN
William J. WIZEMAN

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Christopher J. DANEK, Michael BIGGS, Bryan E. LOOMAS, Michael D. LAUFER, Gary S. KAPLAN, and Kelly M. SHRINER, and William WIZEMAN (hereinafter referred to as the assignors), residing at 50 Pine Avenue, San Carlos, California 94070; 639 Azevedo Court, Santa Clara, California 95051; 265 Snow Crest Road, Los Gatos, California 95033; 1259 El Camino Real, #211, Menlo Park, California 94025; 111 Caselli Avenue, San Francisco, California 94114; and 191 Highland Avenue, Arlington, Massachusetts 02476; and 259 Mariposa St. Apt. 7 Mtn. View, 94041, 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 METHODS FOR TREATING AIRWAYS bearing Application No. 11/398,353 and filed on April 4, 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.

Date

Christopher J. DANEK

Date

7/14/06

Michael BIGGS

Date

Bryan E. LOOMAS

Date

Michael D. LAUFER

Date

Gary S. KAPLAN

Date

Kelly M. SHRINER

Date

William J. WIZEMAN

Attorney Docket No.: ASTXNA01301

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Christopher J. DANEK, Michael BIGGS, Bryan E. LOOMAS, Michael D. LAUFER, Gary S. KAPLAN, and Kelly M. SHRINER, and William WITTMAN (hereinafter referred to as the assignors), residing at 50 Pine Avenue, San Carlos, California 94070; 639 Azevedo Court, Santa Clara, California 95051; 265 Snow Crest Road, Los Gatos, California 95033; 1259 El Camino Real, #211, Menlo Park, California 94025; 111 Caselli Avenue, San Francisco, California 94114; and 191 Highland Avenue, Arlington, Massachusetts 02476; and 259 Mariposa St. Apt. 7 Min. View, 94041, 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 METHODS FOR TREATING AIRWAYS bearing Application No. 11/398,353 and filed on April 4, 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 Spacc 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.

Attorney Docket No.: ASTXNA01301

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

Michael BIGGS

Date*7 JULY 2006*


Bryan L. LOOMAS

Date

Michael D. LAUFER

Date

Gary S. KAPLAN

Date

Kelly M. SHRINER

Date

William J. WIZEMAN

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Christopher J. DANEK, Michael BIGGS, Bryan E. LOOMAS, Michael D. LAUFER, Gary S. KAPLAN, and Kelly M. SHRINER, and William WIZEMAN (hereinafter referred to as the assignors), residing at 50 Pine Avenue, San Carlos, California 94070; 639 Azevedo Court, Santa Clara, California 95051; 265 Snow Crest Road, Los Gatos, California 95033; 1259 El Camino Real, #211, Menlo Park, California 94025; 111 Caselli Avenue, San Francisco, California 94114; and 191 Highland Avenue, Arlington, Massachusetts 02476; and 259 Mariposa St. Apt. 7 Mtn. View, 94041, 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 METHODS FOR TREATING AIRWAYS bearing Application No. 11/398,353 and filed on April 4, 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.

Date _____ Christopher J. DANBK

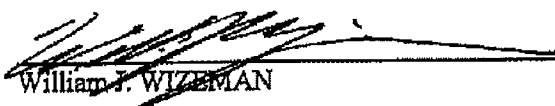
Date _____ Michael BIGGS

Date _____ Bryan E. LOOMAS

6/30/2006
Date _____ 
Michael D. LAUFER

Date _____ Gary S. KAPLAN

Date _____ Kelly M. SHRINER

6/29/06
Date _____ 
William J. WIZEMAN

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Christopher J. DANЕК, Michael BIGGS, Bryan E. LOOMAS, Michael D. LAUFER, Gary S. KAPLAN, and Kelly M. SHRINER, and William WIZEMAN (hereinafter referred to as the assignors), residing at 50 Pine Avenue, San Carlos, California 94070; 639 Azevedo Court, Santa Clara, California 95051; 265 Snow Crest Road, Los Gatos, California 95033; 1259 El Camino Real, #211, Menlo Park, California 94025; 111 Caselli Avenue, San Francisco, California 94114; and 191 Highland Avenue, Arlington, Massachusetts 02476; and 259 Mariposa St. Apt. 7 Mtn. View, 94041, 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 METHODS FOR TREATING AIRWAYS bearing Application No. 11/398,353 and filed on April 4, 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.

Date Christopher J. DANEK

Date Michael BIGGS

Date Bryan E. LOOMAS

Date Michael D. LAUFER

7/6/06

Date



Gary S. KAPLAN

Date Kelly M. SHRINER

6/29/06

Date



William J. WIZEMAN

ASSIGNMENT JOINT

THIS ASSIGNMENT, by Christopher J. DANEK, Michael BIGGS, Bryan E. LOOMAS, Michael D. LAUFER, Gary S. KAPLAN, and Kelly M. SHRINER, and William WIZEMAN (hereinafter referred to as the assignors), residing at 50 Pine Avenue, San Carlos, California 94070; 639 Azevedo Court, Santa Clara, California 95051; 265 Snow Crest Road, Los Gatos, California 95033; 1259 El Camino Real, #211, Menlo Park, California 94025; 111 Caselli Avenue, San Francisco, California 94114; and 191 Highland Avenue, Arlington, Massachusetts 02476; and 259 Mariposa St. Apt. 7 Mtn. View, 94041, 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 METHODS FOR TREATING AIRWAYS bearing Application No. 11/398,353 and filed on April 4, 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.

Date Christopher J. DANEK

Date Michael BIGGS

Date Bryan E. LOOMAS

Date Michael D. LAUFER

Date Gary S. KAPLAN

6/30/06
Date Kelly M. SHRINER

6/29/06
Date William J. WIZEMAN