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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

<p>1. Name of conveying party(ies):</p> <p>(1) Rajiv Doshi (2) Jeff Nugent</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: Ventus Medical, Inc. 1301 Shoreway Road, Suite 340 Belmont, CA 94002</p>
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<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other EXECUTION DATES: (1) November 28, 2007 (2) November 30, 2007</p>	<p>Name and address of receiving party(ies):</p> <p>Name:</p> <p>Street Address:</p> <p>City: State: Zip:</p> <p>Country:</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

<p>A. Patent Application No.(s) – 10/827,073</p> <p>Title: METHODS AND DEVICES FOR IMPROVING BREATHING IN PATIENTS IWTH PULMONARY DISEASE</p> <p>Publication No.: US 2004/0194779</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Richard D. Shoop Shay Law Group LLP 2755 Campus Drive, Suite 210 San Mateo, CA 94403</p>	<p>6. Total number of applications and patents involved: <u>1</u></p>
<p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input type="checkbox"/> A check is enclosed that includes the total fee.</p> <p><input checked="" type="checkbox"/> Charge the \$40 fee to Deposit Account 50-4050.</p>	

DO NOT USE THIS SPACE

8. 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.

Richard D. Shoop, Reg. No. # 45,763  **December 3, 2007**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

CH \$40.00 504050 10827073

AGREEMENT

This AGREEMENT is made effective as of November 28, 2007 ("**Effective Date**") by and between Dr. Rajiv Doshi, an individual having a place of residence at 460 Old Oak Court, Los Altos, CA 94022 ("**Dr. Doshi**") and Ventus Medical, Inc., a Delaware corporation having its principal place of business at 1301 Shoreway Road, Suite 340, Belmont, CA 94002 ("**Ventus**").

In consideration of one dollar (\$1) and other good and sufficient consideration the receipt of which Dr. Doshi hereby acknowledges, Dr. Doshi and Ventus agree as follows:

1. Dr. Doshi hereby grants to Ventus an exclusive, royalty-free, fully paid, irrevocable, perpetual, worldwide, freely sublicensable sublicense under the entirety of that certain license that Dr. Doshi was granted by Spiration, Inc., a Delaware corporation "**Spiration**" under the Assignment and License Back Agreement between himself and Spiration dated March 2004.

2. Dr. Doshi hereby assigns to Ventus all ownership rights in all patent filings that Dr. Doshi retained ownership of pursuant to such agreement with Spiration. Such assignment carries with it all rights and privileges of ownership, including the rights to file, prosecute, maintain and enforce the assigned patent filings; to license them; and to collect damages on past, present and future infringement of them. Dr. Doshi shall execute and deliver to Ventus all documents and instruments required to evidence or record such assignment or to prosecute or enforce the assigned rights and appoints Ventus as his attorney-in-fact solely to do so in case it is unable to obtain his signature on any such document.

3. The assigned rights of the foregoing paragraph include the patent application that published with the following publication number and all patent filings claiming priority thereto or issuing therefrom (including all continuations, continuations-in-part, divisionals):
US2004/0194479.

4. Dr. Doshi hereby agrees that Ventus is entitled to exercise his rights of prosecution and enforcement under the agreement with Spiration, but shall exercise them in a manner consistent with the Spiration Agreement.

4. Dr. Doshi shall maintain the agreement with Spiration in full force and effect and shall not breach it.

5. Ventus will not be entitled to any of the stock or monetary consideration to which Dr. Doshi is entitled pursuant to his existing agreement with Spiration.

6. Dr. Doshi is not entitled to assign this Agreement. Ventus is entitled to assign this Agreement in connection with merging with another company or selling all or substantially all of its assets to which this Agreement relates to another entity.

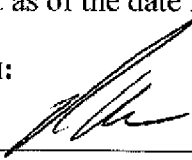
7. Ventus agrees to indemnify Dr. Doshi from any and all losses, expenses, liabilities, judgments and costs arising from Ventus' exercise of its rights hereunder or Ventus' failure to exercise the obligations on prosecution and enforcement under the agreement with Spiration (including the obligations allowing Spiration to review any substantive communication with the

U.S. Patent and Trademark Office prior to the submission of such communication, with sufficient time for Spiration to reasonably object to any communication that would jeopardize Spiration's rights in the patent filings assigned to it in the Spiration Agreement, and endeavoring to avoid making in the course of prosecution statements to which Spiration objects, and making every effort to accommodate Spiration's reasonable needs).

8. This Agreement shall be governed by California law, shall not be strictly construed against either party, may be executed in multiple counterparts, and employs terms such as "including," "includes" and "include" to mean "including without limitation," "includes without limitation," "include without limitation," etc.

IN WITNESS WHEREOF, the parties have by duly authorized persons executed this Agreement as of the date first written above.

DR. DOSHI:



By: RAJIV DOSHI

Title: Individual

Date: 11/28/07

VENTUS:



By: JEFF Nugent

Title: CEO

Date: 11/30/07