

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT								
<b>CONVEYING PARTY DATA</b>									
<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>Robert L. Barry</td> <td>08/30/2007</td> </tr> <tr> <td>Brian Cran</td> <td>08/30/2007</td> </tr> <tr> <td>Dean Corcoran</td> <td>08/29/2007</td> </tr> </tbody> </table>		Name	Execution Date	Robert L. Barry	08/30/2007	Brian Cran	08/30/2007	Dean Corcoran	08/29/2007
Name	Execution Date								
Robert L. Barry	08/30/2007								
Brian Cran	08/30/2007								
Dean Corcoran	08/29/2007								
<b>RECEIVING PARTY DATA</b>									
<b>Name:</b>	Uptake Medical Corporation								
<b>Street Address:</b>	1924 1st Avenue, 3rd Floor								
<b>City:</b>	Seattle								
<b>State/Country:</b>	WASHINGTON								
<b>Postal Code:</b>	98101								
<b>PROPERTY NUMBERS Total: 1</b>									
<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>11281212</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11281212				
Property Type	Number								
Application Number:	11281212								
<b>CORRESPONDENCE DATA</b>									
<b>Fax Number:</b>	(650)212-7562								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
<b>Phone:</b>	650.212.1700								
<b>Email:</b>	sue@shayglenn.com								
<b>Correspondent Name:</b>	Thomas M. Zlogar								
<b>Address Line 1:</b>	SHAY GLENN LLP								
<b>Address Line 2:</b>	2755 Campus Drive, Suite 210								
<b>Address Line 4:</b>	SAN MATEO, CALIFORNIA 94403								
<b>ATTORNEY DOCKET NUMBER:</b>	10481-700.200								
<b>NAME OF SUBMITTER:</b>	Thomas M. Zlogar, 55,760								

Total Attachments: 4  
 source=10481-700-200-Assignment\_sans\_Lee#page1.tif

**500510906**

**PATENT  
 REEL: 020785 FRAME: 0785**

**CH \$40.00 11281212**

source=10481-700-200-Assignment\_sans\_Lee#page2.tif

source=10481-700-200-Assignment\_sans\_Lee#page3.tif

source=10481-700-200-Assignment\_sans\_Lee#page4.tif

**ASSIGNMENT OF PATENT APPLICATION**

Docket Number: 10481-700.200

This Assignment of Patent Application is between: **ROBERT L. BARRY**, of Kirkland, WA; **BRIAN CRAN**, of Seattle, WA; **DEAN CORCORAN**, of Bothell, WA; and **SHELDON K. LEE**, of Seattle, WA (hereinafter referred to as "Inventors") and **UPTAKE MEDICAL CORPORATION**, a corporation of the State of Delaware, having a place of business at 1924 1<sup>st</sup> Avenue, 3<sup>rd</sup> Floor, Seattle, WA 98101 (hereinafter termed "Assignee").

WHEREAS Inventors have invented certain new and useful improvements in:

**"DEVICE AND METHOD FOR LUNG TREATMENT"**

for which an application for a United States Patent was filed on November 16, 2005, as Application No. 11/281,212.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") 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. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention 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 invention 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 extensions of any of said patents.

2. Said Inventors hereby covenant and agree 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 the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, 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 heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that he/they has/have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee:

Dated: 8.30.07

  
\_\_\_\_\_  
ROBERT L. BARRY

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN CRAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEAN CORCORAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
SHELDON K. LEE

2/4

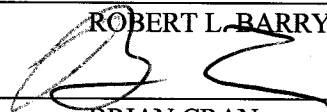
4. Said Inventors hereby warrant and represent that he/they has/have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee:

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT L. BARRY

Dated: 8/30/07

  
\_\_\_\_\_  
BRIAN CRAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEAN CORCORAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
SHELDON K. LEE

3/4

4. Said Inventors hereby warrant and represent that he/they has/have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee:

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT L. BARRY

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN CRAN



Dated: 08-29-07

\_\_\_\_\_  
DEAN CORCORAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
SHELDON K. LEE

4/4