

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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 style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Amir J. TEHRANI</td> <td>01/31/2006</td> </tr> <tr> <td>David LIGON</td> <td>02/24/2006</td> </tr> <tr> <td>Chang LEE</td> <td>02/24/2006</td> </tr> <tr> <td>Rose PROVINCE</td> <td>01/31/2006</td> </tr> <tr> <td>Amy Michelle GOODMAN</td> <td>02/24/2006</td> </tr> </tbody> </table>		Name	Execution Date	Amir J. TEHRANI	01/31/2006	David LIGON	02/24/2006	Chang LEE	02/24/2006	Rose PROVINCE	01/31/2006	Amy Michelle GOODMAN	02/24/2006
Name	Execution Date												
Amir J. TEHRANI	01/31/2006												
David LIGON	02/24/2006												
Chang LEE	02/24/2006												
Rose PROVINCE	01/31/2006												
Amy Michelle GOODMAN	02/24/2006												
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Inspiration Medical, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>643 Bair Island Road, Suite 306</td> </tr> <tr> <td>City:</td> <td>Redwood City</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94063</td> </tr> </table>		Name:	Inspiration Medical, Inc.	Street Address:	643 Bair Island Road, Suite 306	City:	Redwood City	State/Country:	CALIFORNIA	Postal Code:	94063		
Name:	Inspiration Medical, Inc.												
Street Address:	643 Bair Island Road, Suite 306												
City:	Redwood City												
State/Country:	CALIFORNIA												
Postal Code:	94063												
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>11981800</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11981800								
Property Type	Number												
Application Number:	11981800												
CORRESPONDENCE DATA													
<p>Fax Number: (650)284-2180 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 650-242-4210 Email: qnguyen@lbhip.com Correspondent Name: Levine Bagade Han LLP Address Line 1: 2400 Geng Road, Suite 120 Address Line 4: Palo Alto, CALIFORNIA 94303</p>													
ATTORNEY DOCKET NUMBER:	RMXL-N-Z001.23-US												
NAME OF SUBMITTER:	Johney U. Han												

OP \$40.00 11981800

500948338

**PATENT
 REEL: 023159 FRAME: 0089**

Total Attachments: 6

source=RMXLNZ00123_20090827_assignment_from_parent_to_Inspiration#page1.tif

source=RMXLNZ00123_20090827_assignment_from_parent_to_Inspiration#page2.tif

source=RMXLNZ00123_20090827_assignment_from_parent_to_Inspiration#page3.tif

source=RMXLNZ00123_20090827_assignment_from_parent_to_Inspiration#page4.tif

source=RMXLNZ00123_20090827_assignment_from_parent_to_Inspiration#page5.tif

source=RMXLNZ00123_20090827_assignment_from_parent_to_Inspiration#page6.tif

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:

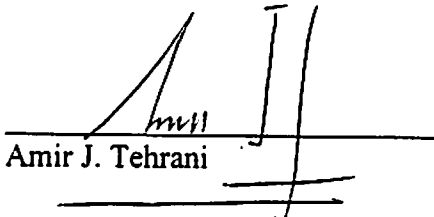
1. Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property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

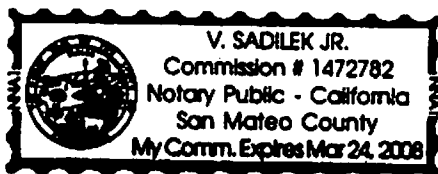
2. Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts 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.

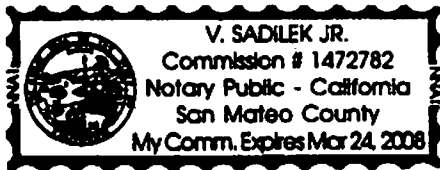
WITNESS my hand and official seal.


(Notary Public)

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



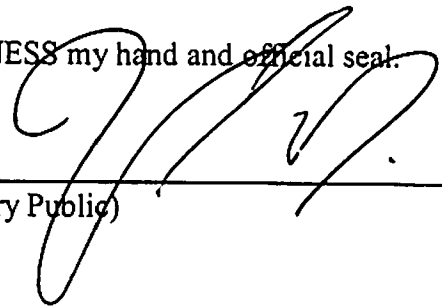
David Ligon



State of California)
County of San Mateo)

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.




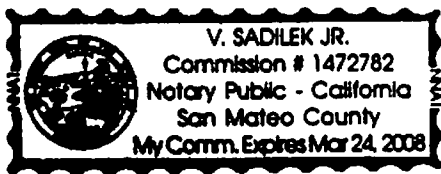
(Notary Public)

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

State of California)

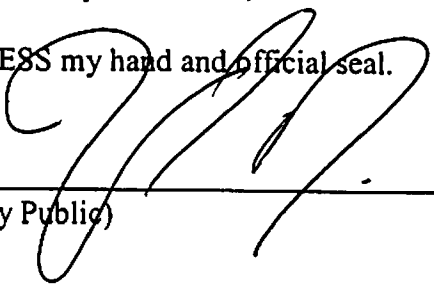
County of San Mateo)


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.

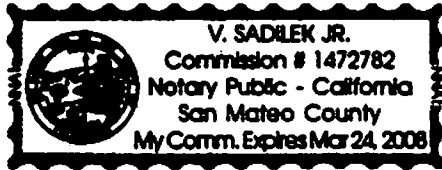
WITNESS my hand and official seal.



(Notary Public)

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

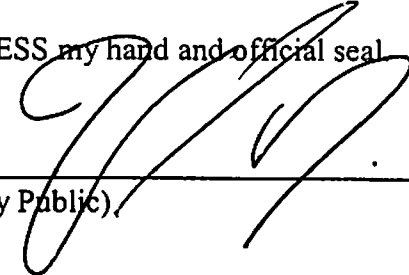

Rose Province



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

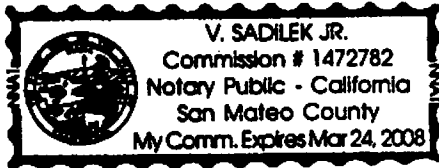


(Notary Public)

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



Amy Michelle Goodman



State of California)
County of San Mateo)

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)