

**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>	
<b>Name</b>	<b>Execution Date</b>
Aspire Medical, Inc.	03/31/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Koninklijke Philips Electronics N.V.
<b>Street Address:</b>	Groenenwoudseweg 1
<b>City:</b>	Eindhoven
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	5621 BA
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11762642
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(440)483-2452
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	440-483-4281
<b>Email:</b>	tom.lundin@philips.com
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<b>Address Line 1:</b>	595 Miner Road
<b>Address Line 4:</b>	Cleveland, OHIO 44143
<b>ATTORNEY DOCKET NUMBER:</b>	014153US
<b>NAME OF SUBMITTER:</b>	Thomas M. Lundin
<b>Total Attachments: 6</b> source=Aspire_Assignment#page1.tif source=Aspire_Assignment#page2.tif source=Aspire_Assignment#page3.tif source=Aspire_Assignment#page4.tif source=Aspire_Assignment#page5.tif	

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**PATENT**  
**REEL: 023247 FRAME: 0637**



## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made and entered into as of March 31, 2009, by and between Aspire Medical, Inc., a Delaware corporation (hereinafter called "ASSIGNOR") in favor of Koninklijke Philips Electronics N.V., a corporation organized and existing under the laws of the Netherlands (hereinafter called "ASSIGNEE");

WHEREAS, ASSIGNOR is the owner of record of the entire right, title, and interest in and to the Intellectual Property and Intellectual Property Rights shown in Schedule A attached hereto (the "Assignor Intellectual Property");

WHEREAS, ASSIGNOR and ASSIGNEE have entered into Asset Purchase Agreement dated March 26, 2009 (the "Purchase Agreement"), pursuant to which ASSIGNOR agreed to assign all right, title and interest to the Purchased Intellectual Property to ASSIGNEE;

WHEREAS, ASSIGNOR is the owner of the Intellectual Property and Intellectual Property Rights related to the Assignor Intellectual Property (together, the "Purchased Intellectual Property"). "Intellectual Property" shall mean inventions (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, product road maps, know-how, source code, product road maps and other proprietary information and materials; (ii) trademarks and service marks (whether or not registered), trade names, logos, trade dress and other proprietary indicia and all goodwill associated therewith; (iii) documentation, advertising copy, marketing materials, websites, specifications, mask works, drawings, graphics, databases, recordings and other works of authorship, whether or not protected by copyright; (iv) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, design documents, flow-charts, user manuals and training materials relating thereto and any translations thereof. "Intellectual Property Rights" shall mean all forms of legal rights and protections that may be obtained for, or may pertain to, the Intellectual Property set forth in clauses (i) through (iv) above in any country of the world, including all letters patent, patent applications, provisional patents, design patents, PCT filings, invention disclosures and other rights to inventions or designs, all registered and unregistered copyrights in both published and unpublished works, all trademarks, service marks and other proprietary indicia (whether or not registered), trade secret rights, mask works, moral rights or other literary property or authors rights, and all applications, registrations, issuances, divisions, continuations, renewals, reissues and extensions of the foregoing.

WHEREAS, ASSIGNEE is desirous of acquiring ownership of the Purchased Intellectual Property and as pursuant to the Purchase Agreement, the parties have agreed that ASSIGNOR shall transfer ownership of the Purchased Intellectual Property to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell and assign unto the ASSIGNEE all right, title, and interest in and to the Purchased Intellectual Property, together with any and all reissues, renewals, continuations, divisions, or extensions thereof that may be issued or granted, and the Purchased Intellectual Property and all derivatives thereof and the right to recover and have damages and profits for past, present, and future infringement, if any.

FURTHER, ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, or its counterpart in such other jurisdictions as may be applicable, to record the assignment of any patents, patent applications or trademarks listed on Schedule 1.1a to ASSIGNEE in accordance with the terms of this Assignment.

No obligation is hereby assumed by ASSIGNOR to maintain, prosecute, enforce, or litigate, file, assert, or defend any patent or patent application or Purchased Intellectual Property.

ASSIGNOR agrees that at any time and from time to time upon the written request of ASSIGNEE, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to affect the purposes of this Agreement.

ASSIGNOR covenants and agrees to take no action to oppose or otherwise challenge the validity or patentability of the patent application assigned hereunder.

ASSIGNOR represents that it has not assigned, transferred or encumbered the Purchased Intellectual Property and that it has the right and authority to enter into this Assignment and to assign its rights to the Purchased Intellectual Property pursuant to this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the ASSIGNOR has executed this Assignment as of the date first written above.

**"ASSIGNOR"**  
**ASPIRE MEDICAL, INC.**

By:   
Name: Richard P. Powers  
Title: President and Chief Executive Officer

**SCHEDULE 1.1a**  
**PURCHASED ASSETS**

**1. Intellectual Property:**

(a) All patents and patent applications as provided below, and all patentable inventions disclosed therein.

(b) All trademarks as provided below

(c) All proprietary information of Aspire related to design, manufacture and testing of devices for sleep apnea including the invention disclosure log, preclinical testing, clinical data, suppliers, and quality system. The proprietary information to be sold will not include financial information or personnel records.

(d) Ownership of the intellectual property rights and proprietary information that is owned by Aspire, including without limitation, the following patents, patent applications and trademarks.

**Patents:**

Docket #	Country	Title	Serial #	Filed	Status
ASPIRE.003A	USA	System and Method for Hyoidplasty	10/738,457	12/15/03	Pending
ASPIRE.003VPC	PCT	System and Method for Hyoidplasty	PCT/US2004/042571	12/15/04	Closed
ASPIRE.003VEP	Europe	System and Method for Hyoidplasty	04814718.5	12/15/04	Pending
ASPIRE.004A	USA	System and Method for Airway Manipulation	10/958,205	10/04/04	Pending
ASPIRE.004VPC	PCT	System and Method for Airway Manipulation	PCT/US2005/035541	09/30/05	Closed
ASPIRE.006PR	USA	System and Method for Percutaneous Glossoplasty	60/650,867	02/06/05	Expired
ASPIRE.006PR2	USA	System and Method for Percutaneous Glossoplasty	60/726,028	10/12/05	Expired
ASPIRE.006A	USA	System and Method for Percutaneous Glossoplasty	11/349,067	02/07/06	Pending
ASPIRE.006A1	USA	Method for Adjusting Tissue Anchors	11/349,044	02/07/06	Pending
ASPIRE.006A2	USA	Method for Adjusting Tissue Anchors	11/349,040	02/07/06	Pending
ASPIRE.006A3	USA	Tissue Anchoring System for Percutaneous Glossoplasty	11/349,072	02/07/06	Pending
ASPIRE.006A4	USA	System and Method for Percutaneous Palate Remodelling	11/349,045	02/07/06	Pending
ASPIRE.006VPC	PCT	System and Method for Percutaneous Glossoplasty	PCT/US2006/04455	02/07/06	Closed
ASPIRE.006VEP	Europe	System and Method for Percutaneous Glossoplasty	06759143.9	02/07/06	Pending

ASPIRE.006VJP	Japan	System and Method for Percutaneous Glossoplasty	2007-554341	02/07/06	Pending
ASPIRE.007PR	USA	System and Method for Hyoidplasty	60/636,165	12/15/04	Expired
ASPIRE.007A	USA	System and Method for Hyoidplasty	11/153,857	08/15/05	Pending
ASPIRE.021PR	USA	Glossoplasty Using Tissue Anchor Glossopexy With Volumetric Tongue Reduction	60/734,931	11/09/05	Expired
ASPIRE.021PR2	USA	Glossoplasty Using Tissue Anchor Glossopexy With Volumetric Tongue Reduction	60/735,585	11/10/05	Expired
ASPIRE.021PR3	USA	Glossoplasty Using Tissue Anchor Glossopexy With Volumetric Tongue Reduction	60/813,231	06/13/06	Expired
ASPIRE.021A	USA	Glossoplasty Using Tissue Anchor Glossopexy With Volumetric Tongue Reduction	11/598,220	11/09/06	Pending
ASPIRE.021VPC	PCT	Glossoplasty Using Tissue Anchor Glossopexy With Volumetric Tongue Reduction	PCT/US2006/43826	11/09/06	Closed
ASPIRE.023PR	USA	Glossopexy Adjustment System and Method	60/831,230	08/13/06	Expired
ASPIRE.023A	USA	Glossopexy Adjustment System and Method	11/762,642	08/13/07	Pending
ASPIRE.024PR	USA	Glossopexy Tension System and Method	60/813,285	08/13/06	Expired
ASPIRE.024A	USA	Glossopexy Tension System and Method	11/762,752	06/13/07	Pending
ASPIRE.024VPC	PCT	Glossopexy Tension System and Method	PCT/US2007/13926	08/13/07	Closed
ASPIRE.024VEP	Europe	Glossopexy Tension System and Method	07809542.9	06/13/07	Pending
ASPIRE.025PR	USA	Glossal Engagement System and Method	60/813,058	06/13/06	Expired
ASPIRE.025A	USA	Glossal Engagement System and Method	11/762,652	06/13/07	Pending
ASPIRE.025VPC	PCT	Glossal Engagement System and Method	PCT/US2007/13877	08/13/07	Closed
ASPIRE.025VEP	Europe	Glossal Engagement System and Method	07796069.8	06/13/07	Pending
ASPIRE.026PR	USA	Airway Implants and Methods and Devices for Insertion and Retrieval	60/836,579	08/08/06	Expired
ASPIRE.026A	USA	Airway Implants and Methods and Devices for Insertion and Retrieval	11/835,931	08/08/07	Pending
ASPIRE.028PR	USA	System and Method for Percutaneous Palate Remodeling	60/815,783	06/21/06	Expired
ASPIRE.028A	USA	System and Method for Percutaneous Palate Remodeling	11/765,989	06/20/07	Pending

ASPIRE.029PR	USA	System and Method for Temporary Tongue Suspension	60/815,731	06/21/06	Expired
ASPIRE.029A	USA	System and Method for Temporary Tongue Suspension	11/765,235	06/19/07	Pending
ASPIRE.029VPC	PCT	System and Method for Temporary Tongue Suspension	PCT/US2007/14342	06/20/07	Closed
ASPIRE.030PR	USA	System and Method for Treating Nasal Obstruction by Manipulating the Nasal Valve	60/817,565	06/29/06	Expired
ASPIRE.030PR2	USA	Methods and Devices for Rhinoplasty and Treating Internal Valve Stenosis	60/875,067	12/15/06	Expired
ASPIRE.030A	USA	Methods and Devices for Rhinoplasty and Treating Internal Valve Stenosis	11/770,471	06/28/07	Pending
ASPIRE.030VPC	PCT	Methods and Devices for Rhinoplasty and Treating Internal Valve Stenosis	PCT/US2007/72566	06/29/07	Closed
ASPIRE.032PR	USA	Methods and Devices for the Treatment of Airway Obstruction, Sleep Apnea, and Snoring	60/836,578	08/08/06	Expired
ASPIRE.032A	USA	Methods and Devices for the Treatment of Airway Obstruction, Sleep Apnea, and Snoring	11/835,966	08/08/07	Pending

**Trademarks:**

Docket No.	Country	Trademark	Serial No.	Filing Date	Registration No.	Reg. Date	Status
ASPIRE.002T	USA	ASPIRE MEDICAL	78/389,769	01/29/04	3,412,616	04/15/08	Registered
ASPIRE.002WAU	Australia	ASPIRE MEDICAL	1012289	07/22/04	1012289	11/29/04	Registered
ASPIRE.002WCA	Canada	ASPIRE MEDICAL	1224932	07/27/04	NA	NA	Abandoned
ASPIRE.002WEU	Europe	ASPIRE MEDICAL	003944956	07/27/04	003944956	11/30/05	Registered
ASPIRE.002WJP	Japan	ASPIRE MEDICAL	2004-68343	07/23/04	4848176	03/18/05	Registered

**2. Contracts**

None

**3. Other Assets**

(a) The following Advance system specific equipment and tools (Note: general purpose machine tooling is excluded):

- Press fit fixtures and arbor presses for tissue anchor assembly
- Hand cutters with custom attachments for trimming barbs