

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Foundry, Inc.	01/19/2010
RECEIVING PARTY DATA	
Name:	MIRAMAR LABS, INC.
Street Address:	445 INDIO WAY
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	61912899
Application Number:	12107025
PCT Number:	US0860922
PCT Number:	US0860935
PCT Number:	US0860940
PCT Number:	US0860929
CORRESPONDENCE DATA	
Fax Number:	(262)783-1211
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2627831300
Email:	jdunaway@rkmiplaw.com
Correspondent Name:	Daniel D. Ryan
Address Line 1:	P.O. BOX 26618
Address Line 4:	MILWAUKEE, WISCONSIN 53226
ATTORNEY DOCKET NUMBER:	9853.20898

OP \$240.00 61912899

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PATENT  
REEL: 023823 FRAME: 0006

NAME OF SUBMITTER:

DANIEL D. RYAN

Total Attachments: 4

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**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

The Foundry, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 01/19/2010

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: MIRAMAR LABS, INC.

Internal Address: \_\_\_\_\_

Street Address: 445 Indio Way

City: SUNNYVALE

State: CALIFORNIA

Country: US Zip: 94085

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

**A. Patent Application No.(s)**

61/912,899 12/107,025  
PCT/US2008/060922 PCT/US2008/060940  
PCT/US2008/060935 PCT/US2008/060929

**B. Patent No.(s)**

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: DANIEL D. RYAN

Internal Address: RYAN KROMHOLZ & MANION, S.C.

Street Address: P.O. Box 26618

City: MILWAUKEE

State: WI Zip: 53226

Phone Number: 262 783 1300

Fax Number: 262 783 1211

Email Address: N/A

**6. Total number of applications and patents involved:** Six (6)

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 240.00

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers 9999  
Expiration Date 1/2011

b. Deposit Account Number 06-2360

Authorized User Name Daniel D. Ryan

**9. Signature:**

/Daniel D. Ryan/

Signature

21 January 2010

Date

DANIEL D. RYAN

Name of Person Signing

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

## ASSIGNMENT AGREEMENT

Page 1 of 3

This Assignment Agreement is effective October 1, 2009 (the "Effective Date"), and is between The Foundry, Inc., a Delaware corporation with a place of business at 199 Jefferson Dr. Menlo Park, California 94025 ("The Foundry") and Miramar Labs. Inc., a Delaware corporation with a place of business at 445 Indio Way, Sunnyvale, California 94085 ("Miramar").

### BACKGROUND

By assignment signed by the inventors on various dates in December 2008, and duly recorded in the United States Patent and Trademark Office on Reel/Frame 022119/0587, The Foundry and Miramar are joint owners of the patents and patent applications listed in attached Schedule 1 (collectively, the "Patents").

Miramar is desirous of acquiring the entire right, title, and interest of The Foundry in and to the Patents.

Accordingly, the parties agree as follows:

For good and valuable consideration, The Foundry hereby sells, assigns, and transfers to Miramar, its successors and assigns, the Foundry's entire right, title and interest in and to the Patents, and any reissue, divisions, renewals, extensions, provisionals, continuations, and continuations-in-part of the Patents in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of the Patents.

IN WITNESS WHEREOF, The Foundry and Miramar have executed this Assignment Agreement to be effective as of the Effective Date.

Attorney Docket 9853.20898

**PATENT**  
**REEL: 023823 FRAME: 0009**

# ASSIGNMENT AGREEMENT

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Signed, sealed and delivered this 19 day of January, 2010.

The Foundry, Inc.

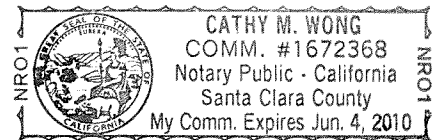
By: [Signature]  
Name Mark Eide  
Title Managing Partner

State of California )  
 ) ss:  
County of Santa Clara

On 19<sup>th</sup> day of January 2010, before me, the undersigned, personally appeared MARK E. EIDE personally known to me (or proved to me on the 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature] (Seal)  
My Commission Expires on: 6/4/2010



Signed, sealed and delivered this 19 day of January, 2010.

Miramar Labs. Inc.

By: [Signature]  
Name Darrell Borowski  
Title President and CEO

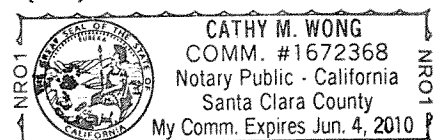
State of California )  
 ) ss:  
County of Santa Clara

On 19<sup>th</sup> day of January 2010, before me, the undersigned, personally appeared DARRELL BOROWSKI personally known to me (or proved to me on the 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature] (Seal)  
My Commission Expires on: 6/4/2010

Attorney Docket 9853.20898



# ASSIGNMENT AGREEMENT

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## SCHEDULE 1

Serial No.	Filed	Country	Title	Attorney Docket
61/912,899	4/19/2007	US	Methods and Apparatus for Reducing Sweat Production	9853.20898-PROV
12/107,025	4/21/2008	US	Systems and Methods for Creating an Effect Using Microwave Energy in Specified Tissue	9853.20898-PROV FOR
PCT/US2008/060922	4/18/2008	PCT	Systems and Methods for Creating An Effect Using Microwave Energy to Specified Tissue	9853.20898-PCT 1
PCT/US2008/060935	4/18/2008	PCT	Methods and Apparatus for Reducing Sweat Production	9853.20898-PCT 2
PCT/US2008/060940	4/18/2009	PCT	Systems and Methods for Creating An Effect Using Microwave Energy to Specified Tissue	9853.20898-PCT 3
PCT/US2008/060929	4/18/2008	PCT	Methods, Devices and Systems for Non-Invasive Delivery of Microwave Therapy	9853.20898-PCT 4

Attorney Docket 9853.20898

PATENT

RECORDED: 01/21/2010

REEL: 023823 FRAME: 0011