

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Emphasys Medical, Inc.	03/19/2010
Venture Lending & Leasing IV, Inc.	03/03/2010
Venture Lending & Leasing V, Inc.	03/03/2010

RECEIVING PARTY DATA

Name:	Pulmonx
Street Address:	700 Chesapeake Dr.
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	6632243
Application Number:	11186293
Application Number:	10887337
Patent Number:	5954766
Patent Number:	6904909
Application Number:	10687081
Application Number:	10298387
Application Number:	10071620
Application Number:	10081569
Application Number:	11395396
Application Number:	10275995
Application Number:	10703919

CORRESPONDENCE DATA

501130677

PATENT
REEL: 024140 FRAME: 0103

CH \$480.00 6632243

Fax Number: (415)576-0300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: vttufono@townsend.com

Correspondent Name: Townsend and Townsend and Crew LLP

Address Line 1: Two Embarcadero Center

Address Line 2: Eighth Floor

Address Line 4: San Francisco, CALIFORNIA 94111-3834

ATTORNEY DOCKET NUMBER:

017534- 12 DOCKET NUMBERS

NAME OF SUBMITTER:

Brad J. Loos, Reg. No. 51,968

Total Attachments: 13

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ASSIGNMENT OF PATENTS

WHEREAS, Emphasys Medical, Inc., a Delaware corporation ("Debtor"), with its principal place of business located at 700 Chesapeake Dr., Redwood City, CA 94063, is the owner of entire right, title and interest in and to the Patents and Patent Applications (as defined below);

WHEREAS, Debtor is indebted to Venture Lending & Leasing IV, Inc., a Maryland corporation, and Venture Lending & Leasing V, Inc., a Maryland corporation (collectively "Lenders"), which hold security interests in substantially all of Debtor's property, including the Patents and Patent Applications;

WHEREAS, Debtor is currently in default of its obligations to Lenders pursuant to the terms of a Loan and Security Agreement dated September 5, 2007 between Debtor and Lenders (as amended from time to time, and as supplemented by the Supplement to the Loan and Security Agreement between Debtor and Lenders dated as of September 5, 2007, the "Loan Agreement");

WHEREAS, Lenders are entitled to exercise their remedies under the Loan Agreement and applicable law, including a foreclosure sale of all or part of Lenders; collateral, with the proceeds of such sale to be applied to the indebtedness of Debtor to Lenders;

WHEREAS, Lenders have sold the Patents and Patent Applications to Pulmonx, a California corporation, with its principal place of business located at 700 Chesapeake Dr., Redwood City, CA 94063 ("Purchaser"), pursuant to that certain Foreclosure Sale Agreement dated March 31, 2009 by among Lenders, Purchaser and Debtor (the "Sale Agreement");

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lenders, through a foreclosure sale, do hereby sell, assign, transfer and set over unto Purchaser, and its successors and assigns, Debtor's and Lenders; entire right, title and interest in and to all patents and patent applications owned by Debtor or in which Debtor has an interest, including without limitation those listed on Schedule A hereto; all continuations, divisionals, continuations-in-part, reissues, extensions, patents of addition, re-examinations or substitutions relating thereto; all foreign applications based thereon or claiming the benefit thereof; all United States and foreign patents issued on any of the foregoing; and all file histories and physical and electronic documentation, including without limitation all invention disclosures, prosecution papers, notes, drawings, reports, flow charts, instructions, manuals, notebooks and memoranda, that directly relate to such patents and patent applications (the foregoing, collectively, "Patents and Patent Applications"), the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assign or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Debtor if this assignment and sale had not been made, together with all rights, credits, judgments, choses in action, rights of set-off and other claims of every type and nature of, for or arising from or relating to past, present or future infringement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Patents and Patent Applications.

In addition, Lenders do hereby authorize and request competent authorities to issue any letters patent as shall be granted upon the foregoing patent applications to Purchaser and its successors and assigns.

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Assignment
Page 2

IN WITNESS WHEREOF, each Lender has caused this instrument to be executed by its duly authorized officer this ____ day of _____, 20 ____.

LENDER:

VENTURE LENDING & LEASING IV, INC.

By: [Signature]
Name: Maurice Werdegarr
Title: President and CEO

State of _____)
County of _____) ss

On this ____ day of _____, 20____, before me appeared _____, to me personally known who, being duly sworn, did depose and say the he/she is the _____ of Venture Lending & Leasing IV, Inc., name in and which executed the foregoing instrument, and that said instrument was signed on behalf of said entities and said _____ acknowledged said instrument to be the free and authorized act and deed of said entities.

Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT

State of California
County of Santa Clara)

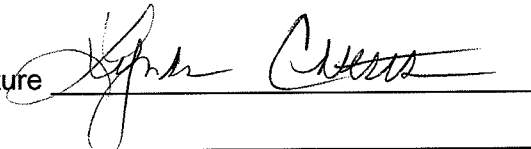
On March 3, 2010 before me, Lynda Colletta, Notary Public
(insert name and title of the officer)

personally appeared Maurice Werdegarr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

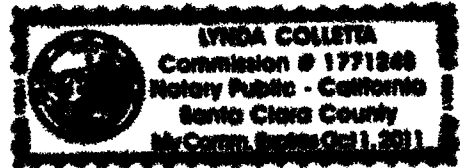
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)




Assignment
Page 3

IN WITNESS WHEREOF, each Lender has caused this instrument to be executed by its duly authorized officer this _____ day of _____, 20____.

LENDER:

VENTURE LENDING & LEASING V, INC.

By: 
Name: Maurice Werdegarr
Title: President and CEO

State of _____)
County of _____) ss

On this _____ day of _____, 20____, before me appeared _____, to me personally known who, being duly sworn, did depose and say the he/she is the _____ of Venture Lending & Leasing V, Inc., name in and which executed the foregoing instrument, and that said instrument was signed on behalf of said entities and said _____ acknowledged said instrument to be the free and authorized act and deed of said entities.

Notary Public
My Commission Expires: _____ (Seal)

ACKNOWLEDGMENT

State of California

County of Santa Clara)

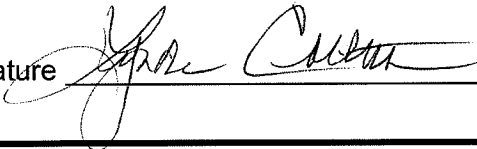
On March 3, 2010 before me, Lynda Colletta, Notary Public
(insert name and title of the officer)

personally appeared Maurice Werdegarr,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

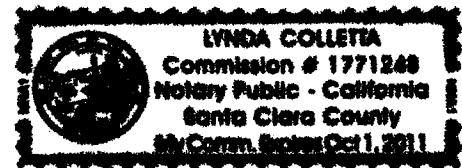
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PATENT

REEL: 024140 FRAME: 0109

IN WITNESS WHEREOF, each Lender has caused this instrument to be executed by its duly authorized officer this ____ day of _____, 20__.

DEBTOR:

EMPHASYS MEDICAL, INC.

By: _____
Name: John G. McCutcheon
Title: President & CEO

State of _____)
County of _____) ss

On this ____ day of _____, 20__, before me appeared John G. McCutcheon, to me personally known who, being duly sworn, did depose and say the he/she is the _____ of Emphasys Medical, Inc., name in and which executed the foregoing instrument, and that said instrument was signed on behalf of said entities and said John G. McCutcheon acknowledged said instrument to be the free and authorized act and deed of said entities.

Notary Public
My Commission Expires: _____ (Seal)

SCHEDULE A

No.	Application No.	Title	Date Filed	Our Ref.
1	09/397,218 (Now U.S. Pat. No. 6,632,243)	BODY FLUID FLOW CONTROL DEVICE	09/16/1999	017534-006310US
2	11/186,293 US 2006-0030863 A1	IMPLANTED BRONCHIAL ISOLATION DEVICE DELIVERY DEVICES AND METHODS	07/20/2005	017534-007410US
3	10/887,337 US 2005-0016530 A1	TREATMENT PLANNING WITH IMPLANTABLE BRONCHIAL ISOLATION DEVICES	07/08/2004	017534-007510US
4	08/931,552 (Now U.S. Pat. No. 5,954,766)	BODY FLUID FLOW CONTROL DEVICE	09/16/1997	017534-006300US
5	10/303,318 (Now U.S. Pat. No. 6,904,909)	METHODS AND DEVICES FOR USE IN PERFORMING PULMONARY PROCEDURES	11/22/2002	017534-006223US
6	10/687,081 US 2004-0154621 A1	METHODS AND DEVICES FOR USE IN PERFORMING PULMONARY PROCEDURES	10/15/2003	017534-006224US
7	10/298,387 US 2003-0127090 A1	ACTIVE PUMP BRONCHIAL IMPLANT	11/14/2002	017534-006910US
8	10/071,620 US 2002-0095209 A1	BODY FLUID FLOW CONTROL DEVICE	02/08/2002	017534-006312US
9	10/081,569 US 2002-0077696 A1	BODY FLUID FLOW CONTROL DEVICE	02/21/2002	017534-006313US
10	11/395,396 US 2003-0070683 A1	METHODS AND DEVICES FOR USE IN PERFORMING PULMONARY PROCEDURES	03/30/2006	017534-006211US
11	10/275,995 US 2003-0164168 A1	BRONCHIOPULMONARY OCCLUSION DEVICES AND LUNG VOLUME REDUCTION METHODS	04/07/2003	017534-005200US
12	10/703,919 US 2005-0051163 A1	METHODS AND DEVICES FOR IN USE PERFORMING PULMONARY PROCEDURES	11/06/2003	017534-006225US

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ASSIGNMENT OF PATENTS

WHEREAS, Emphasys Medical, Inc., a Delaware corporation ("Debtor"), with its principal place of business located at 700 Chesapeake Dr., Redwood City, CA 94063, is the owner of entire right, title and interest in and to the Patents and Patent Applications (as defined below);

WHEREAS, Debtor is indebted to Venture Lending & Leasing IV, Inc., a Maryland corporation, and Venture Lending & Leasing V, Inc., a Maryland corporation (collectively "Lenders"), which hold security interests in substantially all of Debtor's property, including the Patents and Patent Applications;

WHEREAS, Debtor is currently in default of its obligations to Lenders pursuant to the terms of a Loan and Security Agreement dated September 5, 2007 between Debtor and Lenders (as amended from time to time, and as supplemented by the Supplement to the Loan and Security Agreement between Debtor and Lenders dated as of September 5, 2007, the "Loan Agreement");

WHEREAS, Lenders are entitled to exercise their remedies under the Loan Agreement and applicable law, including a foreclosure sale of all or part of Lenders; collateral, with the proceeds of such sale to be applied to the indebtedness of Debtor to Lenders;

WHEREAS, Lenders have sold the Patents and Patent Applications to Pulmonx, a California corporation, with its principal place of business located at 700 Chesapeake Dr., Redwood City, CA 94063 ("Purchaser"), pursuant to that certain Foreclosure Sale Agreement dated March 31, 2009 by among Lenders, Purchaser and Debtor (the "Sale Agreement");

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lenders, through a foreclosure sale, do hereby sell, assign, transfer and set over unto Purchaser, and its successors and assigns, Debtor's and Lenders; entire right, title and interest in and to all patents and patent applications owned by Debtor or in which Debtor has an interest, including without limitation those listed on Schedule A hereto; all continuations, divisionals, continuations-in-part, reissues, extensions, patents of addition, re-examinations or substitutions relating thereto; all foreign applications based thereon or claiming the benefit thereof; all United States and foreign patents issued on any of the foregoing; and all file histories and physical and electronic documentation, including without limitation all invention disclosures, prosecution papers, notes, drawings, reports, flow charts, instructions, manuals, notebooks and memoranda, that directly relate to such patents and patent applications (the foregoing, collectively, "Patents and Patent Applications"), the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assign or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Debtor if this assignment and sale had not been made, together with all rights, credits, judgments, choses in action, rights of set-off and other claims of every type and nature of, for or arising from or relating to past, present or future infringement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Patents and Patent Applications.

In addition, Lenders do hereby authorize and request competent authorities to issue any letters patent as shall be granted upon the foregoing patent applications to Purchaser and its successors and assigns.

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Assignment
Page 2

IN WITNESS WHEREOF, each Lender has caused this instrument to be executed by its duly authorized officer this ____ day of _____, 20__.

LENDER:

VENTURE LENDING & LEASING IV, INC.

By: _____
Name: _____
Title: _____

State of _____)
County of _____) ss

On this ____ day of _____, 20__, before me appeared _____, to me personally known who, being duly sworn, did depose and say the he/she is the _____ of Venture Lending & Leasing IV, Inc., name in and which executed the foregoing instrument, and that said instrument was signed on behalf of said entities and said _____ acknowledged said instrument to be the free and authorized act and deed of said entities.

Notary Public (Seal)
My Commission Expires: _____

IN WITNESS WHEREOF, each Lender has caused this instrument to be executed by its duly authorized officer this ____ day of _____, 20__.

LENDER:

VENTURE LENDING & LEASING V, INC.

By: _____

Name: _____

Title: _____

State of _____)
County of _____) ss

On this ____ day of _____, 20__, before me appeared _____, to me personally known who, being duly sworn, did depose and say the he/she is the _____ of Venture Lending & Leasing V, Inc., name in and which executed the foregoing instrument, and that said instrument was signed on behalf of said entities and said _____ acknowledged said instrument to be the free and authorized act and deed of said entities.

Notary Public
My Commission Expires: _____ (Seal)

IN WITNESS WHEREOF, each Lender has caused this instrument to be executed by its duly authorized officer this 19th day of March, 2010.

DEBTOR:

EMPHASYS MEDICAL, INC.

By: [Signature]
Name: John G. McCutcheon
Title: President & CEO

State of California
County of San Mateo ss

On this ____ day of _____, 20__, before me appeared John G. McCutcheon, to me personally known who, being duly sworn, did depose and say the he/she is the _____ of Emphasys Medical, Inc., name in and which executed the foregoing instrument, and that said instrument was signed on behalf of said entities and said John G. McCutcheon acknowledged said instrument to be the free and authorized act and deed of said entities.

Notary Public
My Commission Expires: _____ (Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (If any)

State of California

County of SAN MATEO

Subscribed and sworn to (or affirmed) before me on this

19 day of MARCH, 20 10, by
Date Month Year

(1) John G. McCutcheon
Name of Signer

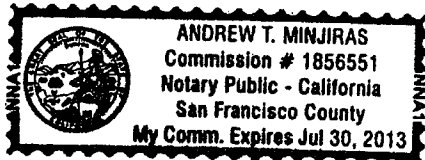
proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature Andrew T. Minjiras
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

SCHEDULE A

No.	Application No.	Title	Date Filed	Our Ref.
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62475113 v1