

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee name and to update the Assignee address previously recorded on Reel 011901 Frame 0234. Assignor(s) hereby confirms the Assignee name is Capnia, Inc. and the Assignee address is 2445 Faber Place, Suite 250, Palo Alto, CA 94303.
CONVEYING PARTY DATA	
Name	Execution Date
Julia S. Rasor	04/18/2001
RECEIVING PARTY DATA	
Name:	Capnia, Inc.
Street Address:	2445 Faber Place, Suite 250
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94303
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6959708
CORRESPONDENCE DATA	
Fax Number:	(650)798-3600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-798-3500
Email:	castros@howrey.com
Correspondent Name:	Howrey LLP
Address Line 1:	1950 University Avenue 4th Floor
Address Line 4:	East Palo Alto, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	20419.0004.NPUS00
NAME OF SUBMITTER:	Viola T. Kung
Total Attachments: 4 source=6959708_JR_Assignment#page1.tif source=6959708_JR_Assignment#page2.tif	

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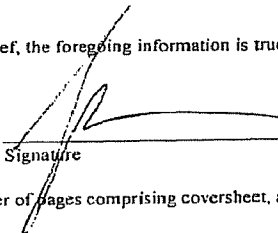
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06-21-2001



<i>To the Honorable</i>		101757459	<i>record the attached original documents or copy thereof.</i>	
1 Name of the conveying party(ies): Julia S. Rasor		2. Name and address of the receiving party(ies): Name: Capnia, Incorporated C-1801 Street Address: 104 Smith Creek Drive City: Los Gatos State: CA Zip: 95030		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other		Execution Date: April 18, 2001		
4. Application number(s) or patent number(s) : If this document is being filed together with a new application, the execution date of the application is :				
A. Patent Application No.(s) 09/614,389 — 09/708,186 09/795,154 09/795,648		B Patent No.(s)		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5 Name and address of party to whom correspondence concerning document should be mailed: Name: Jill L. Robinson Street Address: 95 Shuey Drive City: Moraga State: CA Zip: 94556		6 Total number of application and patents involved: 4		
		7. Total fee (37 CFR 3.41) \$70.00 160.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
		8. Deposit Account Number: (Attach duplicate e copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE				
9. Statement of signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document				
Attorney <u>Jill L. Robinson</u> Name of Person Signing		 Signature		<u>May 18, 2001</u> Date
Total number of pages comprising coversheet, attachments and document: 3				

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
Ned S. RASOR et al.

Application No. 09/708,186
(now Patent No. 6,959,708)

Filed: November 7, 2000
(Issued: November 1, 2005)

For: METHOD FOR CO-APPLICATION OF
GASES AND DRUGS TO POTENTIATE
THEIR ACTION IN RELIEVING
HEADACHES, ANGINA AND OTHER
AILMENTS

Art Unit: 3761

Confirmation No.: 1156

Examiner: DAWSON, Glenn K.

Attorney Docket:
20419.0004.NPUS00

DECLARATION BY ASSIGNEE

The undersigned is the assignee of the entire right, title, and interest in the application identified above by virtue of assignments from the inventor(s) of the patent application/patent identified above. The assignments were recorded in the United States Patent and Trademark Office at Reel/Frame 011901/0234 and Reel/Frame 011901/0247.

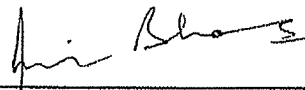
The undersigned has discovered a typographical error in the recorded assignment document in that the assignee name "Capnia, Inc." was misstated as "Capnia, Incorporated." The undersigned hereby requests that a corrective document showing the correct assignee name "Capnia, Inc." be recorded.

A true copy of the originally recorded papers is enclosed herewith.

In addition, the current address of Capnia, Inc. is 2445 Faber Place, Suite 250, Palo Alto, CA 94303. The undersigned requests that a corrective document showing the current assignee address be recorded.

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 5/27/10



Anish Bhatnagar, MD
President
Capnia, Inc.

ASSIGNMENT

WHEREAS, Julia S. Rasor (the "Inventor") having a post office address at 104 Smith Creek Drive, Los Gatos, California 95030 is an inventor of the inventions disclosed and claimed in applications for United States Patent filed on July 12, 2000, U.S. Reg. No. 09/614,389; November 7, 2000, U.S. Reg. No. 09/708,186; February 27, 2001, U.S. Reg. No. 09/795,154; and February 28, 2001, U.S. Reg. No. 09/795,648 (the "Applications"); and

WHEREAS, Capnia, Incorporated, a Delaware corporation, having a post office address at 104 Smith Creek Drive, Los Gatos, California 95030 (the "Assignee"), wishes to acquire the entire right, title and interest in and to the Applications and the inventions disclosed therein, and in and to all embodiments of the inventions conceived, made or discovered by the Inventor (collectively, the "Inventions"), and in and to any and all patents, certificates of invention, governmental grants and other forms of protection thereon (individually and collectively "Patents") applied for or granted in the United States and/or any other countries.

NOW THEREFORE, in consideration of the sum of \$1.00 dollar, the receipt of which is hereby acknowledged, and for good and valuable consideration acknowledged by the Inventor to have been received in full from the Assignee:

1. The Inventor hereby sells, assigns, transfers and conveys to the Assignee, the full and exclusive right to the Inventions in the United States and/or any other countries, and the entire right, title and interest in and to the Inventions, the Applications and any Patents that may issue therefrom. In addition to, and not in limitation of the foregoing, the Inventor hereby sells, assigns, transfers and conveys to the Assignee all rights (i) to apply for Patents, in all countries of the world, including the right to apply for patents pursuant to any international convention, treaty, agreement or understanding; (ii) in and to any applications filed and any Patents granted on said Inventions in the United States and/or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said Applications; (iii) in and to each and every reissue or extension of any Patents; and (iv) in and to each and every patent claim resulting from a reexamination certificate for any and/or all of the Patents.

2. The Inventor agrees to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right title and interest conveyed herein, in the United States and/or any other countries, including without limitation: prompt production of pertinent facts and documents, giving of testimony, executing of petition, oaths, specifications, declarations or other papers, and any other assistance deemed necessary or appropriate by the Assignee (i) for perfecting in the Assignee the right, title and interest conveyed herein; (ii) for prosecuting any application for a Patent, including the Applications; (iii) for filing and prosecuting substitute, divisional, continuing, or additional applications covering the Inventions; (iv) for filing and prosecuting applications for reissue of any Patents; (v) for interference or other priority proceedings involving the Inventions; and (vi) for legal proceedings involving the Inventions, any applications and any Patents granted thereon, including, without limitation opposition proceedings, cancellation proceedings, compulsory license proceedings, priority contests, public use proceedings, reexamination proceedings, infringement actions and court

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actions; provided that the reasonable expenses incurred by the Inventor in providing such cooperation shall be paid for by the Assignee.

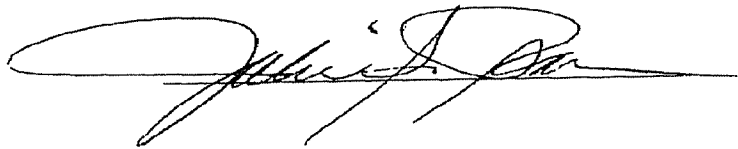
3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, his successors, assigns and other legal representatives, and shall be binding upon the Inventor, his heirs, legal representatives and assigns.

4. The Inventor warrants that he has not entered and will not enter into any assignment, contract or understanding in conflict herewith.

5. The Inventor hereby authorizes the Commission of Patent and Trademarks to issue any United States Patent that may issue from the Applications to the Assignee, including the entire right, title and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which such Patents may be granted, as fully and entirely as the same would have been held by the Inventor had this Assignment and sale not been made.

IN WITNESS WHEREOF, the Inventor has executed and delivered this Assignment to the Assignee on the date of acknowledgement before the Notary Public as given below.

Julia S. Rasor

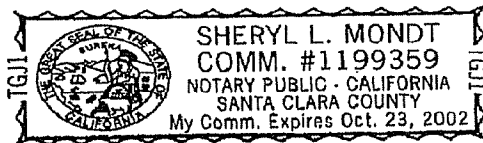


State of CALIFORNIA)
County of SANTA CLARA)

On APRIL 18, 2001 before me, SHERYL L. MONDT,
personally appeared JULIA S. RASOR 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/her 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.

Signature Sheryl L. Mondt



RECORDED: 06/18/2001

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RECORDED: 05/28/2010

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