

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  |  |               |                |                 |                             |       |           |                |            |              |       |
| <table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Julia S. Rasor</td><td>04/18/2001</td></tr></table>  |  | Name          | Execution Date | Julia S. Rasor  | 04/18/2001                  |       |           |                |            |              |       |
| Name  | Execution Date   |               |                |                 |                             |       |           |                |            |              |       |
| Julia S. Rasor  | 04/18/2001   |               |                |                 |                             |       |           |                |            |              |       |
| RECEIVING PARTY DATA  |  |               |                |                 |                             |       |           |                |            |              |       |
| <table border="1"><tr><td>Name:</td><td>Capnia, Inc.</td></tr><tr><td>Street Address:</td><td>2445 Faber Place, Suite 250</td></tr><tr><td>City:</td><td>Palo Alto</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94303</td></tr></table> |  | Name:         | Capnia, Inc.   | Street Address: | 2445 Faber Place, Suite 250 | City: | Palo Alto | State/Country: | CALIFORNIA | Postal Code: | 94303 |
| Name:   | Capnia, Inc.   |               |                |                 |                             |       |           |                |            |              |       |
| Street Address:   | 2445 Faber Place, Suite 250  |               |                |                 |                             |       |           |                |            |              |       |
| City:   | Palo Alto  |               |                |                 |                             |       |           |                |            |              |       |
| State/Country:  | CALIFORNIA   |               |                |                 |                             |       |           |                |            |              |       |
| Postal Code:  | 94303  |               |                |                 |                             |       |           |                |            |              |       |
| PROPERTY NUMBERS Total: 1   |  |               |                |                 |                             |       |           |                |            |              |       |
| <table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>6652479</td></tr></table>  |  | Property Type | Number         | Patent Number:  | 6652479                     |       |           |                |            |              |       |
| Property Type   | Number   |               |                |                 |                             |       |           |                |            |              |       |
| Patent Number:  | 6652479  |               |                |                 |                             |       |           |                |            |              |       |
| CORRESPONDENCE DATA   |  |               |                |                 |                             |       |           |                |            |              |       |
| Fax Number: (650)798-3600<br><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:   | 20419.0010.NPUS00  |               |                |                 |                             |       |           |                |            |              |       |
| NAME OF SUBMITTER:  | Viola T. Kung  |               |                |                 |                             |       |           |                |            |              |       |
| Total Attachments: 4<br>source=6652479_JR_Assignment#page1.tif<br>source=6652479_JR_Assignment#page2.tif  |  |               |                |                 |                             |       |           |                |            |              |       |

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06-21-2001



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|--|------------------|--|--|--|------------------|--|
| <i>To the Honorable</i><br><span style="font-size: 1.2em; font-weight: bold;">101757459</span>   |                  | <i>record the attached original documents or copy thereof.</i>   |  |  |                  |  |
| 1. Name of the conveying party(ies):<br>Julia S. Rasor<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>Nature of conveyance:<br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other<br><br>Execution Date: April 18, 2001   |                  | 2. Name and address of the receiving party(ies):<br>Name: Capnia, Incorporated <span style="float: right; font-size: 1.5em;">G-1801</span><br>Street Address: 104 Smith Creek Drive<br>City: Los Gatos    State: CA<br>Zip: 95030<br><br>Additional name(s) and address(es) attached?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |  |                  |  |
| 4. Application number(s) or patent number(s) :<br><p style="text-align: center; font-size: 0.8em;">If this document is being filed together with a new application, the execution date of the application is :</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;">           A. Patent Application No.(s)<br/>           09/614,389 —<br/>           09/708,186<br/>           09/795,154<br/>           09/795,648         </td> <td style="width: 50%; vertical-align: top; border: none;">           B. Patent No.(s)         </td> </tr> </table>  |                  |  |  | A. Patent Application No.(s)<br>09/614,389 —<br>09/708,186<br>09/795,154<br>09/795,648 | B. Patent No.(s) |  |
| A. Patent Application No.(s)<br>09/614,389 —<br>09/708,186<br>09/795,154<br>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:<br><br>Name: Jill L. Robinson<br>Street Address: 95 Shuey Drive<br>City: Moraga    State: CA    Zip: 94556   |                  | 6. Total number of application and patents involved:<br><div style="text-align: center; font-size: 1.2em;">4</div><br>7. Total fee (37 CFR 3.41) \$ <del>70.00</del> 160.00<br><input checked="" type="checkbox"/> Enclosed<br><input type="checkbox"/> Authorized to be charged to deposit account<br><br>8. Deposit Account Number:<br>(Attach duplicate e copy of this page if paying by deposit account) |  |  |                  |  |
| <b>DO NOT USE THIS SPACE</b>   |                  |  |  |  |                  |  |
| 9. Statement of signature.<br><p style="font-size: 0.8em;">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</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; vertical-align: bottom;">           Attorney    Jill L. Robinson<br/>           Name of Person Signing         </td> <td style="width: 40%; text-align: center; vertical-align: bottom;">            Signature         </td> <td style="width: 30%; text-align: right; vertical-align: bottom;"> <div style="text-align: center;"> <div style="font-size: 1.2em; margin: 0;">May 18, 2001</div> <div style="font-size: 0.8em; margin: 0;">Date</div> </div> </td> </tr> </table> <p style="text-align: center; font-size: 0.8em;">Total number of pages comprising coversheet, attachments and document: 3</p> |                  |  |  | Attorney    Jill L. Robinson<br>Name of Person Signing                                 | Signature        | <div style="text-align: center;"> <div style="font-size: 1.2em; margin: 0;">May 18, 2001</div> <div style="font-size: 0.8em; margin: 0;">Date</div> </div> |
| Attorney    Jill L. Robinson<br>Name of Person Signing   | Signature        | <div style="text-align: center;"> <div style="font-size: 1.2em; margin: 0;">May 18, 2001</div> <div style="font-size: 0.8em; margin: 0;">Date</div> </div>   |  |  |                  |  |

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PATENT

REEL: 011901 FRAME: 0234

PATENT

REEL: 024456 FRAME: 0586

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:  
Ned S. RASOR

Application No. 09/795,648  
(now Patent No. 6,652,479)

Filed: February 28, 2001  
(Issued: November 25, 2003)

For: METHOD AND APPARATUS  
FOR TRANSCUTANEOUS  
INFUSION OF CARBON DIOXIDE  
FOR LOCAL RELIEF OF PAIN AND  
OTHER AILMENTS

Art Unit: 3761

Confirmation No.: 5805

Examiner: TRUONG, Linh T.

Attorney Docket: 20419.0010.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.

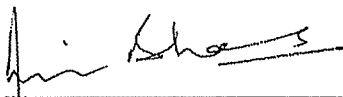
The undersigned has discovered a typographical error in the recorded assignment document in that the assignee name "Capnia, Inc." was misstated as "Capnia, Incorporated." The undersigned hereby requests that a corrective document showing the correct assignee name "Capnia, Inc." be recorded.

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.

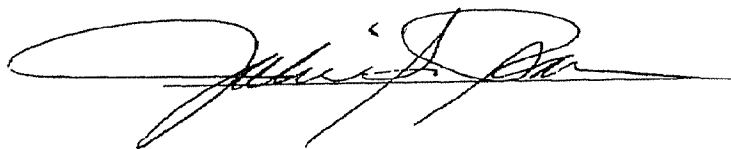
3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, his successors, assigns and other legal representatives, and shall be binding upon the Inventor, his heirs, legal representatives and assigns.

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



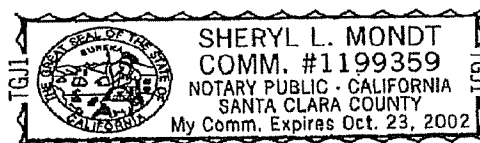
State of CALIFORNIA )

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

PATENT  
REEL: 011901 FRAME: 0236

RECORDED: 05/28/2010

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