

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BioMedical Drug Development Inc.	05/11/2010
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
Application Number:	10561561
CORRESPONDENCE DATA	
Fax Number:	(650)494-0792
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 813-5676
Email:	pellison@mofo.com
Correspondent Name:	Marcus Eric Reeslund
Address Line 1:	Morrison & Foerster LLP
Address Line 2:	755 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1018
ATTORNEY DOCKET NUMBER:	643132000200
NAME OF SUBMITTER:	Marcus Eric Reeslund
Total Attachments: 2 source=10561561_to_Capnia#page1.tif source=10561561_to_Capnia#page2.tif	

CH \$40.00 10561561

501349997

PATENT
REEL: 025356 FRAME: 0894

EXHIBIT 1

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of May 11, 2010 (the "Effective Date"), is made by and between Capnia, Inc., a Delaware corporation located at 2445 Faber Place, Suite 250, Palo Alto, CA 94303 ("Assignee") and BioMedical Drug Development Inc., a Delaware corporation located at 533 Bryant Street #6, Palo Alto, CA 94028 ("Assignor").

WHEREAS, pursuant to an Asset Purchase Agreement dated concurrently herewith between Assignor and Assignee, Assignor agreed to sell and transfer and sold and transferred to Assignee all of Assignor's rights, if any, title, benefit and interest in and to all inventions, granted Patents and any reissues thereof, and all applications for Letters Patent listed below:

- PCT/US2003/19310, entitled "Breath End Tidal Gas Monitor," filed on June 19, 2003; and
- U.S. Patent Application No. 10/561561, entitled "Breath End Tidal Gas Monitor," filed on December 19, 2005

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto, intending to be legally bound, agree as follows:

1. Assignor has assigned, sold and set over, and by these presents assign, sell and set over unto the Assignee, its successors, legal representatives and assigns, for the territory of the United States of America and all foreign countries, the entire rights, if any, title and interest in and to said inventions, said Patents, including the right to sue for past infringements thereof, and said applications for Letters Patent, including the right to file foreign patent applications corresponding to said applications, and the right to claim the priority date of said patent applications and any legal equivalents thereof, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of said applications, or re-issues or extensions of said Letters Patent or Patents prepared and executed by Assignor on even date herewith, the same to be held and enjoyed by the Assignee, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made.
2. Assignor hereby covenants and agrees that Assignor will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all reasonable lawful acts that may be necessary or desirable to perfect the title to said inventions and to obtain Letters Patent therefor, and Assignor hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to the said Assignee in accordance with this Agreement.
3. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Assignment may be executed and delivered by facsimile or e-mail transmission with the same effect as if a manually signed original was personally delivered.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be made effective as of the date above as executed on the dates indicated below.

ASSIGNOR: BioMedical Drug Development Inc.

Signature: [Signature]

Name: Tidmarsh

Title: CEO

Date: 11 May 10

ASSIGNEE: Capnia, Inc.

Signature: [Signature]

Name: ANISH BHATNAGAR MD

Title: PRESIDENT

Date: May 11, 2010