**PATENT ASSIGNMENT**

Electronic Version v1.1
Stylesheet Version v1.1

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<th>NEW ASSIGNMENT</th>
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<td>NATURE OF CONVEYANCE:</td>
<td>ASSIGNMENT</td>
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**CONVEYING PARTY DATA**

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Cipollone</td>
<td>12/17/2010</td>
</tr>
<tr>
<td>Joey Aguirre</td>
<td>12/07/2010</td>
</tr>
<tr>
<td>Todd Allum</td>
<td>12/06/2010</td>
</tr>
<tr>
<td>Darius Eghbal</td>
<td>12/06/2010</td>
</tr>
<tr>
<td>Anthony D. Wondka</td>
<td>12/17/2010</td>
</tr>
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**RECEIVING PARTY DATA**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Breathe Technologies, Inc.</th>
</tr>
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<tbody>
<tr>
<td>Street Address:</td>
<td>4000 Executive Parkway, Suite 190</td>
</tr>
<tr>
<td>City:</td>
<td>SAN RAMON</td>
</tr>
<tr>
<td>State/Country:</td>
<td>CALIFORNIA</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>94583</td>
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**PROPERTY NUMBERS Total: 2**

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<td>Application Number:</td>
<td>12876099</td>
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<td>PCT Number:</td>
<td>US1047920</td>
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**CORRESPONDENCE DATA**

Fax Number: (703)744-8001

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

Phone: 7037448000

Email: bdonovan@pattonboggs.com

Correspondent Name: Michele V. Frank

Address Line 1: Patton Boggs LLP

Address Line 2: 8484 Westpark Drive, Suite 900

Address Line 4: McLean, VIRGINIA 22102

**ATTORNEY DOCKET NUMBER:** 023189.0123P6US&P6WO

501430585  PATENT
REEL: 025766 FRAME: 0465
<table>
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<tr>
<th>NAME OF SUBMITTER:</th>
<th>Michele V. Frank</th>
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**Total Attachments: 9**
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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this ____ day of December, 2010, by 1) Joseph Cipollone; 2) Joey Aguirre; 3) Todd Allum; 4) Darius Eghbal; and 5) Anthony D. Wondka (hereinafter referred to as Assignors), residing at 1) 9696 Thunderbird Drive, San Ramon, California 94583; 2) 324 Park Place, San Ramon, California 94583; 3) 4052 Emerson Drive, Livermore, California 94551; 4) 619 56th Street, Oakland, California 94609; and 5) 1294 Roselawn Avenue, Thousand Oaks, California 91362, respectively;


WHEREAS, Breathe Technologies, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 4000 Executive Parkway, Suite 190, San Ramon, California 94583 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent
of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar ($1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to
interference proceedings, is lawful and desirable; or, that any division, continuation or
continuation-in-part of any application for Letters Patent, or any reissue, reexamination or
extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue
said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters
Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal
representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this
Assignment any further identification which may be necessary or desirable in order to comply with
the rules of the United States Patent and Trademark Office for recordation of this document:

PATTON BOGGS LLP

All practitioners at Customer Number 32042

AND Assignors acknowledge an obligation of assignment of this invention to Assignee
at the time the invention was made.
Witnessed By:

[Signature]
Witness Signature

Jasen Weijs
Printed Witness Name

Witness Address:

4000 Executive Pkwy, Ste 190
San Ramon, CA 94583

[Date] 17 Dec 2010
Date
Joey Aguirre

12/7/10

Witnessed By:

[Signature]

Witness Signature

[Twyla Weijs]

Printed Witness Name

7 Dec 2010

Witness Address:

5000 Executive Pkwy, Inc

Street

San Ramon, CA 94583

City, State, ZIP Code
Witnessed By:

[Signature]

Witness Signature

[Tuyet Weijs]
Printed Witness Name

Witness Address:

4000 Executive Pkwy, Ste 190
Street
San Ramon, CA 94583
City, State, ZIP Code

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
Witnessed By:

[Darius Eghbal]

06 December 2010
Date

Witness Signature

[Signature]

No Dec 2010
Date

Printed Witness Name

[Tayet Weijs]

Witness Address:

4000 Executive Pkwy, 190

Street

San Ramon, CA 94503

City, State, ZIP Code
Witnessed By:

[Signature]

Witness Signature

[Name]

Printed Witness Name

Witness Address:

4000 Executive Pkwy, Ste 190

Street

San Ramon, CA 94587

City, State, ZIP Code

17 Dec 2010

Date
Breathe Technologies, Inc.

By: Anthony Wandrea, VP Technology & Clinical Affairs

Signature of Representative 12/17/10

Representative Address:
4000 Executive Pkwy, Ste 190
San Ramon, CA 94583

Witnessed By:

Witness Signature 17 Dec 2010

Printed Witness Name

Witness Address:
4000 Executive Pkwy, Ste 190
San Ramon, CA 94583