

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Darius Eghbal</td><td>03/31/2011</td></tr><tr><td>Jose J. Aguirre Jr.</td><td>03/31/2011</td></tr><tr><td>Todd W. Allum</td><td>03/31/2011</td></tr><tr><td>Joseph Cipollone</td><td>03/31/2011</td></tr><tr><td>Anthony D Wondka</td><td>04/15/2011</td></tr></tbody></table>		Name	Execution Date	Darius Eghbal	03/31/2011	Jose J. Aguirre Jr.	03/31/2011	Todd W. Allum	03/31/2011	Joseph Cipollone	03/31/2011	Anthony D Wondka	04/15/2011
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<table border="1"><tr><td>Name:</td><td>Breathe Technologies, Inc.</td></tr><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></tr></table>		Name:	Breathe Technologies, Inc.	Street Address:	4000 Executive Parkway, Suite 190	City:	SAN RAMON	State/Country:	CALIFORNIA	Postal Code:	94583		
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
Fax Number: (703)744-8001 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 7037448000 Email: bdonovan@pattonboggs.com Correspondent Name: Patton Boggs LLP Address Line 1: 8484 Westpark Dr., 9th Floor Address Line 4: McLean, VIRGINIA 22102													
ATTORNEY DOCKET NUMBER:	023189.0149PDUS												
NAME OF SUBMITTER:	Michele V. Frank												
Total Attachments: 9													

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## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made this 31 day of March, 2011, by 1) Darius Eghbal; 2) Jose J. Aguirre, Jr.; 3) Todd W. Allum; 4) Joseph Cipollone; and 5) Anthony D. Wondka (hereinafter referred to as Assignors), residing at 1) 619 56th Street, Oakland, California 94609; 2) 324 Park Place, San Ramon, California 94583; 3) 4052 Emerson Drive, Livermore, California 94551; 4) 9696 Thunderbird Drive, San Ramon, California 94583; 5) 1294 Roselawn Avenue, Thousand Oaks, California 91362, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in NASAL INTERFACE, ("invention"), set forth in an application for Letters Patent of the United States, already filed as 29/388,700, filed March 31, 2011. This application is a continuation of U.S. Non-Provisional Patent Application No. 12/355,753, filed January 16, 2009, which claims priority to U.S. Provisional Patent Application No. 61/106,414, filed October 17, 2008 and U.S. Provisional Patent Application No. 61/006,548, filed January 18, 2008.

This application is also a continuation of U.S. Non-Provisional Patent Application No. 12/876,098, filed September 3, 2010, which is a continuation-in-part of U.S. Non-Provisional Patent Application No. 12/753,846, filed April 2, 2010, a continuation-in-part of U.S. Non-Provisional Patent Application No. 12/753,851, filed April 2, 2010, a continuation-in-part of U.S. Non-Provisional Patent Application No. 12/753,853, filed April 2, 2010, a continuation-in-part of U.S. Non-Provisional Patent Application No. 12/753,854, filed April 2, 2010, a continuation-in-part of U.S. Non-Provisional Patent Application No. 12/753,856, filed April 2, 2010, a continuation-in-part of PCT Patent Application No. PCT/US2010/029871, filed April 2, 2010, a continuation-in-part of PCT Patent Application No. PCT/US2010/029873, filed April 2, 2010, a continuation-in-part of PCT Patent Application No. PCT/US2010/029874, filed April 2, 2010 and a continuation-in-part of PCT Patent Application No. PCT/US2010/029875, filed April 2, 2010, all of which claim priority to U.S. Provisional Patent Application No. 61/166,150, filed April 2, 2009; U.S. Provisional Patent Application No. 61/239,728, filed September 3, 2009; U.S. Provisional Patent Application No. 61/255,760, filed October 28, 2009; U.S. Provisional Patent Application No. 61/294,363, filed January 12, 2010 and U.S. Provisional Patent Application No. 61/306,370, filed February 19, 2010; and

**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 provisionals, 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 therefore 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.

  
\_\_\_\_\_  
Darius Eghbal

03/31/2011  
\_\_\_\_\_  
Date

Witnessed By:

  
\_\_\_\_\_  
Witness Signature

3/31/2011  
\_\_\_\_\_  
Date

Joseph Cipollone  
\_\_\_\_\_  
Printed Witness Name

Witness Address:

9696 Thunderbird Dr.  
\_\_\_\_\_  
Street

San Ramon, CA 94583  
\_\_\_\_\_  
City, State, ZIP Code

Jose J. Aguirre, Jr.  
Jose J. Aguirre, Jr.

3/31/11  
Date

Witnessed By:

Joseph Cipollone  
Witness Signature


3/31/2011  
Date

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Printed Witness Name

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\_\_\_\_\_  
Todd W. Allum

3/31/11  
Tan Date

Witnessed By:

  
\_\_\_\_\_  
Witness Signature

3/31/2011  
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Printed Witness Name

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Joseph Cipollone  
Joseph Cipollone

3/31/2011  
Date

Witnessed By:

Jose J. Aguirre Jr.  
Witness Signature  
Jose J. Aguirre Jr.  
Printed Witness Name

3/31/11  
Date

Witness Address:

324 Park Pl.  
Street  
San Ramon, CA 94583  
City, State, ZIP Code

Anthony D. Wondka 4/15/2011  
Anthony D. Wondka Date

Witnessed By:

Rosette Wondka 4-15-2011  
Witness Signature Date  
Rosette Wondka  
Printed Witness Name

Witness Address:

944 Evenstar Ave  
Street  
Westlake Village CA 91361  
City, State, ZIP Code

Breathe Technologies, Inc.

By: Gary Bernin, Director Corporate Development & Finance  
Printed Name and Position of  
Representative

[Signature]  
Signature of Representative

4/1/11  
Date

Representative Address:

1945 Broadway Apt. 401  
Street

San Francisco, CA 94109  
City, State, ZIP Code

Witnessed By:

[Signature]  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Witness Name

Witness Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, ZIP Code