

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Edward M. Gillis	04/13/2011
John H. Shadduck	05/02/2011
RECEIVING PARTY DATA	
Name:	REVENT MEDICAL, INC.
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13053025
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ATTORNEY DOCKET NUMBER:	10604-702.200
NAME OF SUBMITTER:	Douglas C. Limbach
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ASSIGNMENT OF PATENT APPLICATIONDocket Number: **10604-702.200**

This Assignment of Patent Application is between: **Edward M. Gillis** of San Jose, CA; and **John H. Shadduck** of Menlo Park, CA (hereinafter referred to as "Inventors") and **ReVENT Medical, Inc.**, a corporation of the State of Delaware, having a place of business at 20195 Stevens Creek Blvd., Suite 120, Cupertino, CA 95014-2380 (hereinafter termed "Assignee").

WHEREAS, Inventors have invented certain new and useful improvements in:

"SYSTEMS AND METHODS FOR TREATMENT OF SLEEP APNEA"

for which a patent application for a United States Patent was filed on **March 21, 2011** as **Application No. 13/053,025** which claims benefit to: U.S. Provisional Application No. 61/315,835 filed March 19, 2010; U.S. Provisional Application No. 61/315,838 filed March 19, 2010; U.S. Provisional Application No. 61/347,348 filed May 21, 2010; U.S. Provisional Application No. 61/347,356 filed May 21, 2010; U.S. Provisional Application No. 61/367,707 filed July 26, 2010; U.S. Provisional Application No. 61/418,238 filed November 30, 2010; U.S. Provisional Application No. 61/419,690 filed December 3, 2010.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

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

4. Said Inventors hereby warrant and represent that he/she has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee:

Date:

4/13/11
Edward M. Gillis

Date:

5/2/11
John H. Shadduck