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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John H. SHADDUCK	10/22/2008

RECEIVING PARTY DATA

Name:	Tsunami MedTech, LLC	
Street Address:	23 Hallmark Circle	
City:	Menlo Park	
State/Country:	CALIFORNIA	
Postal Code:	94025	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13681193

CORRESPONDENCE DATA

Fax Number: 6502842180

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

Phone: 650-242-4210

Email: Igallagher@lbhip.com

Correspondent Name: LEVINE BAGADE HAN LLP

Address Line 1: 2400 GENG ROAD, SUITE 120

Address Line 4: PALO ALTO, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER: TSMT-N-T001.04-US

NAME OF SUBMITTER: Laura L. Gallagher

Total Attachments: 2

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OP \$40.00 1368

PATENT REEL: 029323 FRAME: 0986

Attorney Docket No.: TSMTNT00101

ASSIGNMENT SOLE

THIS ASSIGNMENT, by John H. SHADDUCK (hereinafter referred to as the assignor), residing at 350 Sharon Park Drive # B23, Menlo Park, CA 94025, USA, , witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled METHOD FOR PERFORMING LUNG VOLUME REDUCTION bearing Application No. 12/255,394, filed October 21, 2008; and

WHEREAS, Tsunami MedTech, LLC, a limited liability company duly organized under and pursuant to the laws of Delaware and having its principal place of business at 350 Sharon Park Drive, # B23, Menlo Park, CA 94025, USA (hereinafter referred to as the 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 or Patents, United States or foreign, to be obtained therefore and thereon:

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

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement.

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maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

John H. SHADDUCK