

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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>Per Gisle Djupesland</td> <td>08/05/2013</td> </tr> <tr> <td>Michael Leclerc</td> <td>08/19/2013</td> </tr> <tr> <td>Kate Dudgeon</td> <td>08/21/2013</td> </tr> <tr> <td>Shane Siwinski</td> <td>08/14/2013</td> </tr> <tr> <td>Mark Guarraia</td> <td>08/14/2013</td> </tr> <tr> <td>Justin Fisk</td> <td>08/13/2013</td> </tr> <tr> <td>Joseph Gordon</td> <td>08/13/2013</td> </tr> <tr> <td>Ramy A Mahmoud</td> <td>08/07/2013</td> </tr> </tbody> </table>		Name	Execution Date	Per Gisle Djupesland	08/05/2013	Michael Leclerc	08/19/2013	Kate Dudgeon	08/21/2013	Shane Siwinski	08/14/2013	Mark Guarraia	08/14/2013	Justin Fisk	08/13/2013	Joseph Gordon	08/13/2013	Ramy A Mahmoud	08/07/2013
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<table border="1"> <tr> <td>Name:</td> <td>OptiNose AS</td> </tr> <tr> <td>Street Address:</td> <td>Pb 288 Roa</td> </tr> <tr> <td>City:</td> <td>Oslo</td> </tr> <tr> <td>State/Country:</td> <td>NORWAY</td> </tr> <tr> <td>Postal Code:</td> <td>0702</td> </tr> </table>		Name:	OptiNose AS	Street Address:	Pb 288 Roa	City:	Oslo	State/Country:	NORWAY	Postal Code:	0702								
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CORRESPONDENCE DATA																			
<p>Fax Number: 2129692900 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: lzheng@proskauer.com</p> <p>Correspondent Name: Lihua Zheng</p> <p>Address Line 1: 11 Times Square</p> <p>Address Line 4: New York, NEW YORK 10036</p>																			
ATTORNEY DOCKET NUMBER:	44508-224																		

NAME OF SUBMITTER:	lihua zheng
Signature:	/lihua zheng/
Date:	09/13/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).
<p>Total Attachments: 16</p> <p>source=44058_224_Declaration_and_Assignment_Executed#page1.tif source=44058_224_Declaration_and_Assignment_Executed#page2.tif source=44058_224_Declaration_and_Assignment_Executed#page3.tif source=44058_224_Declaration_and_Assignment_Executed#page4.tif source=44058_224_Declaration_and_Assignment_Executed#page5.tif source=44058_224_Declaration_and_Assignment_Executed#page6.tif source=44058_224_Declaration_and_Assignment_Executed#page7.tif source=44058_224_Declaration_and_Assignment_Executed#page8.tif source=44058_224_Declaration_and_Assignment_Executed#page9.tif source=44058_224_Declaration_and_Assignment_Executed#page10.tif source=44058_224_Declaration_and_Assignment_Executed#page11.tif source=44058_224_Declaration_and_Assignment_Executed#page12.tif source=44058_224_Declaration_and_Assignment_Executed#page13.tif source=44058_224_Declaration_and_Assignment_Executed#page14.tif source=44058_224_Declaration_and_Assignment_Executed#page15.tif source=44058_224_Declaration_and_Assignment_Executed#page16.tif</p>	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

FIRST INVENTOR: Per Gisle Djupesland CONFIRMATION NO.: 6505
APPLICATION NO.: 29/455,727 FILING DATE: May 23, 2013
TITLE: NASAL DELIVERY DEVICE

DECLARATION PURSUANT TO 37 C.F.R. § 1.63 AND ASSIGNMENT

I. DECLARATION

As the below named inventor, I hereby make the following declarations with respect to the above-identified patent application:

The above-identified application was made or authorized to be made by me:

I believe that I am the original inventor or an original joint inventor of a claimed invention in the above-identified application;

I hereby state that I have reviewed and understand the contents of the above-identified application, including the claims;

I acknowledge the duty to disclose to the Patent Office all information known by me to be material to patentability as defined in 37 C.F.R. § 1.56, including for continuation-in-part applications, material information known by me which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application; and

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

II. ASSIGNMENT

WHEREAS, I, Ramy A MAHMOUD, have invented, solely or jointly, one or more inventions described in the above-identified patent application for letters patent; and

WHEREAS, OptiNose AS (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Norway, and having a usual place of business at Pb 288 Røa, 0702 Oslo, Norway, desires to acquire an interest therein, in accordance with agreements duly entered into with me.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such letters patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such letters patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and letters patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made. I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of

industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all letters patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all letters patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein.

I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications.

I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

I hereby authorize and request the Director of the United States Patent and Trademark Office to issue such letters patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

III. SIGNATURE BLOCK

IN TESTIMONY WHEREOF, I have hereunto set my hand-and affixed my seal on the date set forth below.

Inventor:

Ramy A MAHMOUD

Date:

7 August 2013

WITNESS

Witness Signature:

Witness Name:

Witness Date:

JAMMY M'CAULEY
JAMMY M'CAULEY
7 AUGUST 2013

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

II. ASSIGNMENT

WHEREAS, I, Joseph GORDON, have invented, solely or jointly, one or more inventions described in the above-identified patent application for letters patent; and

WHEREAS, OptiNose AS (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Norway, and having a usual place of business at Pb 288 Røa, 0702 Oslo, Norway, desires to acquire an interest therein, in accordance with agreements duly entered into with me.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such letters patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such letters patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and letters patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made. I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of

industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all letters patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all letters patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein.

I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications.

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Inventor:

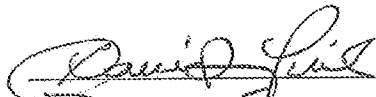

Joseph GORDON

Date:

8/13/13

WITNESS

Witness Signature:



Witness Name:

DAVID FINK

Witness Date:

13 AUGUST 2013

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

FIRST INVENTOR: Per Gisle Djupesland CONFIRMATION NO.: 6505
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I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

II. ASSIGNMENT

WHEREAS, I, Justin FISK, have invented, solely or jointly, one or more inventions described in the above-identified patent application for letters patent; and

WHEREAS, OptiNose AS (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Norway, and having a usual place of business at Pb 288 Røa, 0702 Oslo, Norway, desires to acquire an interest therein, in accordance with agreements duly entered into with me.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such letters patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such letters patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and letters patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made. I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of

DECLARATION PURSUANT TO 37 C.F.R. § 1.63 AND ASSIGNMENT

Application No. 29/453,727

Title: Nasal Delivery Device

Page 2 of 2

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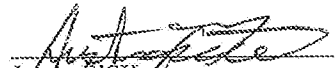
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III. SIGNATURE BLOCK

IN TESTIMONY WHEREOF, I have hereunto set my hand-and affixed my seal on the date set forth below.

Inventor:


Justin FISK

Date:

13 Aug 2013

WITNESS

Witness Signature:



Witness Name:

DAVID FINK

Witness Date:

13 AUGUST 2013

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

FIRST INVENTOR: Per Gisle Djupesland CONFIRMATION NO.: 6505
APPLICATION NO.: 29/455,727 FILING DATE: May 23, 2013
TITLE: NASAL DELIVERY DEVICE

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II. ASSIGNMENT

WHEREAS, I, Mark GUARRAIA, have invented, solely or jointly, one or more inventions described in the above-identified patent application for letters patent; and

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Application No. 29/455,727

Title: Nasal Delivery Device

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IN TESTIMONY WHEREOF, I have hereunto set my hand-and affixed my seal on the date set forth below.

Inventor:


Mark GUARRAIA

Date:

08.14.2013

WITNESS

Witness Signature:



Witness Name:

DAVID FINK

Witness Date:

14 AUGUST 2013

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

FIRST INVENTOR: Per Gisle Djupesland CONFIRMATION NO.: 6505
APPLICATION NO.: 29/455,727 FILING DATE: May 23, 2013
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I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

II. ASSIGNMENT

WHEREAS, I, Shane SIWINSKI, have invented, solely or jointly, one or more inventions described in the above-identified patent application for letters patent; and

WHEREAS, OptiNose AS (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Norway, and having a usual place of business at Pb 288 Røa, 0702 Oslo, Norway, desires to acquire an interest therein, in accordance with agreements duly entered into with me.

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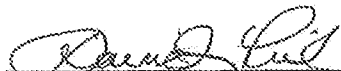

Shane SIWINSKI

Date:

8/14/13

WITNESS

Witness Signature:



Witness Name:

DAVID FINK

Witness Date:

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WHEREAS, I, Kate DUDGEON, have invented, solely or jointly, one or more inventions described in the above-identified patent application for letters patent; and

WHEREAS, OptiNose AS (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Norway, and having a usual place of business at Pb 288 Røa, 0702 Oslo, Norway, desires to acquire an interest therein, in accordance with agreements duly entered into with me.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such letters patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such letters patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and letters patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made. I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of

DECLARATION PURSUANT TO 37 C.F.R. § 1.63 AND ASSIGNMENT

Application No. 29/455,727

Title: Nasal Delivery Device

Page 2 of 2

industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all letters patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all letters patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein.

I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications.

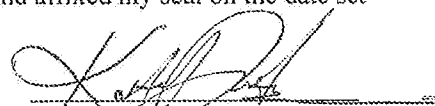
I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

I hereby authorize and request the Director of the United States Patent and Trademark Office to issue such letters patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

III. SIGNATURE BLOCK

IN TESTIMONY WHEREOF, I have hereunto set my hand-and affixed my seal on the date set forth below.

Inventor:


Kate DUDGEON

Date:

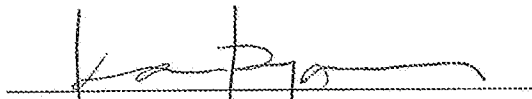
8/21/13

WITNESS

Witness Signature:

Witness Name:

Witness Date:


KELSA RYAN
8.22.13

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

FIRST INVENTOR: Per Gisle Djupesland CONFIRMATION NO.: 6505
APPLICATION NO.: 29/455,727 FILING DATE: May 23, 2013
TITLE: NASAL DELIVERY DEVICE

DECLARATION PURSUANT TO 37 C.F.R. § 1.63 AND ASSIGNMENT

I. DECLARATION

As the below named inventor, I hereby make the following declarations with respect to the above-identified patent application:

The above-identified application was made or authorized to be made by me;

I believe that I am the original inventor or an original joint inventor of a claimed invention in the above-identified application;

I hereby state that I have reviewed and understand the contents of the above-identified application, including the claims;

I acknowledge the duty to disclose to the Patent Office all information known by me to be material to patentability as defined in 37 C.F.R. § 1.56, including for continuation-in-part applications, material information known by me which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application; and

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

II. ASSIGNMENT

WHEREAS, I, Michael LECLERC, have invented, solely or jointly, one or more inventions described in the above-identified patent application for letters patent; and

WHEREAS, OptiNose AS (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Norway, and having a usual place of business at Ph 288 Røa, 0702 Oslo, Norway, desires to acquire an interest therein, in accordance with agreements duly entered into with me.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such letters patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such letters patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and letters patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made. I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of

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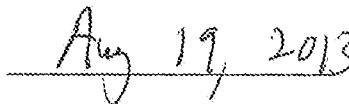
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Inventor:

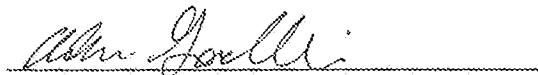

Michael LECLERC

Date:



WITNESS

Witness Signature:



Witness Name:

ADAM GARGU

Witness Date:

AUG 19, 2013

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

FIRST INVENTOR: Per Gisle Djupesland CONFIRMATION NO.: 6505
APPLICATION NO.: 29/455,727 FILING DATE: May 23, 2013
TITLE: NASAL DELIVERY DEVICE

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I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

II. ASSIGNMENT

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Application No. 29/455,727
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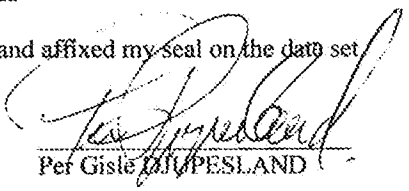
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Inventor:


Per Gisle DUPESLAND

Date:

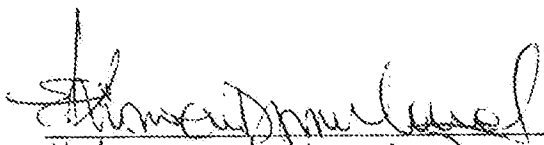
5. August 2013

WITNESS

Witness Signature:

Witness Name:

Witness Date:


Helena Kottari Dupesland
5 August 2013

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