

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3117502

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAIME VASQUEZ	08/01/2012
MARK L. MATHIS	10/24/2014
TIMOTHY MACHOLD	10/30/2014
ANDREW STEIN	10/23/2014
RECEIVING PARTY DATA	
Name:	PneumRx, Inc.
Street Address:	530 Logue Avenue
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14209194
CORRESPONDENCE DATA	
Fax Number:	(650)326-2422
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	650-326-2400
Email:	lmcDill@kilpatricktownsend.com
Correspondent Name:	DENNIS CHANG
Address Line 1:	KILPATRICK TOWNSEND AND STOCKTON LLP
Address Line 2:	2 EMBARCADERO CENTER, 8TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	91808-002110US-902892
NAME OF SUBMITTER:	LISA MCDILL
SIGNATURE:	/Lisa McDill/
DATE SIGNED:	11/20/2014
Total Attachments: 8	
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ASSIGNMENT
(Patent Application)

We [I], the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

“TORQUE ALLEVIATING INTRA-AIRWAY LUNG VOLUME REDUCTION COMPRESSIVE IMPLANT STRUCTURES,”

filed with the U.S. Patent & Trademark Office on March 13, 2014

and assigned serial no. 14/209,194.

For good and valuable consideration, the receipt and sufficiency of which we [I] acknowledge, we [I]:

1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to PneumRx, Inc., a corporation having a principal place of business at 530 Logue Avenue, Mountain View, CA 94043 (“Assignee”), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

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- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us [me], as well as our [my] heirs, legal representatives, and assigns.
 5. Promise and affirm that we [I] have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our [my] signatures [signature].

Signature: _____

Jaime Vasquez

Date: _____

Signature:  _____

Mark L. Mathis

Date: 10/24/14

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Signature: *Timothy Machold* Date: 10/30/14

~~Tim Machold~~
Timothy Machold J.M. 10/30/14

Signature: _____ Date: _____

Andrew Stein

66160641V.1

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Signature: _____

Tim Machold

Date: _____

Signature:  _____

Andrew Stein

Date: 10/23/14

66160641V.1

**PNEUMRX, INC.
CONSULTING AGREEMENT**

This Agreement (the "Agreement") is made by and between PneumRx, Inc. (the "Company") and Jaime Vasquez (the "Consultant") as of August 1, 2012.

1. SERVICES. The Consultant shall provide to the company the services set forth in paragraph one of Exhibit A in accordance with the terms and conditions contained in this Agreement.
2. TERM. Unless terminated in accordance with the provisions of paragraph seven hereof, the services provided by the Consultant to the Company shall be performed during the period set forth in paragraph two of Exhibit A. The Consultant shall coordinate his work efforts and report his progress regularly to the individual set forth in paragraph three of Exhibit A.
3. PAYMENT FOR SERVICE RENDERED. For providing and completing the consulting services as defined herein, the Company shall deliver to the Consultant the consideration described in paragraph four of Exhibit A. The Company shall reimburse the Consultant for all reasonable expenses provided the Company has approved the expenses in advance and in writing.
4. NATURE OF RELATIONSHIP. The Consultant is an independent contractor. The Consultant will not act as an agent nor shall he be deemed an employee of the Company for the purposes of any employee benefit program, income tax withholding, FICA taxes, unemployment benefits or otherwise. The Consultant shall not enter into any agreement or incur any obligations on the Company's behalf, or commit the Company in any manner without the Company's prior written consent.
5. CONFIDENTIALITY.
 - a. The Consultant agrees that he shall not use (Except for the Company's benefit) or divulge to anyone either during the term of this Agreement or thereafter any of the Company's trade secrets or other proprietary data or information of any kind whatsoever acquired by the Consultant. The Consultant further agrees that upon completion or termination of this Agreement, he will turn over to the Company any notebook, data, information or other material acquired or compiled by the Consultant in carrying out the terms of the Agreement.
 - b. The Consultant represents that his performance of the terms of the Agreement does not and will not conflict with the terms of any agreement to keep in confidence proprietary information and trade secrets acquired in confidence or in trust prior to his consulting relationship with the Company. The Consultant will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any third party.

c. The Consultant represents that he is not presently retained by any entity that manufactures or sells products competitive with those of the Company and he agrees that he will not accept such retention during the term of this Agreement without prior written approval of the Company.

6. INVENTIONS. The Consultant shall promptly and fully disclose to the Company any and all inventions, improvements, discoveries, developments, original works of authorship, software, discoveries, developments, original works of authorship, software, trade secrets or other intellectual property conceived, developed or reduced to practice by the Consultant during the term of this Agreement and in any way relating to (a) the actual or anticipated research and development of the Company, or (b) the services performed by the Consultant under this Agreement (the "Information"). The Consultant shall treat all of the Information as the proprietary property of the Company. The Consultant agrees to assign, and does hereby assign, to the Company and its successors and assigns, without further consideration, the Consultant's entire right, title and interest in and to the Information whether or not patentable or copyrightable. The Consultant further agrees to execute all applications for patents and/or copyrights, domestic or foreign, assignments and other papers necessary to secure and enforce rights related to the Information.

7. TERMINATION. Either party may terminate this Agreement in whole or in part at its convenience upon ten days (10) written notice to the other party. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which one party may have against the other. Termination shall not relieve the Consultant of his continuing obligations under this Agreement, particularly the requirements of paragraph five and six above.

8. MISCELLANEOUS.

a. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The parties consent to personal jurisdiction of the federal and state courts within California and service of process being affected by registered mail sent to the address set forth at the end of this Agreement.

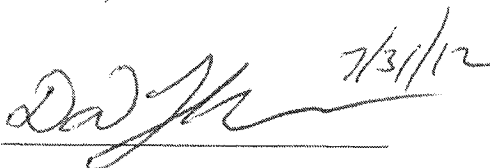
b. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, except by written instruments signed by the parties hereto. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby and by any related document or by law.


c. This Agreement, including the exhibit attached hereto and made a part hereof, constitutes and expresses the entire agreement and understanding between parties. All previous discussions, promises, representations and understandings between the parties relative to this Agreement, if any, have been merged into this document. The provisions of paragraphs five and six shall survive the termination of this Agreement. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

d. The Consultant may not subcontract all or any part of the services to be provided hereunder without the prior written consent of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

PNEUMRX, INC.

By:  7/31/12

By:  8/1/2012

Title: SA. DIV MFG

SOCIAL SECURITY #



EXHIBIT A

NAME OF CONSULTANT: JAIME VASQUEZ

1. DESCRIPTION OF CONSULTING SERVICES: Consultant will provide manufacturing engineering assistance to the manufacturing department.
2. TERM OF AGREEMENT: This contract will commence on August 1, 2012 and will continue as needed by the Company. This job shall not exceed 40 hours per week without prior written authorization from the Company.
3. THE CONSULTANT SHALL REPORT TO: Michael Markham
4. CONSIDERATION FOR SERVICES: Company shall reimburse Consultant \$24 per hour for his services.