503216912 03/12/2015

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SCOTT J. WOLF	10/09/2013
ANDREW FRAZIER	06/11/2013

RECEIVING PARTY DATA

Name:	AERIN MEDICAL INC.	
Street Address:	690 W. FREMONT AVENUE	
Internal Address:	UNIT C	
City:	SUNNYVALE	
State/Country:	CALIFORNIA	
Postal Code:	94087	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14540050

CORRESPONDENCE DATA

Fax Number: (650)857-1288

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.

Phone: (650) 857-1717

Email: mosier.laura@dorsey.com
Correspondent Name: DORSEY & WHITNEY LLP
Address Line 1: COLUMBIA CENTER

Address Line 2: 701 FIFTH AVENUE, SUITE 6100
Address Line 4: SEATTLE, WASHINGTON 98104-7043

ATTORNEY DOCKET NUMBER:	P239600US03 (494912-13)
NAME OF SUBMITTER:	SCOTT M. SMITH
SIGNATURE:	/Scott M. Smith/
DATE SIGNED:	03/12/2015

Total Attachments: 4

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PATENT 503216912 REEL: 035155 FRAME: 0099

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PATENT REEL: 035155 FRAME: 0100

PATENT ASSIGNMENT

WHEREAS WE, Scott J. WOLF and Andrew FRAZIER (hereinafter the "Assignor"), residing at 319 Trenton Way in Menlo Park, California 94025 and 517 Fern Ridge Court in Sunnyvale, California 94087 respectively, are joint inventors of certain new and useful systems, devices, and methods disclosed and described in certain patent applications ("Patent Assets") as specifically set forth in the attached Exhibit A; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Patent Assets set forth in Exhibit A, and including any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and in and to any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, AERIN MEDICAL INC., a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 650 Page Mill Road, Palo Alto, California 94304, (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the Patent Assets, the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to me in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the Patent Assets, Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these

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presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Assets and the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Assets or Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assigno date indicated below.	r hereunto has executed this Assignment upon the	
Date: 10 / 09 / 2013	By: Scott J. WOLF	
Date:	By:Andrew FRAZIER	

presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Assets and the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Assets or Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date:		By:Scott J. WOLF
Date:	June 11th, 2013	By:Andrew FRAZIER

Exhibit A

Application No.	Filing Date	Atty. Docket No.	Title
13/495,879	June 13, 2012	P239600.US.01	Methods and Devices to Treat Nasal Airways
13/495,844	June 13, 2012	P239600.US.02	Methods and Devices to Treat Nasal Airways
PCT/US2012/042316	June 13, 2012	P239600.WO.01	Methods and Devices to Treat Nasal Airways

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