## 503290001 05/01/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3336619

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name               | Execution Date |  |
|--------------------|----------------|--|
| CHRISTOPHER MILLER | 02/03/2006     |  |
| BEVIN MCMULLIN     | 01/11/2006     |  |

### **RECEIVING PARTY DATA**

| Name:           | PULMONOX TECHNOLOGIES CORPORATION |  |
|-----------------|-----------------------------------|--|
| Street Address: | #107, 10835-120 STREET            |  |
| City:           | EDMONTON, ALBERTA                 |  |
| State/Country:  | CANADA                            |  |
| Postal Code:    | T5H 3P3                           |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 13369205 |

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 2028576000

Email: dcipdocket@arentfox.com

Correspondent Name: ARENT FOX LLP
Address Line 1: 1717 K STREET, NW

Address Line 4: WASHINGTON, D.C. 20006

| ATTORNEY DOCKET NUMBER: | 031528.00868  |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | SETH BARNEY   |
| SIGNATURE:              | /Seth Barney/ |
| DATE SIGNED:            | 05/01/2015    |

### **Total Attachments: 4**

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PATENT 503290001 REEL: 035549 FRAME: 0776

## ASSIGNMENT

WHEREAS, WE, CHRISTOPHER MILLER and BEVIN McMULLIN, citizens of the CANADA (hereinafter referred to as "ASSIGNORS"), together with Alex Stenzler, have invented a certain invention for which U.S. Patent Provisional Application No. 60/570,429 was filed on May 11, 2004 and PCT Application No. PCT/US2005/016427 was filed on May 11, 2005, entitled INTERMITTENT DOSING OF NITRIC OXIDE; and

WHEREAS, PULMONOX TECHNOLOGIES CORPORATION, a corporation having a place of business at #107, 10835 -120 Street, Edmonton, Alberta T5H 3P3, CANADA (hereinafter referred to as "ASSIGNEE"), desires to acquire our entire right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions, and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assign, the full and exclusive right, title and interest that ASSIGNORS have to said invention, and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention arising from said U.S. Provisional Application and PCT Application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

LAI 734943v.1

PATENT REEL: 035549 FRAME: 0777 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

| Date: February                                   | 3,7006                                    | Christopher Mille                       | er                            |              | A CONTRACTOR OF THE PARTY OF TH |
|--|---|---|-------------------------------|--------------|--|
| Date:  |   | Bevin McMullin                          | · · · · · ·                   |              | <del></del> .  |
| appearedsatisfactory evidence acknowledged to me | that he executed it.                      | onally known to n<br>se name is subscri | ne or proved<br>bed to this i | to me on th  | e basis of<br>nd   |
| seal the day and year                            | IN WITNESS WHER of this certificate first |   | unto set my                   | hand and aff | ixed my officia.   |

Notary Public

# ASSIGNMENT

WHEREAS, WE, CHRISTOPHER MILLER and BEVIN McMULLIN, citizens of the CANADA (hereinafter referred to as "ASSIGNORS"), together with Alex Stenzler, have invented a certain invention for which U.S. Patent Provisional Application No. 60/570,429 was filed on May 11, 2004 and PCT Application No. PCT/US2005/016427 was filed on May 11, 2005, entitled INTERMITTENT DOSING OF NITRIC OXIDE; and

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| Date:               |                    |
|---------------------|--------------------|
|                     | Christopher Miller |
| Date: Jan 11, 200 6 | Bein ly Wutt       |
| Date. 10, 220 6     | Bevin McMullin     |

On this <u>Il</u> day of <u>January</u>, in the year of 2006, before me personally appeared <u>Bevin Mamullin</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

Notary Public



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PATENT REEL: 035549 FRAME: 0780

RECORDED: 05/01/2015