

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3336991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEROME AARESTAD	06/01/2009
RICHARD ROSE	05/28/2009
JOHN NELSON	05/28/2009
DONNA PALMER	05/28/2009
RECEIVING PARTY DATA	
Name:	5I SCIENCES, INC.
Street Address:	PO BOX 567
City:	RANCHO SANTA FE
State/Country:	CALIFORNIA
Postal Code:	92067
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12838669
CORRESPONDENCE DATA	
Fax Number:	(858)350-9691
<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>	
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Email:	docketing@acuitylg.com
Correspondent Name:	MICHAEL A. WHITTAKER
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Address Line 2:	ACUITY LAW GROUP, P.C.
Address Line 4:	SAN DIEGO, ALABAMA 92130
ATTORNEY DOCKET NUMBER:	5IS-002-CT
NAME OF SUBMITTER:	KRISTEN LEMME
SIGNATURE:	/Kristen Lemme/
DATE SIGNED:	05/03/2015
Total Attachments: 7	
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ASSIGNMENT AND AGREEMENT

WHEREAS, **Jerome AARESTAD**, a U.S. citizen residing at 1996 Trousdale Place, Escondido, California, 92029, USA; **Richard ROSE**, a U.S. citizen with a mailing address of P.O. Box 567, Rancho Santa Fe, California, 92067, USA; **John NELSON**, a U.S. citizen residing at 700 East Redlands Boulevard, Redlands, California, 92373; and **Donna PALMER**, a U.S. citizen residing at 11437 Swan Lake Drive, San Diego, California, 92131, USA; and (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **DEVICE AND METHOD FOR OPENING AN AIRWAY** or which a United States Patent Application was filed on December 17, 2007, and assigned United States Patent Application Serial No. 12/002,515, and for which a related PCT International Application was filed on December 17, 2007, and assigned International Application No. PCT/US2007/025766, both of which claim priority to 60/874,969, filed on December 15, 2006; and

WHEREAS, **51 SCIENCES**, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at PO Box 567, Rancho Santa Fe, CA 92067, USA is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors

and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

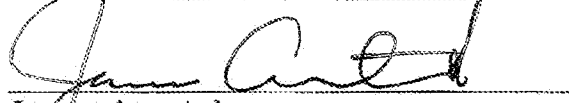
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **BioTechnology Law Group** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of BioTechnology Law Group do not personally represent ASSIGNOR or ASSIGNOR'S legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 1 day of JUNE, 2009.


Jerome Aarestad

State of California
County of San Diego

On June 1, 2009 before me, (here insert name and title of the officer), personally appeared Jerome Aarestad, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carolyn Clemmer (Seal)



CAROLYN CLEMMER
Notary Public

My Commission Expires: 3/11/11

Executed this 28 day of May, 2009.

Richard M Rose
Richard Rose

State of California
County of San Diego

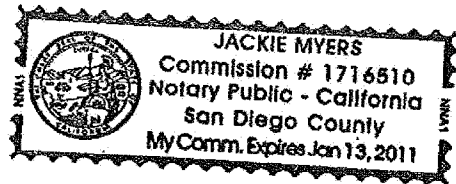
On May 28, 2009 before me, Jackie Myers Notary Public
(here insert name and title of the officer), personally
appeared Richard M Rose

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

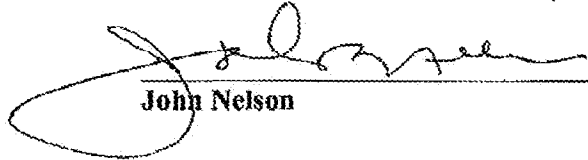
Signature Jackie Myers (Seal)



Jackie Myers
Notary Public

My Commission Expires: January 13, 2011

Executed this 28th day of MAY, 2009.



John Nelson

State of California
County of San Diego

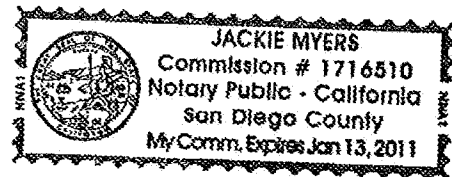
On May 28, 2009 before me, (Jackie Myers Notary Public
officer), personally
appeared John Robert Nelson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jackie Myers (Seal)



Jackie Myers
Notary Public

My Commission Expires: January 13, 2011

Executed this 28th day of May, 2009.

Donna Palmer
Donna Palmer

State of California
County of San Diego

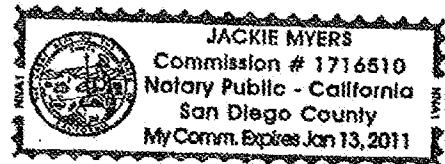
On May 28, 2009 before me, Jackie Myers Notary Public
(here insert name and title of the officer), personally

appeared Donna Sue Thourson Palmer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jackie Myers (Seal)



Jackie Myers
Notary Public

My Commission Expires: January 13, 2011

Accepted for and on behalf of 5i Sciences:

By: Richard D Rose
Name: Richard D Rose
Title: President
Entity: 5i Sciences, Inc.
Date: 5/27/05