504480531 07/31/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4527233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MICHAEL ZEMEL	07/25/2014
BROOKE BAGGETT	07/25/2014
ANTJE BRUCKBAUER	07/25/2014

RECEIVING PARTY DATA

Name:	NUSIRT SCIENCES, INC.
Street Address:	3835 CLEGHORN AVE.
Internal Address:	SUITE 200
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37215

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15647204

CORRESPONDENCE DATA

Fax Number: (650)493-6811

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: 650-493-9300 Email: cehui@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI

650 PAGE MILL ROAD Address Line 1:

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	42736-705.301
NAME OF SUBMITTER:	CECILIA HUI
SIGNATURE:	/Cecilia Hui/
DATE SIGNED:	07/30/2017

Total Attachments: 3

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> **PATENT** REEL: 043142 FRAME: 0464 504480531

	PATENT ASSIGNMENT		Docket Number 42736-705.501
WHEREAS, the undersigned:			
1. ZEMEL, Michael	2. BAGGETT, Brooke	BRUCKBAUER, Antje	e .

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

Knoxville, TN

Knoxville, TN

COMPOSITIONS, METHOD, AND KITS FOR TREATING PULMONARY CONDITIONS

Knoxville, TN

for which application serial number 14/339,096 was filed on July 23, 2014 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, NuSirt Sciences, Inc., a corporation of the State of Delaware, having a place of business at 1600 Division St., Suite 580, Nashville, TN 37203, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:				
Date: 7	25/14	Michael Zemel	Date:	Brooke Baggett
Date:		Antje Bruckbauer		

	. •		
	PATENT ASSIGNMENT		Docket Number 42736-705.501
WHEREAS, the undersigned	•		
ZEMEL, Michael Knoxville, TN	2. BAGGETT, Brooke Knoxville, TN	 BRUCKBAUER, Antj Knoxville, TN 	e
(hereinafter "Inventor(s))," ha	ve invented certain new and useful impro	vements in	
C	OMPOSITIONS, METHOD, AND KI	TS FOR TREATING PULMOR	NARY CONDITIONS
for which applicati (hereinafter, "Application(s)" application(s).	on serial number 14/339,096 was filed on). The term "Application(s)" also includes	July 23, 2014 in the United States all patent applications that share	es Patent and Trademark Office; or claim priority to or from the above
37203, (hereinafter "Assigned and in and to all embodiments collectively referred to as "In" States, foreign countries, or u	"), is desirous of acquiring the entire righ of the inventions, heretofore conceived, rentions"), and in and to any and all paten	it, title and interest in and to said a made or discovered, whether join ats, inventor's certificates and othe ment, protocol, or treaty, including	t 1600 Division St., Suite 580, Nashville, TN Application(s), and the inventions disclosed therein, tly or severally, by said Inventor(s) (hereinafter or forms of protection thereon granted in the United those filed under the Paris Convention for the
NOW, THEREFOI said Assignce:	RE, in consideration of good and valuable	consideration acknowledged by s	said Inventor(s) to have been received in full from
Inventions; (b) in and to said is a divisional, substitution, or or reissuing from any of the fi and to each and every patent present and future infringeme	Applications, including the right to claim ontinuation, or continuation-in-part of any oregoing; (e) in and to each and every rei and application filed outside the United St	priority to and from said Applicated of said Application(s); (d) in and ssue, reexamination, renewal or cates and corresponding to any of sue for and to receive and recover	entire right, title and interest (a) in and to said tion(s); (c) in and to each and every application that it to said Patent(s) and each and every patent issuing xtension of any kind of any of the foregoing; (f) in the foregoing; and(g) in and to all claims for past, for Assignce's own use all past, present, and future
right, title and interest herein cooperation by said Inventor(specifications, declarations or Assignee the right, title and in divisional, continuing or addi (e) for interference or other putherefor and any Patent(s) grapriority contests, public use p	conveyed in the United States, foreign cores, shall include prompt production of pert other papers, and other assistance all to the terest herein conveyed; (b) for prosecutional applications covering said Inventionity proceedings involving said Inventionity proceedings involving said Inventionated thereon, including without limitation	untries, or under any international inent facts and documents, giving the extent deemed necessary or de ag any applications covering said ins; (d) for filing and prosecuting a ons; and (f) for legal proceedings or reissues and reexaminations, opp	ole said Assignee to enjoy to the fullest extent the convention, agreement, protocol, or treaty. Such of testimony, execution of petitions, oaths, sirable by said Assignee (a) for perfecting in said Inventions; (c) for filing and prosecuting substitute, applications for reissuance of any said Patent(s); involving said Inventions and any applications proceedings, cancellation proceedings, treasonable expenses incurred by said Inventor(s)
	s and covenants of this assignment shall inding upon said Inventor(s), their respec		ee, its successors, assigns and other legal dassigns.
4. Said Inv contract, or understanding in		venant that said Inventor(s) have i	not entered and will not enter into any assignment,
			ign countries, or under any international convention, ne sole use of said Assignee, its successors, legal
law principles. If any provisi	on of this instrument is found to be illegal	l or unenforceable, the other provi	e State of California, without regard to conflict of isions shall remain effective and enforceable to the med an original, but all of which together constitute
IN WITNESS WH	EREOF, said Inventor(s) have executed a	nd delivered this instrument to sa	id Assignee as of the dates written below:
Date:	ichael Zemel	Date: <u>7-25-1</u> 4	Brooke Baggett

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Date:

Antje Bruckbauer

Page 1 of 1

PATENT ASSIGNMENT

Docket Number 42736-705.501

WHEREAS, the undersigned:

 ZEMEL, Michael Knoxville, TN 2. BAGGETT, Brooke Knoxville, TN BRUCKBAUER, Antje Knoxville, TN

(hereinafter "Inventor(s))," have invented certain new and useful improvements in

COMPOSITIONS, METHOD, AND KITS FOR TREATING PULMONARY CONDITIONS

for which application serial number 14/339,096 was filed on July 23, 2014 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, <u>NuSirt Sciences</u>, <u>Inc.</u>, a corporation of the State of <u>Delaware</u>, having a place of business at <u>1600 Division St.</u>, <u>Suite 580</u>, <u>Nashville, TN 37203</u>, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- I. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and(g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).
- 2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
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- 4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.
- 6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

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Date:	Michael Zemel	Date:	Brooke Baggett	
Date: 7-25-14	Antje Bruckbauer			

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