

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4675957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE FOUNDRY, INC.	01/19/2010
MIRAMAR LABS, INC.	01/19/2010
DANIEL FRANCIS	01/19/2010
JESSI E. JOHNSON	01/19/2010
STEVEN KIM	01/19/2010
ALEXEY SALAMINI	01/19/2010
TED SU	01/19/2010
DONGHOON CHUN	01/19/2010
YOAV BEN-HAIM	01/19/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIRAMAR LABS, INC.
<b>Street Address:</b>	2790 WALSH AVENUE
<b>City:</b>	SUNNYVALE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95051
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15288949
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)212-7562
<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>	
<b>Phone:</b>	650.212.1700
<b>Email:</b>	info@shayglenn.com, sue@shayglenn.com
<b>Correspondent Name:</b>	JUSTIN P. THOMAS
<b>Address Line 1:</b>	SHAY GLENN LLP
<b>Address Line 2:</b>	2755 CAMPUS DRIVE, SUITE 210
<b>Address Line 4:</b>	SAN MATEO, CALIFORNIA 94403
<b>ATTORNEY DOCKET NUMBER:</b>	12121-701.301_009USC1-3
<b>NAME OF SUBMITTER:</b>	JUSTIN P. THOMAS, REG. 63301

PATENT

<b>SIGNATURE:</b>	/Justin P. Thomas/
<b>DATE SIGNED:</b>	11/06/2017
<b>Total Attachments: 9</b> source=12121-701-301-Assignment-3#page1.tif source=12121-701-301-Assignment-3#page2.tif source=12121-701-301-Assignment-3#page3.tif source=12121-701-301-Assignment-3#page4.tif source=12121-701-301-Assignment-3#page5.tif source=12121-701-301-Assignment-3#page6.tif source=12121-701-301-Assignment-3#page7.tif source=12121-701-301-Assignment-3#page8.tif source=12121-701-301-Assignment-3#page9.tif	

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

<p>1. Name of conveying party(ies):</p> <p>(1) The Foundry, Inc. (01.19.2010)  (2) Miramar Labs, Inc. (01.19.2010)  (3) Daniel Francis (01.19.2010)  (4) Jessi E. Johnson (01.19.2010)  (5) Steven Kim (01.19.2010)  (6) Alexey Salamini (01.19.2010)  (7) Ted Su (01.19.2010)  (8) Dong Hoon Chun (01.19.2010)  (9) Yoav Ben-Haim (01.19.2010)</p> <p>Additional name(s) of conveying party(ies) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <b>MIRAMAR LABS, INC.</b>  <b>2790 Walsh Avenue</b>  <b>Sunnyvale, CA 95051</b></p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p>	<p>Name and address of receiving party(ies):</p> <p>Name:</p> <p>Street Address:</p> <p>City: State: Zip:</p> <p>Country:</p> <p>Additional name(s) &amp; address(es) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p>	
<p>A. Patent Application No.(s) – <b>15/288,949</b></p> <p>Title: <b>METHODS, DEVICES, AND SYSTEMS FOR NON-INVASIVE DELIVERY OF MICROWAVE THERAPY</b></p>	<p>B. Patent No.(s)</p>
<p align="center">Additional numbers attached?      <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>Justin P. Thomas</b>  <b>Shay Glenn LLP</b>  <b>2755 Campus Drive, Suite 210</b>  <b>San Mateo, CA 94403</b></p>	<p>6. Total number of applications and patents involved: <u>1</u></p>
	<p>7. Total fee (37 CFR 3.41): -0-</p>
<p>DO NOT USE THIS SPACE</p>	
<p>8. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p>	
<p><b>Justin P. Thomas, Reg. 63301</b></p> <p>_____  Name of Person Signing</p>	<p><b>/Justin P. Thomas/</b></p> <p>_____  Signature</p>
<p align="right"><b>November 6, 2017</b></p> <p align="right">_____  Date</p>	
<p align="right">Total number of pages including cover sheet, attachments, and documents: 9</p>	

## CONSOLIDATED ASSIGNMENT AGREEMENT

Page 1 of 8

This Consolidated Assignment Agreement is effective October 1, 2009 (the "Effective Date"), and is among The Foundry, Inc., a Delaware corporation with a place of business at 199 Jefferson Dr., Menlo Park, California 94025 ("The Foundry"); Miramar Labs. Inc., a Delaware corporation with a place of business at 445 Indio Way, Sunnyvale, California 94085 ("Miramar"); and the individuals (collectively, the "Inventors") Daniel Francis; Jessi E. Johnson; Steven Kim; Alexey Salamini; Ted Su; Dong Hoon Chun; and Yoav Ben-Haim (each a Citizen of the United States).

### BACKGROUND

The Foundry is an incubator of new technology companies.

Miramar is a new technology company incubated by The Foundry.

The Inventors have made inventions directed to Systems, Apparatus, Methods and Procedures for the Noninvasive Treatment of Tissue Using Microwave Energy (the/our "Inventions"), as described in United States Provisional Application Serial No. 61/045,937, filed 17 April 2008 (Attorney Docket 9853.20900-PROV) and PCT Patent Application PCT/US2009/002403, filed 17 April 2009 (Attorney Docket 9853.20900-PCT) (collectively, the "Patent Applications").

At the time the Inventions arose, the Inventors had obligations to assign their inventions to The Foundry and/or Miramar as follows: Daniel Francis (The Foundry and Miramar, jointly); Jessi E. Johnson (The Foundry and Miramar, jointly); Steven Kim (Miramar); Alexey Salamini (Miramar); Ted Su (Miramar); Dong Hoon Chun (Miramar); and Yoav Ben-Haim (Miramar).

Miramar is desirous of acquiring the entire right, title, and interest in and to the Inventions and the Patent Applications.

Attorney Docket 9853.20900

## CONSOLIDATED ASSIGNMENT AGREEMENT

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Accordingly, the parties agree, to be effective as of the Effective Date, as follows:

1. Consistent with our obligations to The Foundry, and in consideration of good and valuable considerations, receipt of which is acknowledged, we, Daniel Francis and Jessi E. Johnson hereby sell and assign to The Foundry, its successors and assigns, our right, title and interest throughout the world in our Inventions, and any utility (non-provisional) applications(s) filed on the Patent Applications, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Applications in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of any patent right issued for our Inventions.
2. Consistent with our obligations to Miramar, and in consideration of good and valuable considerations, receipt of which is acknowledged, we, Daniel Francis; Jessi E. Johnson; Steven Kim; Alexey Salamini; Ted Su; Dong Hoon Chun; and Yoav Ben-Haim hereby sell and assign to Miramar, its successors and assigns, our right, title and interest throughout the world in our Inventions, and any utility (non-provisional) applications(s) filed on the Patent Applications, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Applications in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of any patent right issued for the Inventions.
3. Further, in consideration of good and valuable considerations, receipt of which is acknowledged, The Foundry hereby sells and assigns to Miramar, its successors and assigns, its entire right, title and interest throughout the world in and to the Inventions and the Patent Applications, as granted to it in preceding Paragraph 1.

Attorney Docket 9853.20900

## CONSOLIDATED ASSIGNMENT AGREEMENT

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4. The parties hereby agree and confirm that, pursuant to this Consolidated Assignment Agreement, Miramar now holds all right title and interest in the Inventions, the Patent Applications, and any utility (non-provisional) applications(s) filed on the Patent Applications, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Application in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of any patent right issued for the Invention.

5. The Foundry and the Inventors each also individually covenants and agrees that they will communicate to Miramar any facts known to them respecting the Inventions, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Inventions, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Patent Applications including any improvements made thereto, any utility (non-provisional) application(s) filed therefrom, and any continuing application(s) filed from the Patent Applications, and generally do everything possible to aid Miramar to obtain and enforce proper patent protection for the Inventions in all countries.

CONSOLIDATED ASSIGNMENT AGREEMENT

Page 4 of 8

Signed, sealed and delivered this 19 day of January, 2010.

The Foundry, Inc.

By: [Signature]

Name Mark E. Deem

Title Managing Partner

State of California )  
 ) ss:  
County of Santa Clara

On 19th day of January, 2010, before me, the undersigned, personally appeared MARK E. DEEM personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature] (Seal)  
My Commission Expires on: 6/4/2010



Signed, sealed and delivered this 19 day of JANUARY, 2010.

[Signature]  
Daniel Francis

State of California )  
 ) ss:  
County of Santa Clara

On 19th day of January, 2010, before me, the undersigned, personally appeared Daniel Francis personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature] (Seal)  
My Commission Expires on: 6/4/2010



Attorney Docket 9853.20900

CONSOLIDATED ASSIGNMENT AGREEMENT

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Signed, sealed and delivered this 19 day of January, 2010.

Jessi E. Johnson  
Jessi E. Johnson

State of California )  
 ) ss:  
County of Santa Clara

On 19th day of January, 2010, before me, the undersigned, personally appeared Jessi E. Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature Cathy M. Wong (Seal)  
My Commission Expires on: 6/4/2010



Signed, sealed and delivered this 19th day of JANUARY, 2010.

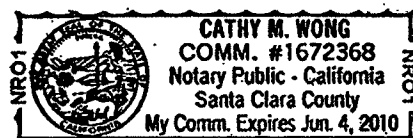
Steven Kim  
Steven Kim

State of California )  
 ) ss:  
County of Santa Clara

On 19th day of January, 2010, before me, the undersigned, personally appeared Steven Kim personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature Cathy M. Wong (Seal)  
My Commission Expires on: 6/4/2010



Attorney Docket 9853.20900

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CONSOLIDATED ASSIGNMENT AGREEMENT  
Page 6 of 8

Signed, sealed and delivered this 19<sup>th</sup> day of JANUARY, 2010.

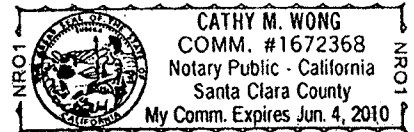
[Signature]  
Alexey Salamini

State of California )  
 ) ss:  
County of SANTA CLARA

On 19<sup>th</sup> day of JANUARY, 2010, before me, the undersigned, personally appeared Alexey Salamini personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature] (Seal)  
My Commission Expires on: 6/4/2010



Signed, sealed and delivered this 19<sup>th</sup> day of January, 2010.

[Signature]  
Ted Su

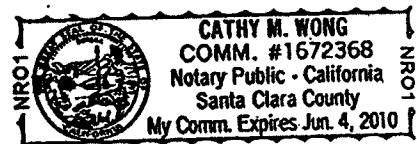
State of California )  
 ) ss:  
County of SANTA CLARA

On 19<sup>th</sup> day of JANUARY, 2010, before me, the undersigned, personally appeared Ted Su personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature] (Seal)  
My Commission Expires on: 6/4/2010

My Commission Expires on:



Attorney Docket 9853.20900

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CONSOLIDATED ASSIGNMENT AGREEMENT

Page 7 of 8

Signed, sealed and delivered this 17th day of JANUARY, 2010.

Yoav Ben-Haim  
Yoav Ben-Haim

State of California )  
 ) ss:  
County of Santa Clara

On 17th day of January, 2010, before me, the undersigned, personally appeared Yoav Ben-Haim ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature Cathy M. Wong

My Commission Expires on: 6/4/2010

(Seal)



Signed, sealed and delivered this 19 day of Jan., 2010.

Dong Hoon Chun  
Dong Hoon Chun

State of California )  
 ) ss:  
County of Santa Clara

On 19th day of January, 2010, before me, the undersigned, personally appeared Dong Hoon Chun ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature Cathy M. Wong

My Commission Expires on: 6/4/2010

(Seal)



Attorney Docket 9853.20900

CONSOLIDATED ASSIGNMENT AGREEMENT

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Signed, sealed and delivered this 19th day of January, 2010.

Miramar Labs. Inc.

By: [Signature]

Name Darrell E. Bronski

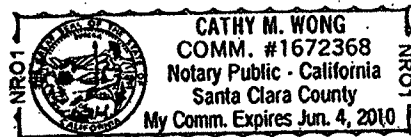
Title President and CEO

State of California )  
 ) ss:  
County of Santa Clara

On 19th day of January, 2010, before me, the undersigned, personally appeared DARRELL E. BRONSKI personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public Signature [Signature] (Seal)  
My Commission Expires on: 6/4/2017



Attorney Docket 9853.20900

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