

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4784248

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MARCELO G. LIMA	10/08/2009
FAISAL N. ZAIDI	10/08/2009
PAUL M. MEADOWS	10/08/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IMTHERA MEDICAL, INC.
<b>Street Address:</b>	11232 EL CAMINO REAL
<b>Internal Address:</b>	SUITE 100
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92130
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15866883
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)963-5001
<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>	2159634816
<b>Email:</b>	collins.mba-jonas@morganlewis.com
<b>Correspondent Name:</b>	JOHN L. HEMMER
<b>Address Line 1:</b>	MORGAN, LEWIS & BOCKIUS LLP
<b>Address Line 2:</b>	1701 MARKET STREET
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103-2921
<b>ATTORNEY DOCKET NUMBER:</b>	069737-5006-06US
<b>NAME OF SUBMITTER:</b>	COLLINS N. MBA-JONAS, III
<b>SIGNATURE:</b>	/Collins N. Mba-Jonas, III/
<b>DATE SIGNED:</b>	01/19/2018
<b>Total Attachments: 6</b>	
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**ASSIGNMENT**

**WHEREAS, WE,** Marcelo G. **LIMA**, a citizen of the United States of America, with a post office address of 4946 Smith Canyon Ct., San Diego, CA 92130, Faisal N. **ZAIDI**, a citizen of India, with a post office address of 4178 Decoro Street, Apartment 9, San Diego, CA 92122 and Paul M. **MEADOWS**, a citizen of the United States of America, with a post office address of 1854 Los Encinos Avenue, Glendale, CA 91208-2240, hereinafter generally referred to collectively as “ASSIGNORS,” have invented a certain new and useful invention(s) entitled:

**“METHOD FOR STIMULATING A HYPOGLOSSAL NERVE FOR CONTROLLING THE POSITION OF A PATIENT’S TONGUE”**

that is described in United States Patent Application No. 12/572758 filed on October 2, 2009 and International Patent Application No. PCT/US09/59374 filed on October 2, 2009 naming the above ASSIGNORS as applicants.

**WHEREAS,** ImThera Medical, Inc., a corporation having a place of business at 11232 El Camino Real, Suite 100, San Diego, CA 92130 USA, hereinafter generally referred to as “ASSIGNEE”, is desirous of acquiring the entire right, title and interest in and to said invention(s) and all patent rights associated therewith including, without limitation, the aforesaid patent applications.

**NOW, THEREFORE,** in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby confirm that we agree, to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said inventions as described in the above patent applications, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent applications and any and all related United States and foreign patent applications disclosing said inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models and designs and any other related United States and foreign applications and equivalents thereof, along with all rights of priority created by said applications under any treaty relating to the right to claim priority to said applications under any treaty relating thereto; and

in and to all United States and foreign patents utility models, inventor’s certificates and designs and all equivalents thereof which may be granted for said Inventions, including extensions, renewals, reissues and reexamination certificates thereof;

in and to all rights to sue for and damages resulting from past, present and future infringement of all United States and foreign patents granted or to be granted on any and

all of said patents and patent applications, and inventions disclosed therein, and related patents and/or patent applications including extensions, reissues, and reexamination certificates thereof;

said inventions, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

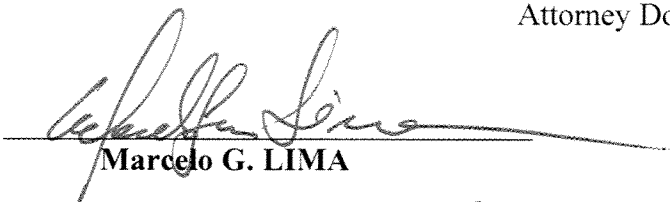
It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that it has full right, power and authority to assign ASSIGNOR entire right, title, and interest in said patents and patent applications, and inventions disclosed therein, and to consummate the Assignment contemplated herein. Each ASSIGNOR also represents and warrants that it has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of each ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable Assignment of ASSIGNOR'S entire right, title, and interest in the patents and patent applications, and inventions disclosed therein.

Each ASSIGNOR hereby warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

Oct. 8/2009  
(Date)

  
\_\_\_\_\_  
Marcelo G. LIMA

SEE ATTACHMENT FOR  
OFFICIAL NOTARIZATION

STATE OF

:

: ss.

COUNTY OF

:

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared **Marcelo G. LIMA**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the Invention(s) entitled **METHOD OF STIMULATING A HYPOGLOSSAL NERVE FOR CONTROLLING THE POSITION OF A PATIENT'S TONGUE** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

**Notary Public**

My Commission Expires:

Oct, 08, 09  
(Date)

  
Faisal N. ZAIDI

SEE ATTACHMENT FOR  
OFFICIAL NOTARIZATION

STATE OF :  
: ss.  
COUNTY OF :

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared **Faisal N. ZAIDI**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the Invention(s) entitled **METHOD OF STIMULATING A HYPOGLOSSAL NERVE FOR CONTROLLING THE POSITION OF A PATIENT'S TONGUE** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

**Notary Public**

My Commission Expires:

08-Oct-2009  
(Date)

  
Paul M. MEADOWS

SEE ATTACHMENT FOR  
OFFICIAL NOTARIZATION

STATE OF :  
COUNTY OF : ss.  
:

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared **Paul M. MEADOWS**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the Invention(s) entitled **METHOD OF STIMULATING A HYPOGLOSSAL NERVE FOR CONTROLLING THE POSITION OF A PATIENT'S TONGUE** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

**Notary Public**

My Commission Expires:

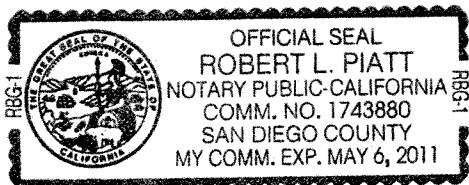
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 08 October 2009 before me, Robert L. Piatt, Notary Public

personally appeared Marcelo G. Lima, Faisal N. Zaidi, and Paul M. Meadows



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.

Place Notary Seal Above

Signature

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment - Attorneys Docket # 069737-5006

Document Date: 08 October 2009 Number of Pages: 7

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here