

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5517361

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AERIS THERAPEUTICS, LLC	11/26/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PULMONX CORPORATION	
<b>Street Address:</b>	700 CHESAPEAKE DRIVE	
<b>City:</b>	REDWOOD CITY	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94063	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15425216
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)832-7000	
<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>	(617) 832-1765	
<b>Email:</b>	patentdocketing@foleyhoag.com, cle@foleyhoag.com	
<b>Correspondent Name:</b>	FOLEY HOAG LLP	
<b>Address Line 1:</b>	155 SEAPORT BOULEVARD	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210-2600	
<b>ATTORNEY DOCKET NUMBER:</b>	PNX-00505	
<b>NAME OF SUBMITTER:</b>	CAREN LE	
<b>SIGNATURE:</b>	/CAREN LE/	
<b>DATE SIGNED:</b>	05/10/2019	
<b>Total Attachments: 6</b>		
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## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made, executed and delivered as of July 18, 2014 (the "Closing Date") by and between Aeris Therapeutics, LLC, a Delaware limited liability company (the "Company"), through Craig R. Jalbert, as assignee for the benefit of creditors, by power of attorney under the November 26, 2013 assignment duly filed with the City Clerk of Woburn, Massachusetts ("Jalbert", and together with the Company, the "Assignor"), and Pulmonx Corporation, a Delaware corporation ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to that certain Bill of Sale and Sale Agreement dated July 18, 2014 (the "Bill of Sale"), providing for, among other things, the assignment of certain contracts to Assignee, on the terms and conditions provided in the Bill of Sale.

B. It is a condition to closing under the Bill of Sale that Assignor and Assignee execute and deliver this Agreement.

### AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the Closing Date, Assignor hereby sells, transfers, conveys, assigns and delivers (collectively, the "Assignment") to Assignee all of Assignor's right, title and interest in, to and under the contracts set forth on Schedule A hereto (the "Assigned Agreements"). Assignee hereby accepts the Assignment of the Assigned Agreements.

2. Further Actions. For a period of six months following the date hereof, each of the parties covenants and agrees, at the expense of Assignee, to do, execute, acknowledge and deliver, at the request of the other party, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignments and assumptions contemplated by this Agreement.

3. Terms of the Bill of Sale. The terms of the Bill of Sale are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Bill of Sale shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Bill of Sale and the terms hereof, the terms of the Bill of Sale shall govern.

4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Massachusetts (without reference to conflicts of law principles of any jurisdiction).

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same

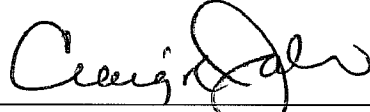
instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or similar electronic transmission shall be effective as delivery of a manually executed counterpart thereof and shall be deemed an original signature for all purposes.

*(The remainder of this page is intentionally left blank. The signature pages follow.)*

In witness whereof, the parties have made, executed and delivered this Agreement as of the date first set forth above.

ASSIGNOR:

AERIS THERAPEUTICS, LLC

By: 


Craig R. Jalbert, as and ~~only~~ as assignee  
for the benefit of creditors of Aeris  
Therapeutics, LLC, on behalf of Aeris  
Therapeutics, LLC by power of attorney

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT

**PATENT**  
**REEL: 049140 FRAME: 0990**

ASSIGNOR:

AERIS THERAPEUTICS, LLC

By:   
David Dove, President

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT

**PATENT**  
**REEL: 049140 FRAME: 0991**

ASSIGNEE:

PULMONX CORPORATION

By: Trish Howell  
Name: Trish Howell  
Title: Vice President of Operations

SIGNATURE PAGE TO ASSIGNMENT AGREEMENT

**PATENT**  
**REEL: 049140 FRAME: 0992**

## **SCHEDULE A**

1. All non-disclosure, confidentiality, non-compete, and non-solicitation agreements with and assignments of inventions from current and former employees and agents of the Company or with third parties relating to the Purchased Assets (as defined in the Bill of Sale).