

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5701113

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DONALD A. GONZALES	06/30/2015
ANTHONY NATALE	08/19/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CRYOSA, LLC
<b>Street Address:</b>	801 WEST 5TH STREET, SUITE 2208
<b>City:</b>	AUSTIN
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78703
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15949897
<b>Application Number:</b>	16399264
<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>	JAMES R. SHAY
<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>	13941-700.302/700.303
<b>NAME OF SUBMITTER:</b>	JAMES R. SHAY, REG. 32062
<b>SIGNATURE:</b>	/James R. Shay/
<b>DATE SIGNED:</b>	09/04/2019
<b>Total Attachments: 10</b>	
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RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
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><b>DONALD A. GONZALES (06/30/2015)</b>  <b>ANTHONY NATALE (08/19/2015)</b></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>CRYOSA, LLC</b>  <b>801 WEST 5<sup>TH</sup> STREET, SUITE 2208</b>  <b>AUSTIN, TX 78703</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>15/949,897 &amp; 16/399,264</b></p> <p>Title: <b>APPARATUS AND METHODS FOR TREATMENT OF OBSTRUCTIVE SLEEP APNEA UTILIZING CRYOLYSIS OF ADIPOSE TISSUE</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>James R. Shay</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>2</u></p>
<p>7. Total fee (37 CFR 3.41):</p>	<p>\$0.00</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>James R. Shay, Reg. 32,062</b>  Name of Person Signing</p>	<p align="center"><u>/James R. Shay/</u>  Signature</p>
<p align="right"><u>September 4, 2019</u>  Date</p>	
<p align="right">Total number of pages including cover sheet, attachments, and documents: <b>10</b></p>	

**COMBINED JOINT ASSIGNMENT & DECLARATION****A. ASSIGNMENT**

WHEREAS, each of the below-named inventors whose name and residence is set forth in the following Table 1:

Inventor Name	City, State
1. Donald A. Gonzales	San Antonio, Texas Austin, Texas DG 7/7/2005
2. Anthony Natale	New Preston, Connecticut

Table 1

hereby declares and agrees, on behalf of himself/herself and all of his/her successors and assigns that each is aware of the patent application(s) entitled:

**APPARATUS AND METHODS FOR TREATMENT OF OBSTRUCTIVE SLEEP  
APNEA UTILIZING CRYOLYSIS OF ADIPOSE TISSUES; and**

☒ identified by United States Application Serial No. 14/736,447  
filed in the United States Patent and Trademark Office on; June 11, 2015; and

☒ and is also aware of the following priority applications:

Serial No.	Filed
13/359,000	January 26, 2012
61/441,207	February 9, 2011
61/436,712	January 27, 2011

WHEREAS **Cryosa, LLC** (hereinafter "ASSIGNEE"), having a usual place of business at **201 Lavaca Street, #539, Austin, Texas 78701**, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, each of us has sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above, including any right of priority thereto; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. Our sale, assignment and transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including any

divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by each of us had this sale, assignment and transfer not been made;

AND, each of us hereby acknowledges that this Assignment, being of our entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in its own name;

AND, each of us hereby further agrees for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts we know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, each of us further hereby authorizes ASSIGNEE or its attorneys or agents to insert the correct serial number(s) and/or filing date(s) into this assignment document, if appropriate;

AND, each of us hereby appoints ASSIGNEE as our common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, each of us hereby requests the Commissioner for Patents of the United States Patent and Trademark Office to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, each of us covenants with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

**B. DECLARATION (37 CFR 1.63)**

As a below named inventor, I hereby declare that:

This declaration is directed to the patent application entitled:

**APPARATUS AND METHODS FOR TREATMENT OF OBSTRUCTIVE SLEEP  
APNEA UTILIZING CRYOLYSIS OF ADIPOSE TISSUES; and**

☒ identified by United States Application Serial No. 14/736,447  
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The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

I have reviewed and understand the contents of the application, including the claims and am aware of the duty to disclose to the United States Patent and Trademark Office all information known to be material to patentability as defined in 37 CFR 1.56.

1060 Jc  
Name: Donald A. Gonzales

6/30/2015  
Date

Witness Signature:  
Matt Brokaw  
Name (please print):  
MATT BROKAW

6/30/2015  
Date

Witness Signature:  
Doug Koo  
Name (please print):  
DOUG KOO

6/30/15  
Date

\_\_\_\_\_  
Name: Anthony Natale

\_\_\_\_\_  
Date

Witness Signature:  
\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Date

Witness Signature:  
\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Date

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5/9



and to any application that is based in whole or in part on the patent application, including any divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by each of us had this sale, assignment and transfer not been made;

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Page 2 of 4

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7/9

Name: Donald A. Gonzales

Date

Witness Signature:

Name (please print):

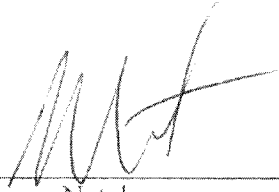
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Witness Signature:

Name (please print):

Date

8/9

  
Name: Anthony Natale

8/19/15  
Date

Witness Signature:



Ilene Baker  
Name (please print):

8/19/15  
Date

Witness Signature:

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Date

9/9