

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI90719

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eric Johnson	01/28/2024
James R. Kintzing	01/26/2024
Brandon McCutcheon	02/05/2024
John Bower	02/01/2024
RECEIVING PARTY DATA	
Company Name:	Spirair, Inc.
Street Address:	415 Grand Ave
Internal Address:	Suite 201
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	18536115
PCT Number:	US2383451
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	SPII-003/01US & 01WO
NAME OF SUBMITTER:	Kyra Byers
SIGNATURE:	Kyra Byers
DATE SIGNED:	03/14/2024

Total Attachments: 5

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ASSIGNMENT

Eric JOHNSON, residing at **119 Hillside Drive, Woodside, CA 94062**; **James R. KINTZING**, residing at **972 San Miguel Road, Concord, CA 94518**; **Brandon MCCUTCHEON**, residing at **1800 Alma Avenue #104, Walnut Creek, CA 94596**; and **John BOWER**, residing at **9603 Old Highway 99 SE, Olympia, WA 98501** (each referred to as “Assignor”) have made an invention(s) (the “Invention(s)”) set forth in the application(s) for patent identified below:

- (1) ☐ provisional application
(a) ☐ to be filed herewith; or

(b) ☐ entitled and bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
(a) ☐ to be filed herewith; or

(b) ☒ entitled **DEVICES, SYSTEMS, AND METHODS FOR MANIPULATING NASAL TISSUES** and bearing Application No. **18/536,115**, and filed on **December 11, 2023**;
- and/or
- (3) ☒ PCT application
(a) ☐ to be filed herewith; or

(b) ☒ entitled **DEVICES, SYSTEMS, AND METHODS FOR MANIPULATING NASAL TISSUES** and bearing Application No. **PCT/US2023/083451**, and filed on **December 11, 2023**.

wherein the above application(s) claim(s) priority to:

Country	Application No.	Application Filing Date
United States of America	63/386,874	December 9, 2022

WHEREAS, Spirair, Inc., a corporation, having its principal place of business at **415 Grand Ave, Suite 201, South San Francisco, CA 94080**, (the “Assignee”), its successors, legal representatives, and assigns, is desirous of acquiring the Assignors' entire right, title, and interest in: the Invention(s); the application(s) for patent and/or

registered design identified above; the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s); any application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) and/or registered design(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that an Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if an Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of said prior agreement, each Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent and/or registered design of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent and/or registered design identified above or any application(s) for patent and/or registered design claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent and/or registered design identified in the preceding paragraphs (b)-(e) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) and/or registered design(s) of the United States or other countries that may be granted for or on any application for patent and/or registered design identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s) and/or registered design(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

Each Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the Assignor's entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents. Each Assignor also hereby represents that, except for said prior agreement, if applicable, the Assignor has not previously sold, transferred, or encumbered any part of Assignor's right, title, and interest in the Invention(s).

Each Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), said registered design(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

Each Assignor waives all rights to challenge the validity of said invention(s) in the United States and its territorial possessions and in all foreign countries and of all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention(s) by said application or any continuation, continuation-in-part, divisional, renewal, substitute, or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

Each Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

Each Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Assignor(s) and Assignee(s) understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

January 28, 2024

Date

Eric JOHNSON

Eric Johnson

January 26, 2024

Date

James Kintzing

James R. Kintzing

February 5, 2024

Date

Brandon McCutcheon

Brandon McCutcheon

February 1, 2024

Date

John Bower

John Bower

Attorney Docket No.: SPII-003/01US 341483-2014 & SPII-003/01WO 341483-2022

For and on behalf of ASSIGNEE:

Date: January 26, 2024

By: James Kintzing

Name: James R. Kintzing

Title: Chief Technology Officer

Company: Spirair, Inc.

By signing, I confirm that I am entitled to sign legally binding acts on behalf of Spirair, Inc.

My position in Spirair, Inc. is: Chief Technology Officer