

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																										
EFFECTIVE DATE:	03/30/2009																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: (650)493-6811 Phone: 650-493-9300 Email: sschor@wsgr.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Matthew J. Kuykendall Address Line 1: 650 Page Mill Road Address Line 4: Palo Alto, CALIFORNIA 94304-1050</p>																											
ATTORNEY DOCKET NUMBER:	20920-TM1008/SS2																										
NAME OF SUBMITTER:	Matthew J. Kuykendall																										
Signature:	/Matthew J. Kuykendall/																										
Date:	01/05/2012																										
Total Attachments: 1 source=zephyr assignment#page1.tif																											

CH \$40.00 3121633

CONFIRMATION OF TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signature hereinbelow, but shall be effective, *nunc pro tunc*, as of MARCH 30 2010-2009.

This Assignment is made by and between Emphasys Medical, Inc. formerly a Delaware Corporation with an address of 700 Chesapeake Drive, Redwood City, California 94063 (hereinafter "Assignor"), and Pulmonx Corporation, a California corporation with an address at 700 Chesapeake Drive, Redwood City, California 94063 (hereinafter "Assignee").

WHEREAS, as of the effective date herein, Assignor was the owner of the mark ZEPHYR and the following registrations therefore (hereafter, collectively, "the Mark"):

U. S. Registration	No. 3121633, issued on July 25, 2006
Japanese Registration	No. 4869253, issued on Sept 3, 2004
European Union Registration	No. 4012597, issued on Oct. 18, 2005

WHEREAS, Assignor warrants that it has sold and transferred to Assignee all rights in and to the Mark, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Mark"); and,

WHEREAS, Assignor desires to confirm its assignment to Assignee of All Rights in the Mark (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby confirm it has sold, assigned, set over and transferred to Assignee, All Rights in the Mark (as defined hereinabove).


Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Mark, now and in the future.

The undersigned represents and warrants that (s)he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

ASSIGNOR

EMPHASYS MEDICAL, INC

Dated: March 4, 2011

By 
Name: John McCutcheon
Title: Chief Executive Officer