

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Venture Lending & Leasing IV, Inc. and Venture Lending & Leasing V, Inc.		03/31/2009	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pulmonx Corporation		
<b>Street Address:</b>	1047 Elwell Court		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94303		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3121633	ZEPHYR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	650-493-9300		
<b>Email:</b>	sschor@wsgr.com		
<b>Correspondent Name:</b>	Matthew Kuykendall/WILSON SONSINI ET AL		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304-1050		
<b>ATTORNEY DOCKET NUMBER:</b>	20920-TM1008/SS2		
<b>NAME OF SUBMITTER:</b>	Matthew J. Kuykendall		
<b>Signature:</b>	/Matthew J. Kuykendall/		

CH \$40.00 3121633

Date:

07/06/2012

Total Attachments: 3

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**EXHIBIT E**

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Emphasys Medical, Inc., a Delaware corporation ("Debtor"), with its principal place of business located at 700 Chesapeake Dr., Redwood City, CA 94063, is the owner of the entire right, title and interest in and to the Trademarks and Trademark Applications (as defined below);

WHEREAS, Debtor is indebted to Venture Lending & Leasing IV, Inc., a Maryland corporation, and Venture Lending & Leasing V, Inc., a Maryland corporation (collectively "Lenders"), which hold security interests in substantially all of Debtor's property, including the Trademarks and Trademark Applications;

WHEREAS, Debtor is currently in default of its obligations to Lenders pursuant to the terms of a Loan and Security Agreement dated September 5, 2007 between Debtor and Lenders (as amended from time to time, and as supplemented by the Supplement to the Loan and Security Agreement between Debtor and Lenders dated as of September 5, 2007, the "Loan Agreement");

WHEREAS, Lenders are entitled to exercise their remedies under the Loan Agreement and applicable law, including a foreclosure sale of all or part of Lenders' collateral, with the proceeds of such sale to be applied to the indebtedness of Debtor to Lenders;

WHEREAS, Lenders have sold the Trademarks and Trademark Applications to Pulmonx, a California corporation, with its principal place of business located at 1047 Elwell Court, Palo Alto, CA 94303 ("Purchaser"), pursuant to that certain Foreclosure Sale Agreement dated [\_\_\_\_], 2009 by and among Lenders, Purchaser and Debtor (the "Sale Agreement");

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lenders, through a foreclosure sale, do hereby sell, assign, transfer and set over unto Purchaser, and its successors and assigns, Debtor's and Lenders' entire right, title and interest in and to all trademarks and trademark applications owned by Debtor or in which Debtor has an interest, including without limitation those listed on Schedule A hereto; all file histories and documentation, including without limitation all trademark search results, clearance studies and watch notices, that relate to such trademarks and trademark applications; and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the "Trademarks and Trademark Applications"), the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said trademarks are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Debtor if this assignment and sale had not been made, together with all rights, credits, judgments, choses in action, rights of set-off and other claims of every type and nature of, for or arising from or relating to past, present or future infringement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks and Trademark Applications.

IN WITNESS WHEREOF, each Lender has caused this instrument to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2009.

LENDER:

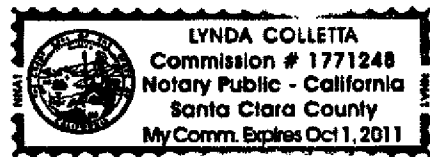
VENTURE LENDING & LEASING IV, INC.

By: [Signature]  
Name: Maurice Werdegar  
Title: President

State of California )  
County of Santa Clara ) ss

On this 31st day of March, 2009, before me appeared Maurice Werdegar, to me personally known who, being duly sworn, did depose and say that he is the President of Venture Lending & Leasing IV, Inc., named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said entities and said President acknowledged said instrument to be the free and authorized act and deed of said entities.

[Signature]  
Notary Public  
My Commission Expires: October 1, 2011



IN WITNESS WHEREOF, each Lender has caused this instrument to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2009.

LENDER:

VENTURE LENDING & LEASING V, INC.

By: [Signature]  
Name: Maurice Werdegar  
Title: President

State of California )  
County of Santa Clara ) ss

On this 31st day of March, 2009, before me appeared Maurice Werdegar, to me personally known who, being duly sworn, did depose and say that he is the President of Venture Lending & Leasing V, Inc., named in and which executed the foregoing instrument, and that said instrument was signed on behalf of said entities and said President acknowledged said instrument to be the free and authorized act and deed of said entities.

[Signature]  
Notary Public  
My Commission Expires: October 1, 2011

