

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ventus (assignment for the benefit of creditors), LLC		04/08/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Theravent, Inc.
Street Address:	2033 Gateway Place, Suite 500
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3721903	PROVENT
Registration Number:	3848166	PROVENT SR
Registration Number:	3748243	INVENT
Registration Number:	3573878	PROVENT
Serial Number:	85626176	THERAVENT

CORRESPONDENCE DATA

Fax Number: 4152687522
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415 268 6327
 Email: jtaylor@mofo.com,mjw2@mofo.com,gfg1@mofo.com
 Correspondent Name: Jennifer Lee Taylor/Morrison & Foerster
 Address Line 1: 425 Market Street
 Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	60649-6000.000	TRADEMARK
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CH \$140.00 3721903

NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	05/20/2013
Total Attachments: 12 source=60619 Assignment 2 to THERAVENT, INC#page1.tif source=60619 Assignment 2 to THERAVENT, INC#page2.tif source=60619 Assignment 2 to THERAVENT, INC#page3.tif source=60619 Assignment 2 to THERAVENT, INC#page4.tif source=60619 Assignment 2 to THERAVENT, INC#page5.tif source=60619 Assignment 2 to THERAVENT, INC#page6.tif source=60619 Assignment 2 to THERAVENT, INC#page7.tif source=60619 Assignment 2 to THERAVENT, INC#page8.tif source=60619 Assignment 2 to THERAVENT, INC#page9.tif source=60619 Assignment 2 to THERAVENT, INC#page10.tif source=60619 Assignment 2 to THERAVENT, INC#page11.tif source=60619 Assignment 2 to THERAVENT, INC#page12.tif	

EXHIBIT 9.1 (d)

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of April 8, 2013 (the "Effective Date"), by and between Ventus (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Ventus Medical, Inc. (the "Seller"), and Theravent, Inc. a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of April 8, 2013, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

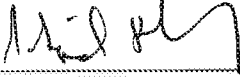
5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

Ventus (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Ventus Medical, Inc.

By: 

Name: M. WASH & M. S. M

Title: mgr.

Theravent, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

Ventus (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Ventus Medical, Inc.

By: _____

Name: _____

Title: _____

Theravent, Inc.

By: Matthew Williams

Name: Matthew Williams

Title: CEO / PRESIDENT

Trademark Assignment

Schedule A

Trademarks

Mark Serial Number Registration Number Applicant	Country	Status
VENTUS MEDICAL Serial No: 77/268,760 Reg. No: 3,920,054 Ventus Medical, Inc.	United States of America	Registered App Date: 08/30/2007 Reg Date: 02/15/2011 Section 8 & 15 Due: 02/15/2017
VENTUS MEDICAL Serial No: 1227675 Reg. No: 1227675 Ventus Medical, Inc.	Australia	Registered App Date: 03/03/2008 Reg Date: 11/24/2008 Renewal Due: 03/03/2018
VENTUS MEDICAL Serial No: 829614591 Reg. No: Ventus Medical, Inc.	Brazil	Published App Date: 02/29/2008
VENTUS MEDICAL Serial No: 1385506 Reg. No: TMA 833539 Ventus Medical, Inc.	Canada	Registered App Date: 02/29/2008 Reg. Date: 10/3/2012 Renewal Date: 10/3/2027
VENTUS MEDICAL Serial No: 6577532 Reg. No: 6577532 Ventus Medical, Inc.	China	Registered App Date: 03/04/2008 Reg Date: 03/26/2010 Renewal Due: 03/27/2020
VENTUS MEDICAL Serial No: 006761531 Reg. No: 006761531 Ventus Medical, Inc.	European Community	Registered App Date: 02/29/2008 Reg Date: 01/29/2009 Renewal Due: 02/28/2018
VENTUS MEDICAL Serial No: 1660335 Reg. No: 815722 Ventus Medical, Inc.	India	Registered App Date: 03/03/2008 Reg Date: 03/31/2009 Renewal Due: 08/30/2017

Mark Serial Number Registration Number Applicant	Country	Status
VENTUS MEDICAL Serial No: 208988 Reg. No: 208988 Ventus Medical, Inc.	Israel	Registered App Date: 03/02/2008 Reg Date: 01/07/2010 Renewal Due: 03/02/2018
VENTUS MEDICAL Serial No: 2008015314 Reg. No: 5218534 Ventus Medical, Inc.	Japan	Registered App Date: 02/29/2008 Reg Date: 03/27/2009 Renewal Due: 03/27/2019
VENTUS MEDICAL Serial No: 4020089692 Reg. No: 40790424 Ventus Medical, Inc.	Republic of Korea	Registered App Date: 02/29/2008 Reg Date: 05/29/2009 Renewal Due: 05/29/2019
VENTUS MEDICAL Serial No: 917998 Reg. No: 1046576 Ventus Medical, Inc.	Mexico	Registered App Date: 02/29/2008 Reg Date: 06/25/2008 Renewal Due: 02/28/2018
VENTUS MEDICAL Serial No: 785246 Reg. No: 785246 Ventus Medical, Inc.	New Zealand	Registered App Date: 03/03/2008 Reg Date: 09/04/2008 Renewal Due: 03/03/2018
VENTUS MEDICAL Serial No: 2008705827 Reg. No: 377602 Ventus Medical, Inc.	Russian Federation	Registered App Date: 02/29/2008 Reg Date: 04/23/2009 Renewal Due: 02/28/2018
VENTUS MEDICAL Serial No: T0802600C Reg. No: T0802600C Ventus Medical, Inc.	Singapore	Registered App Date: 02/29/2008 Reg Date: 08/05/2008 Renewal Due: 02/28/2018
VENTUS MEDICAL Serial No: 200804512 Reg. No: 200804512 Ventus Medical, Inc.	South Africa	Registered App Date: 02/29/2008 Reg Date: 08/10/2010 Renewal Due: 02/28/2018







Trademark Assignment

Mark Serial Number Registration Number Applicant	Country	Status
VENTUS MEDICAL Serial No: 2806892 Reg. No: 2335286 Ventus Medical, Inc.	Argentina	Registered App Date: 02/29/2008 Reg Date: 12/11/2009 Renewal Due: 12/11/2019
VENTUS MEDICAL Serial No: 809874 Reg. No: 864057 Ventus Medical, Inc.	Chile	Registered App Date: 03/03/2008 Reg Date: 10/23/2009 Renewal Due: 10/23/2019
VENTUS MEDICAL Serial No: 527342011 Reg. No: 617877 Ventus Medical, Inc.	Switzerland	Registered App Date: 03/07/2011 Reg Date: 08/10/2011 Renewal Due: 03/07/2021
VENTUS MEDICAL Serial No: 201102625 Reg. No: 261061 Ventus Medical, Inc.	Norway	Registered App Date: 03/07/2011 Reg Date: 08/19/2011 Renewal Due: 03/07/2021
PROVENT Serial No: 77/976,300 Reg. No: 3,573,878 Ventus Medical, Inc.	United States of America	Registered App Date: 08/30/2007 Reg Date: 02/10/2009 Section 8 & 15 Due: 02/10/2015
PROVENT Serial No: 77/734,875 Reg. No: 3,721,903 Ventus Medical, Inc.	United States of America	Registered App Date: 05/12/2009 Reg Date: 12/08/2009 Section 8 & 15 Due: 12/08/2015
PROVENT Serial No: 1227674 Reg. No: 1227674 Ventus Medical, Inc.	Australia	Registered App Date: 03/03/2008 Reg Date: 11/24/2008 Renewal Due: 03/03/2018
PROVENT Serial No: 829614621 Reg. No: Ventus Medical, Inc.	Brazil	Published App Date: 02/29/2008

Mark Serial Number Registration Number Applicant	Country	Status
PROVENT Serial No: 1385505 Reg. No: TMA833542 Ventus Medical, Inc.	Canada	Registered App Date: 02/29/2008 Reg. Date: 10/3/2012 Renewal Date: 10/3/2027
PROVENT Serial No: 6577530 Reg. No: 6577530 Ventus Medical, Inc.	China	Registered App Date: 03/04/2008 Reg Date: 03/28/2010 Renewal Due: 03/27/2020
PROVENT Serial No: 006761548 Reg. No: 006761548 Ventus Medical, Inc.	European Community	Registered App Date: 02/29/2008 Reg Date: 01/29/2009 Renewal Due: 02/28/2018
PROVENT Serial No: 1660336 Reg. No: Ventus Medical, Inc.	India	Filed App Date: 03/03/2008
PROVENT Serial No: 208989 Reg. No: 208989 Ventus Medical, Inc.	Israel	Registered App Date: 03/02/2008 Reg Date: 08/11/2009 Renewal Due: 03/02/2018
PROVENT Serial No: 4020089693 Reg. No: 40787856 Ventus Medical, Inc.	Republic of Korea	Registered App Date: 02/29/2008 Reg Date: 05/06/2009 Renewal Due: 05/06/2019
PROVENT Serial No: 917997 Reg. No: 1048283 Ventus Medical, Inc.	Mexico	Registered App Date: 02/29/2008 Reg Date: 06/30/2008 Renewal Due: 02/28/2018
PROVENT Serial No: 785244 Reg. No: 785244 Ventus Medical, Inc.	New Zealand	Registered App Date: 03/03/2008 Reg Date: 09/10/2009 Renewal Due: 03/03/2018

Mark Serial Number Registration Number Applicant	Country	Status
PROVENT Serial No: 2008705814 Reg. No: 375988 Ventus Medical, Inc.	Russian Federation	Registered App Date: 02/29/2008 Reg Date: 04/01/2009 Renewal Due: 02/28/2018
PROVENT Serial No: T0802602Z Reg. No: T0802602Z Ventus Medical, Inc.	Singapore	Registered App Date: 02/29/2008 Reg Date: 07/18/2008 Renewal Due: 02/28/2018
PROVENT Serial No: 200804584 Reg. No: 200804584 Ventus Medical, Inc.	South Africa	Registered App Date: 02/29/2008 Reg Date: 08/10/2010 Renewal Due: 02/28/2018
PROVENT Serial No: 2806893 Reg. No: 2273673 Ventus Medical, Inc.	Argentina	Registered App Date: 02/29/2008 Reg Date: 02/26/2009 Renewal Due: 02/26/2019
PROVENT Serial No: 809875 Reg. No: 875851 Ventus Medical, Inc.	Chile	Registered App Date: 03/03/2008 Reg Date: 02/11/2010 Renewal Due: 02/11/2020
PROVENT Serial No: 527322011 Reg. No: 617875 Ventus Medical, Inc.	Switzerland	Registered App Date: 03/07/2011 Reg Date: 08/10/2011 Renewal Due: 03/07/2021
PROVENT SR Serial No: 77/268,764 Reg. No: 3,848,166 Ventus Medical, Inc.	United States of America	Registered App Date: 08/30/2007 Reg Date: 09/14/2010 Section 8 & 15 Due: 09/14/2016
VENTUS Serial No: 77/427,722 Reg. No: Ventus Medical, Inc.	United States of America	Allowed - intent to Use App Date: 03/20/2008





Trademark Assignment

<p>Mark</p> <p>Serial Number</p> <p>Registration Number</p> <p>Applicant</p>	<p>Country</p>	<p>Status</p>
<p>INVENT</p> <p>Serial No: 77/542,714</p> <p>Reg. No: 3,748,243</p> <p>Ventus Medical, Inc.</p>	<p>United States of America</p>	<p>Registered</p> <p>App Date: 08/08/2008</p> <p>Reg Date: 02/16/2010</p> <p>Section 8 & 15 Due: 02/16/2016</p>
<p>V LOGO</p> <p>Serial No: 77/613,779</p> <p>Reg. No: 3,847,499</p> <p>Ventus Medical, Inc.</p> 	<p>United States of America</p>	<p>Registered</p> <p>App Date: 11/13/2008</p> <p>Reg Date: 10/05/2010</p> <p>Section 8 & 15 Due: 10/05/2016</p>
<p>V LOGO</p> <p>Serial No: 2913045</p> <p>Reg. No: 2367608</p> <p>Ventus Medical, Inc.</p> 	<p>Argentina</p>	<p>Registered</p> <p>App Date: 05/06/2009</p> <p>Reg Date: 05/14/2010</p> <p>Renewal Due: 05/14/2020</p>
<p>V LOGO</p> <p>Serial No: 1297898</p> <p>Reg. No: 1297898</p> <p>Ventus Medical, Inc.</p> 	<p>Australia</p>	<p>Registered</p> <p>App Date: 05/05/2009</p> <p>Reg Date: 12/22/2009</p> <p>Renewal Due: 05/05/2019</p>
<p>V LOGO</p> <p>Serial No: 830282238</p> <p>Reg. No:</p> <p>Ventus Medical, Inc.</p> 	<p>Brazil</p>	<p>Filed</p> <p>App Date: 05/15/2009</p>
<p>V LOGO</p> <p>Serial No: 863924</p> <p>Reg. No: 870823</p> <p>Ventus Medical, Inc.</p> 	<p>Chile</p>	<p>Registered</p> <p>App Date: 05/13/2009</p> <p>Reg Date: 12/24/2009</p> <p>Renewal Due: 12/24/2019</p>
<p>V LOGO</p> <p>Serial No: 7375265</p> <p>Reg. No: 7375265</p> <p>Ventus Medical, Inc.</p> 	<p>China</p>	<p>Registered</p> <p>App Date: 05/06/2009</p> <p>Reg Date: 09/21/2010</p> <p>Renewal Due: 09/20/2020</p>

Trademark Assignment

Mark Serial Number Registration Number Applicant	Country	Status
V LOGO Serial No: 008282386 Reg. No: 008282386 Ventus Medical, Inc. 	European Community	Registered App Date: 05/06/2009 Reg Date: 10/21/2009 Renewal Due: 05/06/2019
V LOGO Serial No: 1816534 Reg. No: Ventus Medical, Inc. 	India	Filed App Date: 05/11/2009
V LOGO Serial No: 220583 Reg. No: 220583 Ventus Medical, Inc. 	Israel	Registered App Date: 05/06/2009 Reg Date: 10/12/2010 Renewal Due: 05/06/2019
V LOGO Serial No: 2009034148 Reg. No: 5324332 Ventus Medical, Inc. 	Japan	Registered App Date: 05/08/2009 Reg Date: 05/21/2010 Renewal Due: 05/21/2020
V LOGO Serial No: 40200920796 Reg. No: 40842545 Ventus Medical, Inc. 	Republic of Korea	Registered App Date: 05/07/2009 Reg Date: 11/10/2010 Renewal Due: 11/10/2020
V LOGO Serial No: 1004593 Reg. No: 1117545 Ventus Medical, Inc. 	Mexico	Registered App Date: 05/06/2009 Reg Date: 08/27/2009 Renewal Due: 05/06/2019
V LOGO Serial No: 806061 Reg. No: 806061 Ventus Medical, Inc. 	New Zealand	Registered App Date: 05/06/2009 Reg Date: 11/12/2009 Renewal Due: 11/13/2018
V LOGO Serial No: 2009709930 Reg. No: 410681 Ventus Medical, Inc. 	Russian Federation	Registered App Date: 05/06/2009 Reg Date: 06/07/2010 Renewal Due: 05/06/2019

Trademark Assignment

Mark Serial Number Registration Number Applicant	Country	Status
V LOGO Serial No: T0905158C Reg. No: T0905158C Ventus Medical, Inc. 	Singapore	Registered App Date: 05/08/2009 Reg Date: 09/08/2009 Renewal Due: 05/08/2019
V LOGO Serial No: 200908335 Reg. No: 200908335 Ventus Medical, Inc. 	South Africa	Registered App Date: 05/06/2009 Reg Date: 8/13/2012 Renewal Due: 5/6/2019
V LOGO Serial No: 527332011 Reg. No: 617876 Ventus Medical, Inc. 	Switzerland	Registered App Date: 03/07/2011 Reg Date: 08/10/2011 Renewal Due: 03/07/2021
V LOGO Serial No: 201102622 Reg. No: 261088 Ventus Medical, Inc. 	Norway	Registered App Date: 03/07/2011 Reg Date: 08/22/2011 Renewal Due: 03/07/2021
THERAVENT Serial No. 85/626176	United States of America	Allowed – Intent to Use App Date: 5/15/2012

ACKNOWLEDGMENT

State of California
County of Santa Clara

On 4/9/13 before me, Hangama Aziz, notary public
(insert name and title of the officer)

personally appeared Michael A. Maily
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hangama Aziz (Seal)

