

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418498

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Aeris Therapeutics, LLC		07/18/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pulmonx Corporation		
<b>Street Address:</b>	700 Chesapeake Drive		
<b>City:</b>	Redwood City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94063		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3942227	AERISEAL	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	650-493-9300		
<b>Email:</b>	trademarks@wsgr.com		
<b>Correspondent Name:</b>	WILSON SONSINI GOODRICH & ROSATI		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304-1050		
<b>ATTORNEY DOCKET NUMBER:</b>	20920-900 (JLD/TM1013)		
<b>NAME OF SUBMITTER:</b>	Matthew J. Kuykendall		
<b>SIGNATURE:</b>	/matt kuykendall/		
<b>DATE SIGNED:</b>	03/06/2017		
<b>Total Attachments: 7</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Trademark Assignment"), effective as of July 18, 2014 (the "Effective Date"), is by and between Aeris Therapeutics, LLC, a Delaware limited liability company (the "Seller"), by and through Craig R. Jalbert, as assignee for the benefit of creditors, with power of attorney under the Assignment (defined below) (the "Assignee"), and Pulmonx Corporation., a Delaware corporation (the "Buyer").

WHEREAS, pursuant to an Assignment for the Benefit of Creditors dated November 26, 2013, (the "Assignment"), the Seller has assigned and transferred to the Assignee in trust for the benefit of the Seller's creditors, all of its right, title and interest in and to all of its real and personal property wherever situated, either within or without the Commonwealth of Massachusetts, including, without limitation, all Trademarks and Trademark Applications (each defined below), owned by the Seller, including without limitation those listed on Schedule 1 attached hereto;

WHEREAS, the Seller has adopted, and as of the date of the Assignment was using and the owner of the right, title and interest in and to the trade names, trademarks and service marks (the "Trademarks") and the applications for trademark and service mark registrations for such Trademarks (the "Trademark Applications") identified on Schedule 1 attached hereto, subject to any and all liens and encumbrances relating to such Trademarks and Trademark Applications previously granted by the Company;

WHEREAS, the Seller represents that the Seller is capable and authorized to transfer all right, title and interest in the Trademarks and Trademark Applications;

WHEREAS, the Buyer and the Seller are parties to that certain Bill of Sale and Sale Agreement dated as of the date hereof (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, the Seller has agreed to execute and deliver this Trademark Assignment;

WHEREAS, subject to the terms and conditions set forth in this Trademark Application, the Seller is willing to assign to the Buyer its respective rights in such Trademarks and Trademark Applications;

WHEREAS, the Buyer desires to obtain ownership of the Trademarks and Trademark Applications in accordance with the terms and conditions set forth in this Trademark Assignment and the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Buyer and the Seller, intending to be legally bound, hereby agree as follows:

1. Assignment. The Seller does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Buyer, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Trademarks and Trademark Applications, and all

goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to said Trademarks and Trademark Applications and all foreign counterparts thereof, together with the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Trademarks and Trademark Applications,

2. Recordation. In order to record this Trademark Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Trademark Assignment, and the Buyer may execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, the Buyer may record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Trademark Assignment and Schedule 1 hereto. At any time, and from time to time at Buyer's request and expense, the Seller agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Buyer to more effectively vest full title in and to the Trademarks and Trademark Applications in the Buyer. This Trademark Assignment shall be binding upon and shall inure to the benefit of respective successors and permitted assigns of the Seller and Buyer.

3. Power of Attorney. The Seller does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Seller's true and lawful attorney-in-fact, with the power to endorse the Seller's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO. This power of attorney shall be irrevocable.

4. "AS IS" and "WHERE IS". OTHER THAN AS SET FORTH IN THE SALE AGREEMENT AND THE SELLER'S REPRESENTATION HEREIN THAT THE SELLER IS CAPABLE AND AUTHORIZED TO TRANSFER ALL RIGHT, TITLE AND INTEREST IN THE TRADEMARKS AND TRADEMARK APPLICATIONS, (A) THE TRADEMARKS AND TRADEMARK APPLICATIONS ARE ASSIGNED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR GUARANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING QUALITY, QUANTITY, DURABILITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, VALIDITY OR ANY OTHER ASPECT OF THE SAME AND (B) SELLER SHALL HAVE NO LIABILITY WHATSOEVER CONCERNING THE TRADEMARKS AND TRADEMARK APPLICATIONS, INCLUDING LIABILITY FOR NEGLIGENCE OR ANY OTHER THEORY. FURTHER, THE TRADEMARK AND TRADEMARKS APPLICATIONS ARE ASSIGNED "AS IS" AND "WHERE IS" WITHOUT REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. ALL WARRANTIES EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ASSIGNEE ASSUMES NO RESPONSIBILITY FOR THE CONDITION OF THE TRADEMARKS AND TRADEMARK APPLICATIONS. IN NO EVENT SHALL

EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN ANY WAY WITH RESPECT TO THE TRADEMARKS AND TRADEMARK APPLICATIONS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

6. Successors and Assigns. This Trademark Assignment shall bind the Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

*[Signature page to follow]*

This Assignment of Trademarks and Trademark Applications is executed and delivered effective as of the Effective Date.

Aeris Therapeutics, LLC

By: Craig R. Jalbert

Craig R. Jalbert, as and only as assignee for the benefit of creditors of Aeris Therapeutics, LLC, on behalf of Aeris Therapeutics, LLC by power of attorney

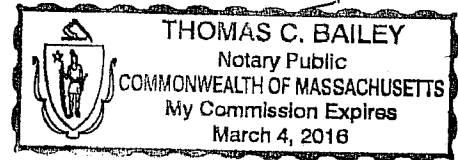
COUNTY OF [ North Polk ] :

STATE OF [ Massachusetts ] : ss.:

BE IT REMEMBERED, that on this 15<sup>th</sup> day of July, 2014, before me, the subscriber, a notary public of the Commonwealth of Massachusetts, personally appeared Craig R. Jalbert, who, I am satisfied, is the person who signed the foregoing Bill of Sale and Sale Agreement as the assignee for the benefit of creditors of Aeris Therapeutics, LLC, the Seller named therein, and he thereupon acknowledged that the said instrument made by the Seller was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the Seller.

Thomas C. Bailey

Notary Public



**Pulmonx Corporation**

By: *Trish Howell*

Name: Trish Howell

Title: Vice President of Operations

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**TRADEMARK**  
**REEL: 006006 FRAME: 0213**

**Pursuant to Section 2.4 of the Assignment, Aeris Therapeutics, LLC consents and agrees to this Assignment of Trademarks and confirms the effectiveness of the assignment hereunder.**

**Aeris Therapeutics, LLC**

By:  \_\_\_\_\_

Name: David Dove

Title: President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT



Schedule 1

Trademarks and Trademark Applications

Trademark	Country	App No	Filing Date	Reg No	Reg Date	Class
AERIS	USA	78/354743	1/21/04	3509869	9/30/08	05 Int., 10 Int.
MISC. DESIGN (Lung Design)	USA	78/356749	1/23/04	3230506	4/17/07	05 Int., 10 Int.
MISC. DESIGN (Lung Design)	EEC	3927341	7/9/04	3927341	11/3/05	05 Int., 10 Int., 44 Int.
AERIS	Israel	173331	7/11/04	173331	8/4/05	10 Int.
AERIS& DESIGN (Word/Mark (Stylized))	Israel	173332	7/11/04	173332	6/7/05	10 Int.
MISC. DESIGN (Lung Design)	Israel	173333	7/11/04	173333	6/7/05	05 Int.
AERISEAL	EEC	8503451	8/21/09	8503451	4/26/10	05 Int., 10 Int., 44 Int.
AERISEAL	USA	85/055131	6/4/10	3942227	4/5/11	05 Int., 10 Int.