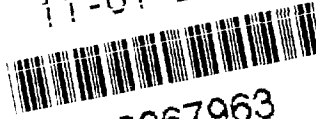


REC

OFFICE OF PATENT AND TRADEMARKS



102267963

10-28-02

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Jamy GANNOE; Gary WELLER; Craig GERBI;
Douglas S. SUTTON; Gilbert MATA, Jr. and J. Stephen SCOTT

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: October 10, 2002; October 10, 2002.; October 10, 2002;
October 10, 2002; October 10, 2002 and October 16, 2002, respectively

2. Name and address of receiving party(ies):

Name: Satiety, Inc.
Internal Address:
Street Address: 604-D Fifth Avenue
City: Redwood City, State: California ZIP: 94063

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
10/188,547 filed July 2, 2002

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Johney U. Han
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: one (1)

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account, referencing
Attorney Docket 514362000900

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Johney U. Han
Registration No: 45,565

Signature

Date

Total number of pages comprising cover sheet, attachments and document: three (3)

10/31/2002 GTOM11 00000076 031952 10188547
01 FC:8021 40.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

pa-737961

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Jamy GANNOE; Gary WELLER; Craig GERBI; Douglas S. SUTTON; Gilbert MATA, Jr. and J. Stephen SCOTT (hereinafter referred to as the assignors), residing at 2877 Blenheim Avenue, Redwood City, California 94063; 15570 El Gato Lane, Los Gatos, California 95032; 515 Villa Street, Mountain View, California 94041; 1595 Adobe Drive, Pacifica, California 94044; 829 Alpina Court, Tracy, California 95376 and 131 Muirefield Crest Court, St. Charles, Missouri 63304, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in METHOD AND DEVICE FOR USE IN TISSUE APPROXIMATION AND FIXATION, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/188,547 and filed on July 2, 2002; and

WHEREAS, Satiety, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 604-D Fifth Avenue, Redwood City, California 94063 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date

10/10/02

Jamy GANNOE

Date

10-10-02

Gary WELDER

Date

10-10-02

Craig GERB

Date

10-10-02

Douglas S. SUTTON

Date

10-10-02

Gilbert MATA, Jr.

Date

10/16/02

J. Stephen SCOTT