Form PTO-1595 (Rev. 06/04) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERC United States Patent and Trademark Offic
RECORDATION FORM COVER SHEET	
PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
 Name of conveying party(ies)/Execution Date(s): 	2. Name and address of receiving party(ies)
Curon Medical, Inc.	Name: BARRx Medical, Inc.
	Internal Address:
Execution Date(s) 4/28/2006	Street Address: <u>540 Oakmead Parkway</u>
Additional name(s) of conveying party(ies) attached? Yes V No	· · · · · · · · · · · · · · · · · · ·
3. Nature of conveyance:	
Assignment Merger	City: <u>Sunnyvale</u>
Security Agreement Change of Name	State: CA
Government Interest Assignment	
Executive Order 9424, Confirmatory License	Country: US Zip: <u>94538</u>
Other	Additional name(s) & address(es) attached? 🗌 Yes 🗹 No
4. Application or patent number(s):	
A. Patent Application No.(s)	B. Patent No.(s) 6.872,206
Additional numbers attached? Yes 🗸 No	
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents
	involved: 1
Name: <u>Daniel D. Ryan</u>	7. Total fee (37 CFR 1.21(h) & 3.41) \$_40.00
Internal Address: Ryan Kromholz & Manion, S.C.	Authorized to be charged by credit card
	Authorized to be charged to deposit account
Street Address: P.O. Box 26618	
	None required (government interest not affecting title)
City: <u>Milwaukee</u>	8. Payment Information
State: WI Zip: 53226-0618	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: <u>262 783 1300</u>	
Fax Number: 262 783 1211	b. Deposit Account Number <u>06-2360</u>
Email Address:	Authorized User Name <u>Daniel D. Ryan</u>
9. Signature:	/ May 2006
Spnature	<u>4 May 2006</u> Date
Daniel D. Ryan	Total number of pages including cover 2
Name of Person Signing sheet, attachments, and documents:	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or malled to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

-ASSIGNMENT

This Assignment Agreement is effective March 16, 2006 (the "Effective Date"), and is between BARRx Medical, Inc., a Delaware corporation with a place of business at 540 Oakmead Parkway, Sunnyvale, California 94085 ("BARRx") and Curon Medical, Inc., a Delaware corporation with a place of business at 46117 Landing Parkway, Fremont, California 94538 ("Curon").

For good and valuable consideration, Curon hereby sells, assigns, and transfers to BARRx, its successors and assigns, subject to the terms and conditions of an Assignment and License Agreement between Curon and BARRx of the same Effective Date, the following rights:

(i) the entire right, title and interest in and to United States Patent No. 6,872,206, entitled "Methods for Treating the Cardia of the Stomach," which issued March 29, 2005 (the " '206 Patent"), and any reissue, reexamination, or extension of the '206 Patent, and including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of the '206 Patent.

(ii) the entire right, title and interest in and to European Patent Application Serial No. 05077167.4, entitled "Integrated Heating and Cooling Apparatus," which was filed September 21, 2005 (the "167 EP Application"), and any reissue, reexamination, or extension of the 167 EP Application, and including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of the 167 EP Application.

Curon warrants and represents that (i) it owns the entire interest in and is the sole owner of all rights referred to in this Assignment Agreement, and (ii) it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

The undersigned, Larry C. Heaton II, declares that he is the President and CEO of Curon and is authorized to execute this Assignment on behalf of Curon.

IN WITNESS WHEREOF, Curon has executed this Agreement as of the Effective Date.

Curon Medical/Inc. By: rry C. Heaton II President and CEO STATE OF

COUNTY OF

Personally came before me this <u>28</u> day of <u>APVI</u>, 2006, the above named Larry C. Heaton II, the President and CEO of Curon Medical, Inc., to me known to be the person who executed the foregoing Assignment, and acknowledged that he executed the foregoing Assignment as such officer as the free act and deed of said corporation, and by its authority.

SS

[SEAL]



PATENT REEL: 017575 FRAME: 0844

RECORDED: 05/04/2006