

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Stefan G. Schreck	05/01/2009
Joshua Benjamin	05/05/2009
Kevin Mayberry	05/01/2009

RECEIVING PARTY DATA

Name:	Endologix, Inc.
Street Address:	11 Studebaker
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618-2012

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12390346

CORRESPONDENCE DATA

Fax Number: (949)760-9502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 949-760-0404

Email: efiling@kmob.com

Correspondent Name: Knobbe Martens Olson & Bear LLP

Address Line 1: 2040 Main Street

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:

ENDOLOG.096A

NAME OF SUBMITTER:

Kregg A. Koch

Total Attachments: 5

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ASSIGNMENT

WHEREAS, We, **STEFAN G. SCHRECK**, a citizen of United States, residing at 4962 Caroline Lane, Fallbrook, CA 92028; **JOSHUA BENJAMIN**, a citizen of United States, residing at 31 Tulare Dr., Aliso Viejo, CA 92656 and **KEVIN MAYBERRY**, a citizen of United States, residing at 26499 Portola, Mission Viejo, California 92692 ("ASSIGNORS") have conceived of an invention ("Invention") disclosed in U.S. Patent Application Number 12/390,346, filed February 20, 2009 entitled DESIGN AND METHOD OF PLACEMENT OF A GRAFT OR GRAFT SYSTEM and in PCT International Application Number PCT/US2009/034755, filed February 20, 2009 entitled DESIGN AND METHOD OF PLACEMENT OF A GRAFT OR GRAFT SYSTEM (the "Applications");

WHEREAS, **ENDOLOGIX, INC.**, having offices at 11 Studebaker, Irvine, CA 92618-2012 ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Applications, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS agree to assign and do hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNORS' improvements thereto, whether conceived and/or reduced to practice by ASSIGNORS alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNORS' tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNORS have knowledge respecting the Invention, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense. ASSIGNORS do also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNORS, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNORS.

B. If ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNORS acknowledge that, to the best of their knowledge, the Invention is patentable, and further agree not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNORS shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

Application Nos.: 12/390,346 // PCT/US2009/034755
Filing Date: February 20, 2009 // February 20, 2009

PATENT
Client Code: ENDOLOG.096A//
ENDOLOG. 096VPC
Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 1st day of May, 2009



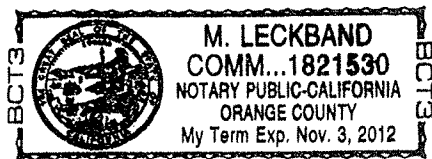
STEFAN G. SCHRECK

STATE OF California }
COUNTY OF Orange } ss.

On May 1, 2009, before me, M. Leckband, notary public, personally appeared **STEFAN G. SCHRECK** personally known to me (or 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 executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]





Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5 day of May, 2009.

JOSHUA BENJAMIN

STATE OF California }
COUNTY OF Orange } ss.

On May 5, 2009, before me, M. Leckband, notary public, personally appeared **JOSHUA BENJAMIN** personally known to me (or 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 executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



M. Leckband
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 1st day of May, 2009.

KEVIN MAYBERRY

STATE OF California }
COUNTY OF Orange } ss.

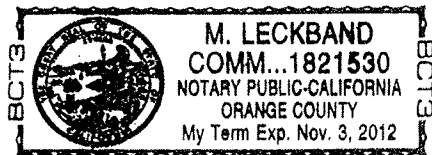
Application Nos.: 12/390,346 // PCT/US2009/034755
Filing Date: February 20, 2009 // February 20, 2009

PATENT
Client Code: ENDOLOG.096A//
ENDOLOG. 096VPC
Page 5

On May 1, 2009, before me, M. Leckband, notary public, personally appeared **KEVIN MAYBERRY** personally known to me (or 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 executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



M. Leckband
Notary Signature

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