

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James Vath	07/24/2009
RECEIVING PARTY DATA	
Name:	Zafgen, Inc.
Street Address:	5 Cambridge Center, Floor 2
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12504722
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-937-2355
Email:	carol.obrien@cooley.com
Correspondent Name:	Cooley Godward Kronish LLP
Address Line 1:	777 6th Street, NW, Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	ZAFG-026/01US 309940-2046
NAME OF SUBMITTER:	Adam M. Schoen
Total Attachments: 3 source=ZAFG_026_01US_Executed Assignment#page1.tif source=ZAFG_026_01US_Executed Assignment#page2.tif source=ZAFG_026_01US_Executed Assignment#page3.tif	

CH \$40.00 12504722

ASSIGNMENT

James Vath residing at 3 Green Meadow Drive, Lynnfield, MA 01940 (referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an applications for patent of the United States and as an International Patent Application, entitled **METHODS OF TREATING AN OVERWEIGHT OR OBESE SUBJECT**, and which is U.S. Nonprovisional Patent Application which bears U.S. Patent Application Serial No. **12/504,722** filed **July 17, 2009**, and which is PCT International Patent Application which bears PCT Patent Application Serial No. **PCT/US09/50953** filed **July 17, 2009**, each of which claims priority to and the benefit of U.S. Provisional Patent Application Serial Nos. **61/114,673** and **61/082,062**.

WHEREAS, Zafgen, Inc. a corporation, and having its principal place of business at 5 Cambridge Center, Floor 2, Cambridge, Massachusetts 02142 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of the United States or other countries on the Inventions; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified above or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

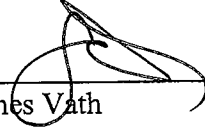
The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

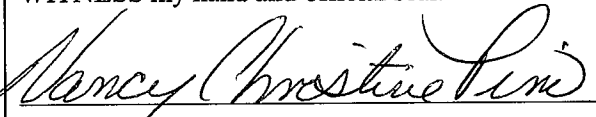
Date: 24-July-2009

By: 
James Vath


State of MASSACHUSETTS)
) ss.
 County of SUFFOLK)

On July 24, 2009, before me, NANCY CHRISTINE PINO, Notary Public, personally appeared JAMES VATH, 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/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.

WITNESS my hand and official seal.


 Signature of Notary Public

Place Notary Seal Above

My Commission Expires  **NANCY CHRISTINE PINO**
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 September 5, 2014

43789 v1/BN