

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bentec Medical, Inc.	07/15/2009
RECEIVING PARTY DATA	
Name:	Bariatec Corporation
Street Address:	215205 Pioneer Blvd., Suite 204
City:	Hawaiian Gardens
State/Country:	CALIFORNIA
Postal Code:	90716
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10876397
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-567-6700
Email:	ipprosecution@orrick.com
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP
Address Line 1:	4 Park Plaza, Suite 1600
Address Line 4:	Irvine, CALIFORNIA 92692
ATTORNEY DOCKET NUMBER:	22722.4001
NAME OF SUBMITTER:	Kenneth S. Roberts
Total Attachments: 2 source=22722_4001asgmt#page1.tif source=22722_4001asgmt#page2.tif	

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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, BENTEC MEDICAL, INC., a California corporation, having its principal place of business at 1380 East Beamer Street, Woodland, California 95776-1553 (hereinafter referred to as "ASSIGNOR"), owns full and exclusive right, title and interest to the patent application Serial No. 10/876,397 filed June 24, 2004 titled "GASTRIC BYPASS BAND AND MEDICAL METHOD" and provisional application Serial No. 60/574,741 filed May 26, 2004, by virtue of an assignment recorded in the United States Patent and Trademark Office recorded on August 4, 2004, at Reel/Frame 016338/0982; and

WHEREAS, BARIATEC CORPORATON, a professional corporation organized and existing under and by virtue of the laws of the State of California, and having its principal place of business at 215205 Pioneer Boulevard, Suite 204, Hawaiian Gardens, California 90716 (hereinafter referred to as "ASSIGNEE"), has, pursuant to written agreement, dated 5/21/2009, acquired from Assignor the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto, to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term

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or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Executed at Milan, Italy July 15th this 2009
day of July, 2009.



BRIANT BENSON
President for
BENTEC MEDICAL, INC.

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