

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Andy H. Levine</td> <td>01/29/2003</td> </tr> <tr> <td>John Cvinar</td> <td>01/29/2003</td> </tr> <tr> <td>Dave Melanson</td> <td>01/29/2003</td> </tr> <tr> <td>John Meade</td> <td>01/29/2003</td> </tr> </tbody> </table>		Name	Execution Date	Andy H. Levine	01/29/2003	John Cvinar	01/29/2003	Dave Melanson	01/29/2003	John Meade	01/29/2003
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Andy H. Levine	01/29/2003										
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Dave Melanson	01/29/2003										
John Meade	01/29/2003										
<b>RECEIVING PARTY DATA</b>											
Name:	Seedling Enterprises, LLC										
Street Address:	150 California Street										
City:	Newton										
State/Country:	MASSACHUSETTS										
Postal Code:	02458										
<b>PROPERTY NUMBERS Total: 1</b>											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7267694</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7267694						
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<b>CORRESPONDENCE DATA</b>											
Fax Number:	(978)341-0136										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	978-341-0036										
Email:	Jill.Kane@hbsr.com										
Correspondent Name:	James M. Smith										
Address Line 1:	530 Virginia Road, P.O. Box 9133										
Address Line 2:	Hamilton Brook Smith Reynolds P.C.										
Address Line 4:	Concord, MASSACHUSETTS 01742										
ATTORNEY DOCKET NUMBER:	2814.2006-005										
NAME OF SUBMITTER:	Jillian M. Kane										
Total Attachments: 4											

CH \$40.00 7267694

**501076221**

**PATENT  
 REEL: 023848 FRAME: 0076**

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Joint

ASSIGNMENT

WHEREAS, we, **Andy H. Levine, John Cvinar, Dave Melanson and John Meade**, have invented a certain improvement in **Bariatric Sleeve** described in an application for Letters Patent of the United States, the specification of which:

- is being executed on even date herewith and is about to be filed in the United States Patent Office;
- was filed on **January 9, 2003** as Application No. **10/339,786**;
- was patented under U.S. Patent No. [ ] on [ ].

WHEREAS, **Seedling Enterprises, LLC** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at **150 California Street, Newton, Massachusetts 02458** desires to acquire an interest therein in accordance with agreements duly entered into with us;

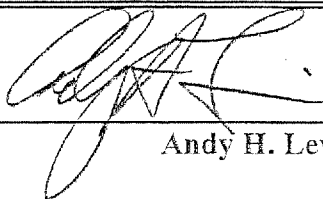
NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: \_\_\_\_\_



Andy H. Levine

State/Commonwealth \_\_\_\_\_

of Massachusetts

County of Middlesex

Then personally appeared before me the above-named **Andy H. Levine** and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this 29<sup>th</sup> day of January, 2003.


(SEAL)



Notary Public

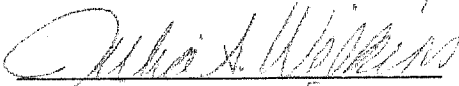
Julia A. Wilkins (print name)

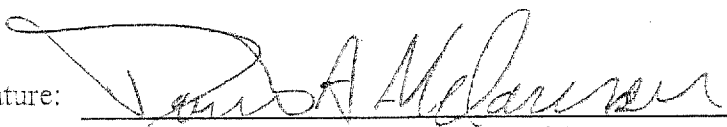
My Commission expires 8/9/2006

Inventor's Signature:   
John Cvinar

State/Commonwealth  
of Massachusetts  
County of Middlesex

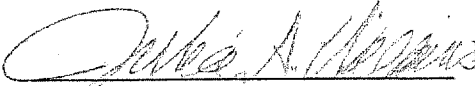
Then personally appeared before me the above-named **John Cvinar** and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this 29th day of January, 2003.

(SEAL)  Notary Public  
Julia A. Wilkins (print name)  
My Commission expires 8/4/2008

Inventor's Signature:   
Dave Melanson

State/Commonwealth  
of Massachusetts  
County of Middlesex

Then personally appeared before me the above-named **Dave Melanson** and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this 29th day of January, 2003.

(SEAL)  Notary Public  
Julia Wilkins (print name)  
My Commission expires 8/4/2008

Inventor's Signature: \_\_\_\_\_

*John C. Meade*

John Meade

State/Commonwealth

of Masachusetts

County of Middlesex

Then personally appeared before me the above-named **John Meade** and acknowledged that he/she executed the foregoing instrument as his/her free act and deed this 27<sup>th</sup> day of January 2003.

(SEAL)

*Anna A. Wilkins*

Notary Public

Anna A. Wilkins (print name)

My Commission expires 8/4/2005

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