

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EndoMetabolic Solutions, Inc.	02/05/2010

RECEIVING PARTY DATA

Name:	Medical and Surgical Review, P.C.
Street Address:	10813 Major Avenue North
City:	Brooklyn Park
State/Country:	MINNESOTA
Postal Code:	55443

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	60971729
PCT Number:	US0876126

CORRESPONDENCE DATA

Fax Number: (651)330-4787
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: Popovich, Wiles & O'Connell, P.A.
 Address Line 1: 8519 Eagle Point Blvd., Suite 180
 Address Line 4: Lake Elmo, MINNESOTA 55042

ATTORNEY DOCKET NUMBER:	NID1001P AND NID1001PC
NAME OF SUBMITTER:	Terry L. Wiles

Total Attachments: 4

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 REEL: 023919 FRAME: 0861**

ASSIGNMENT

WHEREAS, EndoMetabolic Solutions, Inc., a corporation organized and existing under the laws of Minnesota, having its principal offices at 10813 Major Avenue North Brooklyn Park MN 55443, (hereinafter referred to as the "Assignor") owns all right, title and interest in and to the patents and/or patent applications set forth on the attached Schedule A (hereinafter referred to as "Patent Rights");

WHEREAS, Medical and Surgical Review, P.C., a corporation organized and existing under the laws of Delaware, and having its principal offices at 10813 Major Avenue North Brooklyn Park MN 55443 (hereinafter referred to as the "Assignee"), is desirous of acquiring all right, title and interest in and to the Patent Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to the Patent Rights, both foreign and domestic, that have or shall hereafter issue, including all of its rights under the Paris Convention, European Convention, Patent Cooperation Treaty and other international treaties, and Assignor does hereby authorize and request the Director of the United States Patents and Trademark Office to transfer said Patent Rights to the above-mentioned Assignee in accordance herewith.

Assignor hereby authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to transfer said Patent Rights and to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of any United States application falling within the definition of Patent Rights and/or otherwise take advantage of the provisions of the Paris Convention, European Convention, Patent Cooperation Treaty and other international treaties.

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Upon said consideration, Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor or his executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, reissued or extended Patent Rights of the United States, or of any and all foreign countries with respect to the Patent Rights, and in enforcing any rights, occurring as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights.

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IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed as of the date and the year set forth herein.

EndoMetabolic Solutions, Inc.

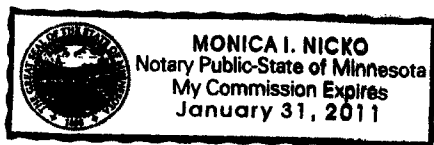
Date: 2/5/10

By: *[Signature]*
Name: David J. Blaeser
Title: President and Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

On this 5 day of February, 2010, before me personally appeared David J. Blaeser, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Monica I. Nicko
Notary Public



SCHEDULE A

1. U.S. Provisional Patent Application Serial No. 60/971,729, filed September 12, 2007,
for DEVICES AND METHODS FOR TREATMENT OF OBESITY

2. International Application No. PCT/US08/76126 filed September 12, 2008,
claiming priority to U.S. Provisional Patent Application Serial No. 60/971,729
filed September 12, 2007 for DEVICES AND METHODS FOR TREATMENT
OF OBESITY