

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Outhit Bouasaysy	06/09/2010
Mark Ashby	06/09/2010
RECEIVING PARTY DATA	
Name:	Reshape Medical, Inc.
Street Address:	100 Calle Iglesia
City:	San Clemente
State/Country:	CALIFORNIA
Postal Code:	92672-7502
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12753751
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	Peter J. Gluck
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

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ASSIGNMENT

WHEREAS, WE, Outhit BOUASAYSY residing in Corona, CA a U.S. citizen and Mark ASHBY, residing in Laguna Niguel, CA a U.S. citizen (hereinafter "ASSIGNORS"), have invented certain new and useful improvements in INTRAGASTRIC SPACE FILLERS AND METHODS OF MANUFACTURING INCLUDING IN VITRO TESTING (hereinafter "Invention"), for which United States Patent Application No. 12/753,751 was filed on April 2, 2010 (hereinafter "Application").

WHEREAS, Reshape Medical, Inc., (hereinafter "ASSIGNEE"), a Delaware corporation, having its offices located at 100 Calle Iglesia, San Clemente, CA 92672-7502, is desirous of acquiring the entire right, title and interest in, to and under the Invention and the Application and patents to be obtained thereon;

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNORS the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS do hereby sell, assign and transfer and set over to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest, throughout the world, in the Invention and the Application, and any other intellectual property rights in the Invention including, but not limited to, any patent rights, and any patent application(s), claiming priority thereto, that have been or may hereafter be filed;

ASSIGNORS hereby covenant that no assignment, sale, agreement, charge, or other encumbrance, has been, or will be, entered into which would conflict with this assignment;

ASSIGNORS do hereby covenant and agree to provide any 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;

ASSIGNORS do hereby covenant and agree to do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns to obtain and enforce proper patent protection for the Invention in all countries including assisting with the preparation of any application relating to the Invention;

ASSIGNORS do hereby covenant and agree not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist, or request, any third party to contest the validity or enforceability of any intellectual property rights assigned herein;

ASSIGNORS do hereby release and forever discharge ASSIGNEE from any and all claims, including but not limited to any debts, liabilities, damages and causes of action of whatsoever kind or nature relating to the Invention, whether or not known, suspected and unsuspected, including any and all previous agreements entered into, which now exist, or may have existed prior to the date of this assignment.

Dated: 06/09/10

By [Signature]
Outhit BOUASAYSY

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who 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 on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

Dated: 9-JUN-2010

By [Signature]
Mark Ashby

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary

Public, personally appeared _____, who 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 on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

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