

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Robert Pecor</td><td>07/23/2010</td></tr><tr><td>Mark Ashby</td><td>07/23/2010</td></tr><tr><td>Jason Kwok</td><td>07/23/2010</td></tr></tbody></table>		Name	Execution Date	Robert Pecor	07/23/2010	Mark Ashby	07/23/2010	Jason Kwok	07/23/2010		
Name	Execution Date										
Robert Pecor	07/23/2010										
Mark Ashby	07/23/2010										
Jason Kwok	07/23/2010										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>ReShape Medical, Inc.</td></tr><tr><td>Street Address:</td><td>100 Calle Iglesia</td></tr><tr><td>City:</td><td>San Clemente</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>92672-7502</td></tr></table>		Name:	ReShape Medical, Inc.	Street Address:	100 Calle Iglesia	City:	San Clemente	State/Country:	CALIFORNIA	Postal Code:	92672-7502
Name:	ReShape Medical, Inc.										
Street Address:	100 Calle Iglesia										
City:	San Clemente										
State/Country:	CALIFORNIA										
Postal Code:	92672-7502										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>PCT Number:</td><td>US1043134</td></tr></tbody></table>		Property Type	Number	PCT Number:	US1043134						
Property Type	Number										
PCT Number:	US1043134										
CORRESPONDENCE DATA											
Fax Number: (949)732-3739 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 949 732 3700											
Email: lwcraig@luce.com											
Correspondent Name: LUCE, FORWARD, HAMILTON & SCRIPPS, LLP											
Address Line 1: 2050 Main Street, Suite 600											
Address Line 2: Attn: Peter J. Gluck											
Address Line 4: Irvine, CALIFORNIA 92614											
ATTORNEY DOCKET NUMBER:	37921-11901										
NAME OF SUBMITTER:	Peter J. Gluck										
Total Attachments: 3 source=11901-ExecutedAssignment#page1.tif											

CH \$40.00 US1043134

501253175

PATENT  
REEL: 024790 FRAME: 0141

source=11901-ExecutedAssignment#page2.tif  
source=11901-ExecutedAssignment#page3.tif

## ASSIGNMENT

WHEREAS, WE, Robert PECOR residing in Aliso Viejo, CA a U.S. citizen; Jason KWOK residing in Anaheim, 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 INFLATION AND DEFLATION MECHANISMS FOR INFLATABLE MEDICAL DEVICES (hereinafter "Invention"), for which International Patent Cooperation (PCT) Application No. PCT/US2010/43134 was filed 23 July, 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;

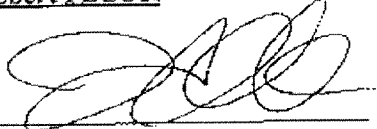
ASSIGNORS do hereby covenant and agree not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist, or request, any third party to contest the validity or enforceability of any intellectual property rights assigned herein;

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.

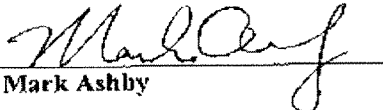
Dated: \_\_\_\_\_

By \_\_\_\_\_  
**Robert PECOR**

Dated: July 23, 2010

By   
**Jason KWOK**

Dated: 23-Jul-2010

By   
**Mark Ashby**

501023300.1

37921-11901

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: JULY 23, 2010By   
**Robert PECOR**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
**Jason KWOK**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
**Mark Ashby**

501023300.1