

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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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>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								
<b>RECEIVING PARTY DATA</b>									
Name:	ReShape Medical, Inc.								
Street Address:	100 Calle Iglesia								
City:	San Clemente								
State/Country:	CALIFORNIA								
Postal Code:	92672-7502								
<b>PROPERTY NUMBERS Total: 1</b>									
<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								
<b>CORRESPONDENCE DATA</b>									
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:	lwraig@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  
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**PATENT  
 REEL: 024790 FRAME: 0141**

**CH \$40.00 US1043134**

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## 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;

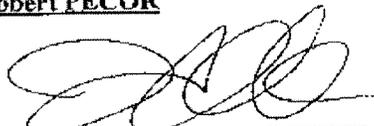
ASSIGNORS do hereby covenant and agree not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist, or request, any third party to contest the validity or enforceability of any intellectual property rights assigned herein;

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.

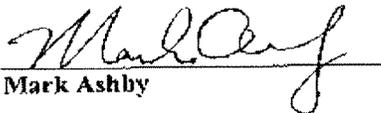
Dated: \_\_\_\_\_

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

Dated: July 23, 2010

By   
**Jason KWOK**

Dated: 23-Jul-2010

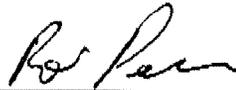
By   
**Mark Ashby**

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37921-11901

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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, 2010 By   
**Robert PECOR**

Dated: \_\_\_\_\_ By \_\_\_\_\_  
**Jason KWOK**

Dated: \_\_\_\_\_ By \_\_\_\_\_  
**Mark Ashby**

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