

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Deka Products Limited Partnership	11/12/2010

RECEIVING PARTY DATA

Name:	Aspiration Medical Technology, LLC
Street Address:	2001 Market Street
Internal Address:	Suite 3820
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	60821333
Patent Number:	7815629
Application Number:	11675525
Patent Number:	7648479
Application Number:	11675544
Application Number:	11890274
Application Number:	12792322

CORRESPONDENCE DATA

Fax Number: (215)568-3439

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 215-568-3100

Email: fpoore@woodcock.com

Correspondent Name: Woodcock Washburn, LLP

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre, 12th Floor

501387071

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Address Line 4: Philadelphia, PENNSYLVANIA 19104-2891

ATTORNEY DOCKET NUMBER:

ASBI-0006, ETC.

NAME OF SUBMITTER:

Faith A. Poore

Total Attachments: 3

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## **ASSIGNMENT**

WHEREAS, **DEKA Products Limited Partnership**, hereinafter referred to as the ASSIGNOR, a limited partnership of New Hampshire, having its principal place of business at 340 Commercial Street, Manchester, New Hampshire 03101 is the owner of certain inventions or improvements for which applications for Letters Patent have been made or for which Letters Patent have been issued, all of which are listed on Attachment A hereto (hereafter Patent Property); and

WHEREAS, **Aspiration Medical Technology, LLC**, hereinafter referred to as the ASSIGNEE, a limited liability company of Delaware, having its principal place of business c/o Liberty Ventures, 2001 Market Street, Suite 3820, Philadelphia, Pennsylvania 19103, is desirous of acquiring the entire right, title and interest in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Patent Property and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover damages recoverable for past infringement of the same, and for violations of provisional rights having arisen from any published application(s) for said Patent Property. ASSIGNOR further assigns to and authorizes said ASSIGNEE to file corresponding applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said assignee, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything reasonably possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all

**PATENT**

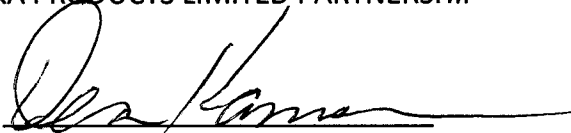
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countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for said Patent Property, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

DEKA PRODUCTS LIMITED PARTNERSHIP

By:   
Dean Kamen

Its: President, DEKA Research &  
Development Corp., General Partner  
of DEKA Products Limited Partnership

Date: November 12, 2010

STATE OF NEW HAMPSHIRE :  
: SS  
COUNTY OF HILLSBOROUGH :

On this 12th day of November, year of 2010, before me, the undersigned officer, personally appeared Dean Kamen, who acknowledged himself to be the President of DEKA Research & Development Corp., General Partner of DEKA Products Limited Partnership, a limited partnership, and that he as such President of DEKA Research & Development Corp., General Partner of DEKA Products Limited Partnership, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President of DEKA Research & Development Corp., General Partner of DEKA Products Limited Partnership.



  
Notary Public

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ATTACHMENT A

Application No. or Patent No.	Filing Date or Grant Date	Title
60/821,333	08-03-2006	Method and Device for Removing Ingested Material From a Stomach
7,815,629	10-19-2010	Apparatus For Treating Obesity By Extracting Food
11/675,525	02-15-2007	Systems and Methods For Removing Ingested Material From a Stomach
7,648,479	01-19-2010	Systems and Methods For Removing Ingested Material From a Stomach
11/675,544	02-15-2007	Systems and Methods For Removing Ingested Material From a Stomach
11/890,274	08-03-2007	Systems and Methods For Removing Ingested Material From a Stomach
12/792,322	06-02-2010	Apparatus For Treating Obesity By Extracting Food
PCT/US2007/017368	08-03-2007	Systems and Methods For Removing Ingested Material From A Stomach
EP 07836484.1	08-03-2007	Systems and Methods For Removing Ingested Material From A Stomach
CA 2659843	08-03-2007	Systems and Methods For Removing Ingested Material From A Stomach
JP2009-0522889	08-03-2007	Systems and Methods For Removing Ingested Material From A Stomach
AU2007281951	08-03-2007	Systems and Methods For Removing Ingested Material From A Stomach
PCT/US2005/027164	07-28-2005	Apparatus and Method For Treating Obesity By Extracting Food
CA 2575162	07-28-2005	Apparatus and Method For Treating Obesity By Extracting Food
EP 05778259.1	07-28-2005	Apparatus and Method For Treating Obesity By Extracting Food
JP2007-0525656	07-28-2005	Apparatus and Method For Treating Obesity By Extracting Food
AU2005274113	07-28-2005	Apparatus and Method For Treating Obesity By Extracting Food