

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Charles R. Slater	12/01/2011
RECEIVING PARTY DATA	
Name:	Apollo Endosurgery, Inc.
Street Address:	7000 Bee Caves Road
Internal Address:	Suite 350
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13320670
CORRESPONDENCE DATA	
Fax Number:	(203)323-1803
Phone:	(203) 323-1800
Email:	pto@gordonjacobson.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Gordon & Jacobson, P.C.
Address Line 1:	60 Long Ridge Road
Address Line 2:	Suite 407
Address Line 4:	Stamford, CONNECTICUT 06902
ATTORNEY DOCKET NUMBER:	SLA-003XUS
NAME OF SUBMITTER:	David S. Jacobson
Total Attachments: 3 source=Assignment-Signed-SLA-003XUS#page1.tif source=Assignment-Signed-SLA-003XUS#page2.tif source=Assignment-Signed-SLA-003XUS#page3.tif	

CH \$40.00 13320670

In accordance with the Purchase and Assignment, dated June 2, 2009 (the “**Effective Date**”), between Charles R. Slater (“**Assignor**”), and Apollo Endosurgery, Inc., a Delaware corporation, having a place of business at 7000 Bee Caves Road, Suite 350, Austin, TX 78746 (“**Assignee**”), and for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, right, title, and interest in and to:

- (a) the patents, patent applications, provisional patent applications and invention disclosures (collectively the “**Patents**”) specifically listed in Schedule A to this Patent Assignment; and
- (b) the following properties and rights with respect to all Patents listed in Schedule A:
 - (i) the inventions claimed or described in the Patents;
 - (ii) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents, patent applications or provisional patent applications listed in Schedule A;
 - (iii) all divisions, continuations, continuations-in-part, renewals, reissues, reexaminations, and extensions of the foregoing patents and patent applications;
 - (iv) all income, royalties, damages, and payments due or payable to the Assignor with respect to the Patents, including without limitation unpaid damages and payments for past, present, and future infringements of any patent; and
 - (v) all rights to sue and recover damages and payments for past, present, and future infringements of any of the patents, including the right to fully and entirely replace the Assignor in all related matters.

Subject to the terms and conditions of the Purchase and Assignment Agreement, dated June 2, 2009, by and between Assignee and Assignor: the foregoing rights in and under the Patents shall apply to the full end of their terms as fully as the Assignor would have held the same in the absence of this Assignment. As of the date set forth below, the Assignee has succeeded to all right, title, and standing of the Assignor to (a) receive all rights and benefits pertaining to the Patents, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Patents and rights described above.

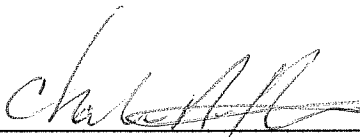
Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office and the corresponding officials of any and all other countries worldwide to issue any and all patent applications, when granted, to Assignee, as Assignee of Assignor's entire right, title and interest in and to the same, for the sole use and benefit of the Assignee, its successors and assigns.

Assignor also agrees that it will reasonably cooperate with Assignee to fully carry out the terms of this Assignment and that it will promptly sign and/or deliver to Assignee all assignments, affidavits and other documents or instruments which may be reasonably necessary to record this Assignment and any prior assignments or other transfers of ownership of the Patents in any country of the world and otherwise perfect Assignee's ownership of the Patents.

Assignor also agrees to assist Assignee in the prosecution of the patent applications identified herein, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United States Patent and Trademark Office affecting the inventions disclosed or claimed therein.

Executed to be effective as of the Effective Date.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 1st day of December 20 11.

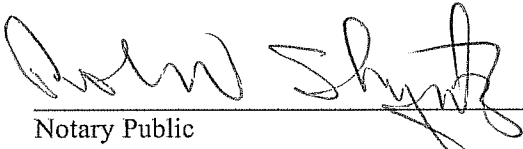


Charles R. Slater

STATE OF FLORIDA

COUNTY OF BROWARD

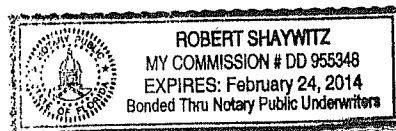
The foregoing assignment was acknowledged before me this _____ day of _____, 20____ by Charles R. Slater, who is personally known to me or has produced _____ as identification.



Notary Public

SEAL

My Commission expires:



**Schedule A
to Patent Assignment
between Charles R. Slater ("Assignor")
and Apollo Endosurgery, Inc. ("Assignee")**

Patents

Patent Application

U.S. Patent Application entitled "Endoscopic Instrument" filed on November 15, 2011 and having a serial number of No. 13/320,670 invented by Charles R. Slater, a U.S. Citizen, having a postal address of 2350 S.W. 26th Ave., Ft. Lauderdale, FL 3312.