

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vladimir Mitelberg	01/31/2012
RECEIVING PARTY DATA	
Name:	Apollo Endosurgery, Inc.
Street Address:	7000 Bee Caves Rd.
Internal Address:	Suite 250
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13327988
CORRESPONDENCE DATA	
Fax Number:	(203)323-1803
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<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.
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Address Line 2:	Suite 407
Address Line 4:	Stamford, CONNECTICUT 06902
ATTORNEY DOCKET NUMBER:	APO-022A
NAME OF SUBMITTER:	David S. Jacobson
Total Attachments: 2 source=Assignment-Signed-APO-022A#page1.tif source=Assignment-Signed-APO-022A#page2.tif	

CH \$40.00 13327988

## ASSIGNMENT

WHEREAS, I, **Vladimir Mitelberg**, hereinafter referred to as the "Inventor", a US citizen, whose post office address is 12616 Scofield Farms Drive, Austin, TX 78727, have invented certain new and useful improvements in

**ENDOSCOPIC SUTURING SYSTEM WITH RETAINED END CAP**

as described and set forth in an application for Letters Patent of the United States of America, filed by me on the 16<sup>th</sup> day of December, 2011, as serial number **13/327,988**;

AND WHEREAS, **Apollo Endosurgery, Inc.**, hereinafter referred to as the "said COMPANY", a company existing under the laws of Delaware and having a place of business at 7000 Bee Caves Rd., Suite 250, Austin, TX 78746, is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that I, the Inventor, for good and valuable considerations, the receipt and sufficiency of which I hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to my invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application or any other application which claims the benefit of said application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, to have and to hold the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND I do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND I do hereby covenant and warrant that I have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that I have not executed and will not execute any instruments in conflict herewith.

AND I, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that I, my executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents,

rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

The undersigned hereby grant(s) David P. Gordon, Esq., David S. Jacobson, Esq., and Jay P. Sbröllini, Esq. the power to insert on this Assignment any further identification which may be necessary in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document and to correct any errors or defects herein.

IN WITNESS WHEREOF, I, **Vladimir Mitelberg**, have hereunto set my hand and seal this 31 day of January, 2012.

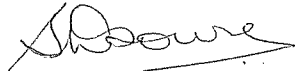
  
\_\_\_\_\_  
Vladimir Mitelberg

County of TRAVIS )  
State of TEXAS ) ss:

BE IT KNOWN, that on this 31<sup>st</sup> day of JANUARY, 2012 personally appeared **Vladimir Mitelberg** to me known and known to me to be the individual described in and who executed the foregoing assignment and he acknowledged to me that he executed the same.



SEAL

  
\_\_\_\_\_  
Notary Public

My commission expires: