### 501986562 07/12/2012

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Kenneth F. Binmoeller	03/03/2006

#### RECEIVING PARTY DATA

Name:	Endosphere, Inc.	
Street Address:	4449 Easton Way, 2nd Floor	
City:	Columbus	
State/Country:	ОНЮ	
Postal Code:	43219	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13420457

#### CORRESPONDENCE DATA

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 650-212-1700

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Mail.

Correspondent Name: Shay Glenn LLP

Address Line 1: 2755 Campus Drive, Suite 210
Address Line 4: San Mateo, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER:	10126-701.302
NAME OF SUBMITTER	Jennifer Canizzi

## Total Attachments: 6

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PATENT REEL: 028536 FRAME: 0509 CH \$40,00 13420

U.S. DEPARTMENT OF COMMERCE

# RECORDATION FORM COVER SHEET

PATENT AND TRADEMARK OFFICE

## PATENTS ONLY

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.			
Name of conveying party(ies):	Name and address of receiving party(ies):		
(1) Kenneth F. Binmoeller  Additional name(s) of conveying party(ies) attached?  ☐ Yes ☒ No	Name: Endosphere, Inc. 4449 Easton Way, 2 <sup>nd</sup> Floor Columbus, OH 43219		
3. Nature of Conveyance:	Name and address of receiving party(ies):		
Assignment Merger	Name:		
Security Agreement Change of Name	Street Address:  City: State: Zip:		
Other	Country:		
EXECUTION DATES: (1) 03/03/2006	Additional name(s) & address(es) attached? ☐ Yes ⊠ No		
4. Application number(s) or patent number(s):			
If this document is being filed together with a new application, th	e execution date of the application is:		
A. Patent Application No.(s) – <b>13/420,457</b>	B. Patent No.(s)		
Title: METHODS AND DEVICES TO CURB APPETITE AND/OR REDUCE FOOD INTAKE			
Additional numb	pers attached? Yes No		
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1		
Kathleen R. Kelleher Shay Glenn LLP 2755 Campus Drive, Suite 210 San Mateo, CA 94403			
San Mateo, CA 94403	7. Total fee (37 CFR 3.41): \$40.00		
	A check is enclosed that includes the total fee.  Charge the \$40 fee to <b>Deposit Account 50-4050.</b>		
DO NOT USE THIS SPACE			
8. Statement and signature.			
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.			
Kathleen R. Kelleher, Reg. No. 62,230			
Name of Person Signing Signature Date  Total number of pages including cover sheet, attachments, and documents: 6			

**PATENT REEL: 028536 FRAME: 0510** 

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is made and entered into as of March 3, 2006 (the "Effective Date") by and between Endosphere Inc., a Delaware corporation (the "Company"), and Dr. Ken Binmoeller, an individual, (the "Assignor").

A. WHEREAS, Assignor is a founder of the Company;

## **REDACTED**

C. WHEREAS, Assignor desires to assign and transfer to the Company his proprietary and contractual rights, title, and interest in and to the IP Assets (as defined below) as consideration for the Company's agreement to sell the Shares.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

## REDACTED

1.5 "Intellectual Property Right(s)" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures; (ii) all trade secrets and other rights in know-how and confidential or proprietary

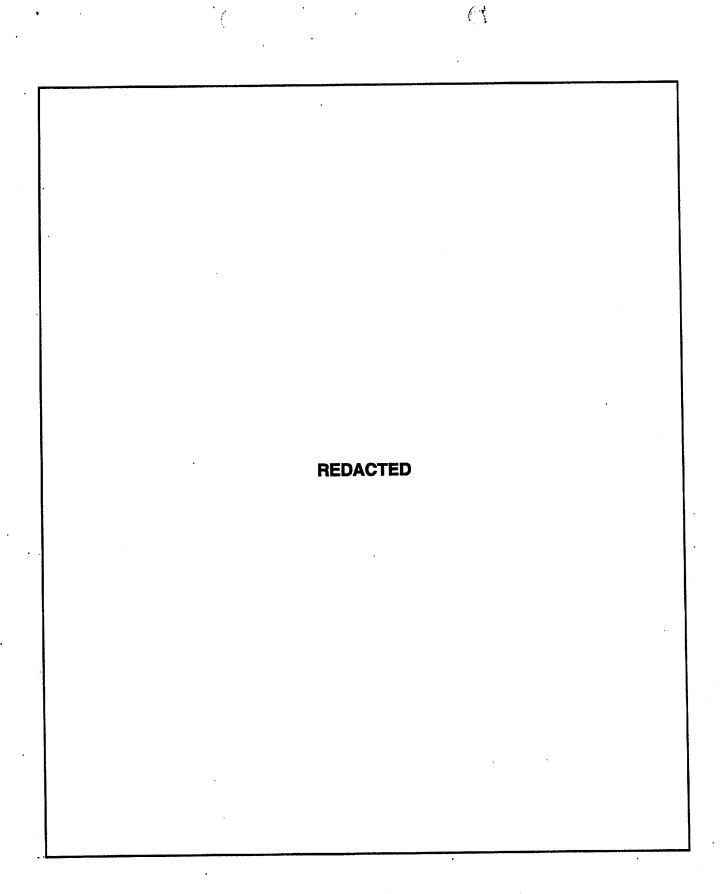
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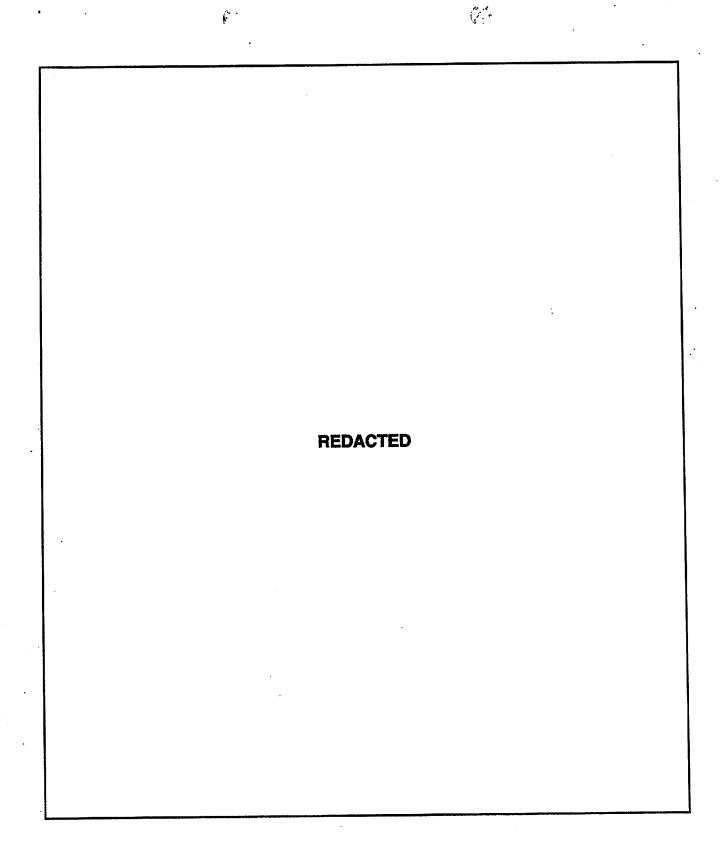
PATENT REEL: 028536 FRAME: 0511 information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) mask works, mask work registrations and applications therefor, and all other rights corresponding thereto throughout the world; (vi) all rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; and (vii) all trade secrets and any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

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"IP Assets" means those assets listed on Schedule A (attached hereto), including all 1.6 Derivatives and Embodiments thereof, and all Intellectual Property Rights in any and all of the foregoing. REDACTED



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IN WITNESS WHEREOF, the parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement:

ASSIGNOR	COMPANY
By: Keults. Bulle.	<b>\By:</b>
Name: Kenneth F. Binmoeller, MD	Name:
Address: 2200 Sacramento St, # 1105	Address:
Son Brancisco CA 94155	