

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Beacon Endoscopic Corporation	09/06/2012
RECEIVING PARTY DATA	
Name:	G.I. Windows, Inc.
Street Address:	2000 Commonwealth Avenue
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	61292313
PCT Number:	US1120229
Application Number:	12984803
Application Number:	61223897
PCT Number:	US1041362
Application Number:	61649248
CORRESPONDENCE DATA	
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Correspondent Name:	Mark S. Leonardo
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Address Line 2:	Brown Rudnick LLP
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ATTORNEY DOCKET NUMBER:	27319/1
NAME OF SUBMITTER:	Mark S. Leonardo
Total Attachments: 5 source=20120906150747#page1.tif source=20120906150747#page2.tif source=20120906150747#page3.tif source=20120906150747#page4.tif source=20120906150747#page5.tif	

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Patent Assignment") effective the 15th day of May, 2012 by Beacon Endoscopic Corporation, a Delaware corporation, ("Assignor") having a place of business at 2000 Commonwealth Avenue, Newton, MA 02466, and G.I. Windows, Inc., a Delaware corporation, ("Assignee") having a place of business at 2000 Commonwealth Avenue, Newton, MA 02466.

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated May 15, 2012 (the "Agreement"), under which Assignor agrees to contribute, transfer and assign, and Assignee agrees to accept, assume and purchase all the intellectual property assets relating to Assignor's Magnetics Business (as defined in the Agreement); and

WHEREAS, included among the Magnetics Business to be accepted, assumed and purchased by Assignee are, among other things, certain patents, patent applications, industrial property, inventions and discoveries that may be patentable, including any patents issuing therefrom, and any reissues, reexaminations, divisions, continuations in whole or in part, extensions and foreign counterparts thereof (hereinafter referred to as "Patents"), including, without limitation, certain Patents set forth in Exhibit A attached hereto; and

WHEREAS, Assignee is this date accepting, assuming and purchasing Assignor's Magnetics Business in accordance with the terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Definitions. Terms not otherwise defined in this Patent Assignment shall have the same respective meanings ascribed to them in the Agreement.

2. Assignment.

(a) Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all of the Magnetics Business including those Patents which are disclosed and claimed, and any and all of the Patents which are disclosed but not claimed, in any of the Patents, and in and to all United States and foreign patents issuing from any of the applications and all divisional, continuing, substitute, renewal, reissue, and all other patents and applications for United States Letters Patent or other related property rights in any and all foreign countries, which have been or shall be filed on any of the Patents disclosed in any of the Patents, all original and reissued patents or related foreign documents which have been or shall be issued on any such Patents or improvements, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Patent rights.

(b) Assignor authorizes and requests the Commissioner of Patents of the United States to issue to the Assignee, its successors, assigns and legal representatives, in accordance with this Patent Assignment, any and all United States Letters Patent on the Patents or any of them disclosed in any of the Patents; and

(c) Assignor authorizes and agrees that the Assignee may apply for and receive foreign Letters Patent or rights of any other kind for the Patents, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the Patents under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, at the expense of the Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Patent Assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all such Patents; execute all rightful oaths, agreements, powers of attorney and other papers; communicate to the Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said Patents and the history thereof; testify in all legal proceedings, and generally do everything possible which the Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said Patents and for vesting title to said Patents and all applications for patents or related foreign rights and all patents on such Patents, in the Assignee, its successors, assigns and legal representatives.

3. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth herein, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Patents and to defend and compromise any and all actions, suits and proceedings in respect of any of said Patents and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

4. Further Assurances. Upon the request of Assignee or in case for any reason the Power of Attorney set forth in Paragraph 3 hereof is insufficient to effect the assignment set forth herein or effect any other purpose set forth in Paragraph 3 hereof, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained herein and the purposes set forth in Paragraph 3 hereof.

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IN WITNESS WHEREOF, the Assignor has caused this Patent Assignment to be executed as a sealed instrument as of the date below by its officer thereunto duly authorized.

BEACON ENDOSCOPIC CORPORATION

By: 

Name: Peter Rogal

Title: President

Date: September 6, 2012

Exhibit A to Patent Assignment

1. Title: Methods and Apparatus for Magnet-Induced Compression Anastomosis Between Adjacent Organs

US Provisional Application – 61/292,313 (Filed: 1-5-2010)

PCT Application - PCT US2011/20229 (Filed: 1-5-2011)

US Application – 12/984,803 (Filed: 1-5-2011)

2. Title: Magnetic Stent and Method of Use

US Provisional Application – 61/223,897 (Filed: 7-8-2009)

PCT Application - PCT US2010/41362 (Filed: 7-8-2010)

EP Application – 10797839.7 (Filed: 2-8-2012)

3. Title: Methods, Medical, Surgical Applications and Devices to Support Minimally Invasive Magnetic Compression Anastomosis

US Provisional Application – 61/649,248 (Filed: May 19, 2012)

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