502437292 07/29/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------|----------------|
| Parviz K. Amid | 11/03/2012 |
| Christian Martin | 03/19/2013 |
| Scott Arp | 10/22/2012 |

RECEIVING PARTY DATA

| Name: | SafeStitch Medical, Inc. | |
|-----------------|------------------------------------|--|
| Street Address: | 4400 Biscayne Boulevard, Suite 670 | |
| City: | Miami | |
| State/Country: | FLORIDA | |
| Postal Code: | 33137 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 13425590 |

CORRESPONDENCE DATA

Fax Number: 3176377561

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

Phone: (317) 634-3456

Email: eashuster@uspatent.com
Correspondent Name: Elizabeth A. Shuster

Address Line 1: Woodard, Emhardt, Moriarty, et al.

Address Line 2: 111 Monument Circle, Suite 3700

Address Line 4: Indianapolis, INDIANA 46204

| ATTORNEY DOCKET NUMBER: | 010167-000084 | |
|-------------------------|---------------------------------|--|
| NAME OF SUBMITTER: | Elizabeth A. Shuster | |
| Signature: | /Elizabeth A. Shuster, #52672 / | |
| | | |

REEL: 030896 FRAME: 0238

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| Date: | 07/29/2013 |
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PATENT REEL: 030896 FRAME: 0239

ASSIGNMENT

1. DEFINITIONS

- 1.1 ASSIGNOR means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 ASSIGNEE means SafeStitch Medical, Inc., a corporation of Delaware having a principal place of business at 4400 Biscayne Boulevard, Suite 670, Miami, FL 33137 as well as its successors and/or assigns.
- 1.3 PATENT APPLICATION means International Patent Cooperation Treaty (PCT) or United States Patent Application Number 13/425,590 which was filed on March 21, 2012, with the title of HERNIA STAPLER.
- 1.4 INVENTION means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.
- 1.5 RELATED PATENT CASES includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
- b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
- c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 RELATED INTELLECTUAL PROPERTY includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.
- 1.7 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.8 GEOGRAPHIC SCOPE means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 EFFECTIVE DATE means the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date of this assignment is first signed by at least one of the parties.

2. ASSIGNMENT OF RIGHTS

#884355

- 2.1 <u>Consideration.</u> The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.2 <u>Intellectual Property.</u> The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.3 <u>Future Improvements.</u> The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.4 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.
- 2.5 <u>Infringement and Misappropriation.</u> The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

Attorney Docket No. 010167-000084

- Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future remedies for infringement and/or misappropriation, including damages, royalties, and profits.
- Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

- Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.
- Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desired to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney,
- Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives
- Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.
- No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein 3.5 without the requirement of any additional consideration.

4. ATTORNEY CLIENT PRIVILEGE

- Assignment of Attorney-Client Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.
- Prevent Waiver of Attorney Client Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product, and/or common interest without the express written authorization from the ASSIGNEE and/or its legal representatives.
- Partial Waiver of Attorney-Client Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorneyclient privilege and/or work product of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

- Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.
- No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

- Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in Interest, its assigns, and/or its legal representatives.
- Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.
- Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the assignment.
- Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

Attorney Docket No. 010157-000084

| Parviz K. Amid 24620 Cordillera Drive Calabasas, CA 91302 Cinited States Assignor Signature Assignor Date Assignor Date SUBSCRIBED and SWORN to before me by Parviz K. Amid this I day of 20, in the county of 20, in the county of 20 shall a last state of 20 shall a |)[id |
|--|-----------|
| Christian Martin Christian Martin 10090 Southwest 145 Street Mismi, FL 33176 United States Assignor Signature Assignor Signature Assignor Date |)[id |
| Assignor Signature Assignor Signature SUBSCRIBED and SWORN to before me by Parviz K. Amid this day of 20 in the county of Los Moders RAVINGER BHALLA in the State of 20 in the county of Los Moders COMM #1859582 Notes Figure Scribers Assignor Braile. Notary Public (Signature) Resident of County My Commission Expires Christian Martin 10090 Southwest 145 Street Miami, FL 33176 United States Assignor Signature Assignor Signature Assignor Date |)[4] - |
| Assignor Signature Notarial Stamp Seal SUBSCRIBED and SWORN to before me by Parviz K. Amid this Suday of 20 in the county of Los Moders Pavinder Bhalla in the State of 20 in the county of Los Moders Notary Public Causty Residence of 20 in the county of Los Moders Notary Public (Signature) Notary Public (Signature) Residant of County My Commission Expires Christian Martin 10090 Southwest 145 Street Miami, FL 33176 United States Assignor Signature Assignor Date |). - |
| SUBSCRIBED and SWORN to before me by Parviz K. Amid this 2 day of the country of 20, in the country of 20 in the country of 30 in the State of 30 in the country of 30 in the 30 in | 鸿 |
| RAVINGER BHALLA COMM. #1859582 in the State of Communication (Printed Name) Residual of Communication (Printed Name) Assignor Date Assignor Date | 鸿 |
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| 10090 Southwest 145 Street Miami, FL 33176 United States Assignor Signature Assignor Date Assignor Martin | |
| Assignor Signature | Į. |
| Notorial Stamp Seat SUBSCRIBED and SWORN to before me by Christian Martin | |
| | - |
| this day of 10 in the county or | } |
| in the State of | |
| Notice Public (Suprante) (Printed Name) | |
| 11717 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | ł |
| Residen of County My Commission Expires | |
| Assignor Signature Notarial Stamp Seal SUBSCRIBED and SWORN to before me by Scott Am thisday of, 20, in the county of in the State of | |
| At any of the state of | |
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Anomey Docket No 010167-000984

| | ASSIGNOR(S) SIGNATUR | E(S) |
|--|--|---|
| Parviz K. Amid 24620 Cordillera Drive Calabasas, CA 91302 United States | | |
| Assign | oor Signature | Assignor Date |
| Notorial Stamp/Sept | SUBSCRIBED and SWORN to before | ore me by Parviz K. Amid |
| | this day of in the State of | , 20, in the county of |
| | Notary Public (Signature) | (Printed None) |
| | Readest of | County My Commission Expres |
| Christian Martin 10090 Southwest 145 Street Miaml, FL 33176 United States | | |
| Assign | tor Signature | Assignor Date |
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| Notarial Stamp/Seat | —— SUBSCRIBIED and SWORN to before | we me by Christian Martin |
| Notivial Stamp/Seal | thisday of | xe me by Christian Martin |
| Nouvial stamp seas | • | , 20 in the county of |
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| Scott Arp 17901 Southwest 91 Avenue | this day of in the State of home Pattle (State of home) | (France Name) |
| Scort Arp 17901 Southwest 91 Avenue Village of Palmetto Bay, FL | this day of in the State of home Pattle (State of home) | (Printed Name) (County My Composition Expires |
| Scott Arp 1790! Southwest 9! Avenue Village of Palmetto Bay, FL 33157 United States | this day of in the State of horary Public (Signature) keession of | (France Name) |
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| Scott Arp 1790! Southwest 9! Avenue Village of Palmetto Bay, FL 33157 United States | this day of in the State of | Coursy My Compassion Expres |
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| Scott Arp 17901 Southwest 91 Avenue Village of Palmetto Bay, FL 33157 United States Assign NOTARY PUBLIC ESTATE OF FLORIS Comm# DD092797 | this day of in the State of horacy Public (Signature) horacy Public (Signature) horacy Signature St./BSCRIDIED and SWORN to belous in the State of October 72 | County My Commission Expres County My Commission Expres Assigner Date Differ the county of Man - Date Differ P. PINCKUK |
| Scott Arp 17901 Southwest 91 Avenue Village of Palmetto Bay, FL 33157 United States Assign NOTARY PUBLIC ESTATE OF FLORIS | thisday ofday of | Coursy My Commission Expires Course My Commission Expires |

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

| White Georges | Digitally sispend by Jeffrey G. Springers ON: crosistiney G. Springers, indishbisch Akelicai, inc., aus CDL, overallogspringersplatefettisch com, and S Date: 2018.07.03 1269/07-04/00" |
|------------------------|--|
| Assignce Signature | |
| Printed Name: | ephrey Spragers |
| Title: <u>Q E ()</u> | E president |
| Company: SafeStitch Mo | tdical, Inc. |
| Date: 3rd day of_ | John 20 13 |
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Atterney Docker No. 910167-900084

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Attorney Docket No. 010167-000084

PATENT REEL: 030896 FRAME: 0244

#884355

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- Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE. 6.4

Attorney Docket No. 010167-000084

| | ASSIGNOR(S) SIGNAT | URE(S) |
|--|--|---|
| Parviz K. Amid 24620 Cordillera Drive Calabasas, CA 91302 United States | | |
| Assigno | r Signature | Assignor Date |
| Notarial Stamp/Seal- | | before me by Parriz K. Amid |
| | this day of in the State of | , 20_, in the county of |
| | | |
| | Notary Public (Signature) | (Printed Manc) |
| Christian Martin | Resident of | County My Commission Expires |
| 10090 Southwest 145 Street Miami, FL 33176 United States | | 3//9//3 |
| Assignor | -Signsture | Australia State |
| 13-37 Notation Name of Control | SUBSCRIBED and SWORN to the thirty of the state of the st | before me by Christian Martin |
| Hotary Public - State of Florie | this Fi day of TIANO | H 2012 in the county of VA |
| AND THE RELIEF | A STATE OF THE STA | James Martin |
| | Nosary Public (Signaryle) | |
| Scott Arp | Residences 119277777 2/A | County My Commission Expires 414111 |
| 17901 Southwest 91 Avenue Village of Palmetto Bay, FL 33187 United States | | |
| Manager Activity Agents | Signature | Assignor Date |
| Noturial Stamp/Seal- | SUBSCRIBED and SWORN to b | efore me by Scott Arp |
| | this day of in the State of | . ZQ, in the county of |
| | Notary Public (Signature) | (Printes Name) |
| | Resident of | County My Communion Explore |
| ssigneer | | |
| Assignee hereby accepts the sale, tr | | ANSI LIKKED KICHTS. Digitally signed by selfrey a. Spragens |
| | Will fringen | Control Methods (C. Spasyleth, au-Safedshitch Medical, Inc., au—CEC, ernal-ajparagenshinachthi.com, 2045 Date: 2013.07.09 12:10:55-3 design |
| | Assignce Signature | |
| | Printed Name: | forey Spragers |
| | Tide: <u>CFO</u> | L President |
| | Company: SafeStitch Modic | cal, Inc. |
| | Date: 3rd day of <u>c</u> | To 1/4 20 13 |

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