

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Parviz K. Amid</td> <td>11/03/2012</td> </tr> <tr> <td>Christian Martin</td> <td>03/19/2013</td> </tr> <tr> <td>Scott Arp</td> <td>10/22/2012</td> </tr> </tbody> </table>		Name	Execution Date	Parviz K. Amid	11/03/2012	Christian Martin	03/19/2013	Scott Arp	10/22/2012
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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									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13425590</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13425590				
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Application Number:	13425590								
CORRESPONDENCE DATA									
Fax Number:	3176377561								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
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 /								

Date:

07/29/2013

Total Attachments: 7

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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

- 2.1 **Consideration.** The **ASSIGNOR** hereby acknowledges receipt of good, valuable, and sufficient consideration from the **ASSIGNEE** for this assignment.
- 2.2 **Intellectual Property.** 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 **Future Improvements.** 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**.
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2.6 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future remedies for infringement and/or misappropriation, including damages, royalties, and profits.

2.7 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

3.1 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.

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4. ATTORNEY CLIENT PRIVILEGE

4.1 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.

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5. COVENANTS AND WARRANTIES

5.1 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.

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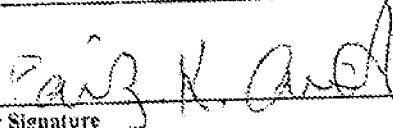

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6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.

6.3 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.

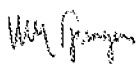
6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

ASSIGNOR(S) SIGNATURE(S)	
Parviz K. Amid 24620 Cordillera Drive Calabasas, CA 91302 United States	<div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 60%; text-align: center;">  </div> <div style="border-bottom: 1px solid black; width: 35%; text-align: center;"> 11/3/12 </div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Assignor Signature Assignor Date </div>
<i>Notarial Stamp/Seal</i> 	SUBSCRIBED and SWORN to before me by <u>Parviz K. Amid</u> this <u>3rd</u> day of <u>Nov</u> , 20 <u>12</u> , in the county of <u>Los Angeles</u> in the State of <u>California</u> <div style="display: flex; justify-content: space-between; font-size: small;"> Notary Public (Signature) <u>Ravinder Bhalla</u> Ravinder Bhalla, Notary Public </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Resident of <u>Los Angeles</u> County My Commission Expires <u>Aug 28, 2015</u> </div>
Christian Martin 10890 Southwest 145 Street Miami, FL 33176 United States	<div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 60%;"></div> <div style="border-bottom: 1px solid black; width: 35%;"></div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Assignor Signature Assignor Date </div>
<i>Notarial Stamp/Seal</i>	SUBSCRIBED and SWORN to before me by <u>Christian Martin</u> this _____ day of _____, 20____, in the county of _____ in the State of _____ <div style="display: flex; justify-content: space-between; font-size: small;"> Notary Public (Signature) (Printed Name) </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Resident of _____ County My Commission Expires _____ </div>
Scott Arp 17901 Southwest 91 Avenue Village of Palmetto Bay, FL 33157 United States	<div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 60%;"></div> <div style="border-bottom: 1px solid black; width: 35%;"></div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Assignor Signature Assignor Date </div>
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Assignee:

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

Digitally signed by Jeffrey G. Spigener
DN: cn=Jeffrey G. Spigener, o=SafeSliich Medical, Inc., email=jspigener@safesliich.com, c=US
Date: 2012.07.03 12:06:48 -0500



Assignee Signature _____

Printed Name: Jeffrey Spigener

Title: CEO & President

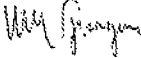
Company: SafeSliich Medical, Inc.

Date: 3rd day of July, 2013

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Parviz K. Amid 24620 Cordillera Drive Calabasas, CA 91302 United States	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Assignor Signature</td> <td style="width: 50%; border-bottom: 1px solid black;">Assignor Date</td> </tr> <tr> <td colspan="2"> SUBSCRIBED and SWORN to before me by <u>Parviz K. Amid</u> this _____ day of _____, 20____, in the county of _____ in the State of _____ </td> </tr> <tr> <td style="border-bottom: 1px solid black;">Notary Public (Signature)</td> <td style="border-bottom: 1px solid black;">(Printed Name)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Resident of _____ County</td> <td style="border-bottom: 1px solid black;">My Commission Expires _____</td> </tr> </table>	Assignor Signature	Assignor Date	SUBSCRIBED and SWORN to before me by <u>Parviz K. Amid</u> this _____ day of _____, 20____, in the county of _____ in the State of _____		Notary Public (Signature)	(Printed Name)	Resident of _____ County	My Commission Expires _____
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Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

 Assignor Signature	<small>Digitally signed by Jeffrey G. Spragens DN: cn=Jeffrey G. Spragens, o=SafeStitch Medical, Inc. ou=CED, email=jeffspragens@safe stitch.com, c=US Date: 2013.07.03 12:09:07 -0400</small>
Printed Name: <u>Jeffrey Spragens</u>	
Title: <u>CEO & President</u>	
Company: <u>SafeStitch Medical, Inc.</u>	
Date: <u>3rd</u> day of <u>July</u> , 20 <u>13</u>	

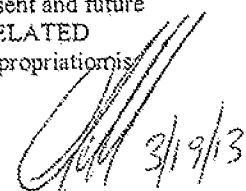
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 3/19/13

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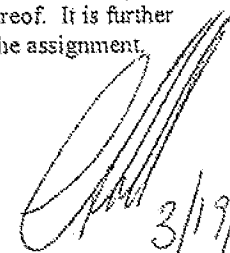
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