

## 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>THOMAS D. EGAN</td> <td>09/24/2013</td> </tr> </tbody> </table>		Name	Execution Date	THOMAS D. EGAN	09/24/2013						
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<table border="1"> <tr> <td>Name:</td> <td>GASTRX MEDICAL LLC</td> </tr> <tr> <td>Street Address:</td> <td>12 SOUTH STREET</td> </tr> <tr> <td>City:</td> <td>MARBLEHEAD</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>01945</td> </tr> </table>		Name:	GASTRX MEDICAL LLC	Street Address:	12 SOUTH STREET	City:	MARBLEHEAD	State/Country:	MASSACHUSETTS	Postal Code:	01945
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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>10511385</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10511385						
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Application Number:	10511385										
CORRESPONDENCE DATA											
<p>Fax Number: (720)931-3001  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 720-931-3000        Email: patent@lathropgage.com        Correspondent Name: LATHROP &amp; GAGE LLP        Address Line 1: 4845 PEARL EAST CIRCLE        Address Line 2: SUITE 201        Address Line 4: BOULDER, COLORADO 80301</p>											
ATTORNEY DOCKET NUMBER:	548671 EGAL110US										
NAME OF SUBMITTER:	DOUGLAS LINK										
Signature:	/Douglas Link/										
Date:	10/02/2013										
Total Attachments: 7											

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PATENT  
 REEL: 031331 FRAME: 0957

CH \$40.00 10511385

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**CONFIRMATION OF ASSIGNMENT AND ASSIGNMENT**

WHEREAS, Thomas D. Egan, residing in Marblehead Massachusetts, has invented a certain improvement in **Gastric Bypass Prosthesis** described in US Patent Application Serial No. 10/511,385, filed on May 9, 2003, in the United States Patent and Trademark Office, now US Patent No. 7,316,716 (hereinafter, the "Invention");

WHEREAS, Gastrx Medical LLC (hereinafter, "ASSIGNEE"), a Massachusetts limited liability company, having a place of business at 12 South Street, Marblehead MA 01945, desires to confirm its acquisition of, and to acquire, the full and entire interests therein of the aforesaid Thomas D. Egan (hereinafter, "ASSIGNOR EGAN");

WHEREAS, pursuant to a written assignment executed by ASSIGNOR EGAN on March 7, 2007, (the "March 7 EGAN Assignment"), copy attached hereto as Exhibit A, and recorded at the US Patent and Trademark Office at Reel/Frame 018986/0078 on March 9, 2007, ASSIGNOR EGAN sold, assigned and transferred unto an entity identified as "Gastrix Medical LLC, 12 South Street, Marblehead MA 01945 USA", its successors and assigns, ASSIGNOR EGAN's full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries, in and to said Invention;

WHEREAS, ASSIGNOR EGAN, upon execution of the March 7 EGAN Assignment of Exhibit A, intended, and then believed, and now believes, that he effected the sale, assignment and transfer of his entire right, title and interest in and to said Invention to ASSIGNEE, Gastrx Medical LLC;

WHEREAS, on or about March 2007, Gastrx Medical LLC conducted its business as "Gastrx Medical LLC, 12 South Street, Marblehead MA 01945 USA";

WHEREAS, there is no known entity which on or about March 2007, existed or did business as "Gastrix Medical LLC at 12 South Street, Marblehead MA 01945 USA", other than Gastrx Medical LLC;

NOW, THEREFORE, to all whom it may concern, be it known that ASSIGNOR EGAN hereby confirms that the sale, assignment and transfer made pursuant to the terms of the March 7 EGAN Assignment was to ASSIGNEE, Gastrx Medical LLC;

AND to the extent such sale, assignment and transfer is or was not effected by the March 2007 Assignment, to all whom it may concern, be it known that, for \$1.00 (One Dollar) and other good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR EGAN, ASSIGNOR EGAN has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer, unto said ASSIGNEE, Gastrx Medical LLC, its successors, assigns and legal representatives, ASSIGNOR EGAN's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said Invention as described in the aforesaid patent application, together with its entire right, title and interest in and to said application and such Letters Patent as may issue on said Invention; said Invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by ASSIGNOR EGAN had this assignment and sale not been made. ASSIGNOR EGAN hereby conveys all of his rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. ASSIGNOR EGAN hereby acknowledges that this assignment, being of his entire right, title and interest in and to said Invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and

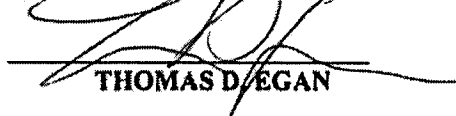
the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the ASSIGNOR EGAN's entire right, title and interest therein; ASSIGNOR EGAN hereby expressly authorizes the filing of an International Patent Application under the Patent Cooperation Treaty which corresponds to and claims the priority of the above-identified application;

AND, ASSIGNOR EGAN hereby further agrees for himself and his executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of any future applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, ASSIGNOR EGAN does hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said Invention to ASSIGNEE, its successors, assigns, and legal representatives.

Executed this 24<sup>th</sup> day of September 2013:

ASSIGNOR EGAN AND INVENTOR

  
THOMAS D. EGAN

**Exhibit A**

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Thomas D. Egan	03/07/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GASTRIX MEDICAL, LLC
<b>Street Address:</b>	12 South Street
<b>City:</b>	Marblehead
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01945
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10511385
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)342-4001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	bostonipdocketing@foley.com, wmorris@foley.com
<b>Correspondent Name:</b>	Mark G. Lappin
<b>Address Line 1:</b>	111 Huntington Avenue
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199
<b>ATTORNEY DOCKET NUMBER:</b>	(EGAL-0110) 082099-0102
<b>NAME OF SUBMITTER:</b>	Bill Morris
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

OP \$40.00 10511385

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**PATENT**  
**REEL: 018986 FRAME: 0078**

**PATENT**  
**REEL: 031331 FRAME: 0962**

**ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Gastrix Medical, LLC  
12 South Street  
Marblehead MA 01945  
USA

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

**GASTRIC BYPASS PROSTHESIS**

as set forth in this United States Patent Application

*check one*     executed concurrently herewith.  
                   executed on \_\_\_\_\_  
                   Serial No. 10/511385 Filed 5/9/2003

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to **ASSIGNEE**, its successors and assigns, or their representative or agents, all facts and information known or available to **ASSIGNOR** respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by **ASSIGNEE**; (b) to testify in person or by affidavit as required by **ASSIGNEE**, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by **ASSIGNEE**, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to **ASSIGNEE**, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that **ASSIGNOR** has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that **ASSIGNOR** has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent **ASSIGNOR** OR **ASSIGNOR**'s legal interests, but instead represent the interests of **ASSIGNEE**; since said attorneys and agents cannot provide legal advice to **ASSIGNOR** with respect to this Assignment, **ASSIGNOR** acknowledges its right to seek its own independent legal counsel.

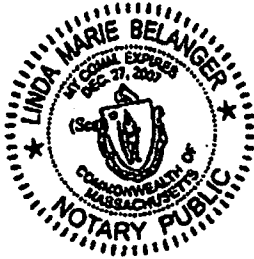


Executed this 7th day of March, 2007.

  
THOMAS D. EGAN

State of Massachusetts  
County of Essex

On this 7 day of March, 2007, before me, a notary public in and for said county, appeared THOMAS D. EGAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



  
Notary Public

My Commission Expires: 12-27-07