

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM AND ITS COMPONENT INSTITUTION UNIVERSITY OF TEXAS MEDICAL BRANCH	04/20/2011
RECEIVING PARTY DATA	
Name:	APOLLO ENDOSURGERY, INC.
Street Address:	1120 S. CAPITAL OF TX HWY
Internal Address:	BUILDING 1, SUITE 300
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78746
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	6921361
Patent Number:	6986737
Patent Number:	6988985
Patent Number:	7156857
Patent Number:	7318802
Patent Number:	7527590
Patent Number:	7704261
Application Number:	10303265
Application Number:	10430071
Application Number:	11133002
Application Number:	11427836
Application Number:	11657328
Application Number:	11932445

Application Number:	12435144
Application Number:	13690089

CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	UTX-APO
NAME OF SUBMITTER:	DAVID S. JACOBSON
Signature:	/David S. Jacobson/
Date:	12/04/2013

Total Attachments: 4 source=UTX Signed to APO#page1.tif source=UTX Signed to APO#page2.tif source=UTX Signed to APO#page3.tif source=UTX Signed to APO#page4.tif

PATENT ASSIGNMENT

In accordance with that certain Intellectual Property Assignment Agreement, dated November 4, 2009 (the "Effective Date"), **Board of Regents of the University of Texas System** ("Board") and its component institution **University of Texas Medical Branch**, also referred to as **University of Texas Medical Branch at Galveston** ("UTMB"), both the Board and UTMB collectively referred to as the "Assignor", and **Apollo Endosurgery, Inc.**, a Delaware corporation ("Assignee"), and for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, Assignor's right, title, and interest in and to:

- (a) the patents, patent applications, provisional patent applications and invention disclosures (collectively the "Patents") specifically listed in Schedule A to this Patent Assignment; and
- (b) the following properties and rights with respect to all Patents listed in Schedule A:
 - (i) the inventions claimed or described in the Patents;
 - (ii) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents, patent applications or provisional patent applications listed in Schedule A;
 - (iii) all divisions, continuations, continuations-in-part, renewals, reissues, reexaminations, and extensions of the foregoing patents and patent applications;
 - (iv) all income, royalties, damages, and payments due or payable to the Assignor with respect to the Patents, including without limitation unpaid damages and payments for past, present, and future infringements of any patent; and
 - (v) all rights to sue and recover damages and payments for past, present, and future infringements of any of the patents, including the right to fully and entirely replace the Assignor in all related matters.

The foregoing rights in and under the Patents shall apply to the full end of their terms as fully as the Assignor would have held the same in the absence of this Assignment. As of the date set forth below, the Assignee has succeeded to all right, title, and standing of the Assignor to (a) receive all rights and benefits pertaining to the Patents, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation

to the Patents and rights described above.

Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office and the corresponding officials of any and all other countries worldwide to issue any and all patent applications, when granted, to Assignee, as Assignee of Assignor's entire right, title and interest in and to the same, for the sole use and benefit of the Assignee, its successors and assigns.

Assignor also agrees that it will reasonably cooperate with Assignee to fully carry out the terms of this Assignment and that it will promptly sign and/or deliver to Assignee all assignments, affidavits and other documents or instruments which may be reasonably necessary to record this Assignment and any prior assignments or other transfers of ownership of the Patents in any country of the world and otherwise perfect Assignee's ownership of the Patents.

Assignor also agrees to assist Assignee in the prosecution of the patent applications identified herein, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United States Patent and Trademark Office affecting the inventions disclosed or claimed therein.

Executed to be effective as of the Effective Date.

By: 

Name: Barry D. Burgdorf

Title: Vice Chancellor and General Counsel

Board of Regents of the University of Texas

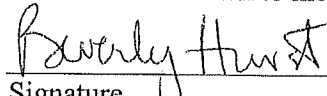
System and with binding authority for

University of Texas Medical Branch,
collectively the Assignor

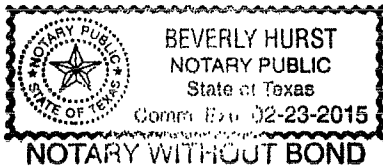
STATE OF TEXAS

COUNTY OF TRAVIS

This Patent Assignment was acknowledged before me on APRIL 20, 2011 by Barry D. Burgdorf, to me known and known to me, on behalf of said Assignee.


Signature

BEVERLY HURST
Printed Name



Notary Public in and for the State of Texas

My Commission expires: 02-23-2015

Schedule A
to Patent Assignment
between University of Texas Medical Branch ("Assignor") and
Apollo Endosurgery, Inc. ("Assignee")

PATENTS

<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>
6,921,361	07/26/05	Endoscopic Instrument for Forming an Artificial Valve
6,986,737	01/17/06	Endoscopic Instrument for Forming an Artificial Valve
6,988,985	01/24/06	Tissue Piercing Device for an Endoscope
7,156,857	01/02/07	Endoscopic Instruments
7,318,802	01/15/08	Endoscope and Endoscopic Suturing Instrument for Treatment of Gastroesophageal Reflux Disease
7,527,590	05/05/09	Anastomosis System
7,704,261	04/27/10	Ligature and Suture Device for Medical Application, Ligature and Suture System for Medical Application, and Ligaturing and Suturing Method for Medical Application

PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filed Date</u>	<u>Title</u>
10/303,265	11/25/02	System Comprising Endoscope and Endoscopic Instruments
10/430,071	05/06/03	Apparatus for Ligating/Suturing Living Tissues and System for Resecting/Suturing Living Tissues
11/133,002	05/19/05	Medical Treatment Device
11/427,836	06/30/06	Endoscopic Instruments
11/657,328	01/24/07	Apparatus for Ligating/Suturing Living Tissues and System for Resecting/Suturing Living Tissues
11/932,445	10/31/07	Endoscope and Endoscopic Suturing Instrument for Treatment of Gastroesophageal Reflux Disease
12/435,144	05/04/09	Anastomosis System

PROVISIONAL PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filed Date</u>	<u>Title</u>
60/220,204	07/24/00	Endoscopic Instrument for Forming an Artificial Valve

60/281,016	04/04/01	Endoscopic Instruments
60/333,380	11/26/01	System Comprising Endoscope and Endoscopic Instruments
60/365,687	03/19/02	Anastomosis System
60/378,548	05/08/02	Device and Methods for Tissue Resection Suturing
60/560,187	04/07/04	Ligature and Suture Device for Medical Application, Ligature and Suture System for Medical Application, and Ligaturing and Suturing Method for Medical Application
60/572,987	05/20/04	Medical Treatment Device