

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2968948

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PETER SHANK	10/20/2010
	DAVID A. MELANSON	10/20/2010
	BARRY MAXWELL	10/20/2010
	SEAN K. HOLMES	10/20/2010
	JAMES LOPER	10/20/2010
	IAN K. PARKER	10/20/2010
	ANDY H. LEVINE	10/20/2010
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GI DYNAMICS, INC.	
<b>Street Address:</b>	25 HARTWELL AVENUE	
<b>City:</b>	LEXINGTON	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02421	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13394975
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(978)341-0136	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	978-341-0036	
<b>Email:</b>	agrady@hbsr.com	
<b>Correspondent Name:</b>	JAMES M. SMITH	
<b>Address Line 1:</b>	530 VIRGINIA ROAD, P.O. BOX 9133	
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<b>ATTORNEY DOCKET NUMBER:</b>	3588.1033-002	
<b>NAME OF SUBMITTER:</b>	ASHLYN GRADY	
<b>SIGNATURE:</b>	/Ashlyn Grady/	
<b>DATE SIGNED:</b>	08/05/2014	

PATENT

**Total Attachments: 5**

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JointASSIGNMENT

WHEREAS, we, **Peter Shank, David A. Melanson, Barry Maxwell, Sean K. Holmes, James Loper, Ian K. Parker and Andy H. Levine**, have invented a certain improvement in **Anchors With Open Heads** described in an application for Patent,

- ☐ the specification of which is about to be filed in the United States Patent Office (*use for utility (37 CFR § 1.53(b)) and design filings only*);
- ☐ is about to be filed in the United States Patent Office as a Provisional Application;
- ☐ the specification of which is United States Application No. [    ], filed [    ];
- ☒ the specification of which is a Patent Cooperation Treaty Application, International Application No. PCT/US2010/048444, filed 10 September 2010, which designates the United States of America;
- ☐ which was patented under United States Patent No. [    ].

WHEREAS, **GI Dynamics, Inc.** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at **1 Maguire Road, Lexington, Massachusetts 02421** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the 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 said application, together with the 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 us had this assignment and sale not been made; we hereby convey all 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. We hereby acknowledge that this assignment, being of the 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 entire right, title and interest therein; we hereby expressly authorize 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, we hereby further agree for ourselves and our 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, we do 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 said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: \_\_\_\_\_

Peter Shank

State/Commonwealth

of MASSACHUSETTS

County of MIDDLESEX

On this 20<sup>th</sup> day of October 2010, before me, the undersigned notary public, personally appeared Peter Shank,

☒ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public Joan De Resnicow

JOAN DE RESNICOW (print name)

My Commission expires 7/9/15

Inventor's Signature: \_\_\_\_\_

David A. Melanson

State/Commonwealth

of MASSACHUSETTSCounty of MIDDLESEX

On this 20<sup>th</sup> day of October 2010, before me, the undersigned notary public, personally appeared David A. Melanson,



personally known to me, or



proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public \_\_\_\_\_

JOAN DEE RESNICKOW (print name)My Commission expires 7/9/15

Inventor's Signature: \_\_\_\_\_

Barry Maxwell

State/Commonwealth

of MassachusettsCounty of Middlesex

On this 20<sup>th</sup> day of October 2010, before me, the undersigned notary public, personally appeared Barry Maxwell,



personally known to me, or



proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public \_\_\_\_\_

JOAN DEE RESNICKOW (print name)My Commission expires 7/9/15

Inventor's Signature: \_\_\_\_\_

Sean K. Holmes

State/Commonwealth

of MassachusettsCounty of Middlesex

On this 20<sup>th</sup> day of October 2010, before me, the undersigned notary public, personally appeared Sean K. Holmes,

☒ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public \_\_\_\_\_

Joan Dee Resnick (print name)
My Commission expires 7/9/15

Inventor's Signature: \_\_\_\_\_

James Loper

State/Commonwealth

of MassachusettsCounty of Middlesex

On this 20<sup>th</sup> day of October 2010, before me, the undersigned notary public, personally appeared James Loper,

☒ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public \_\_\_\_\_

Joan Dee Resnick (print name)
My Commission expires 7/9/15

Inventor's Signature: Ian K. Parker

Ian K. Parker

State/Commonwealth  
of Massachusetts  
County of MiddlesexOn this 20<sup>th</sup> day of October 2010, before me, the undersigned notary public, personally appeared Ian K. Parker,☒ personally known to me, or☐ proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public [Signature]Joan Dee Resnicow (print name)My Commission expires 7.9.15Inventor's Signature: [Signature]

Andy H. Levine

State/Commonwealth  
of Massachusetts  
County of MiddlesexOn this 20<sup>th</sup> day of October 2010, before me, the undersigned notary public, personally appeared Andy H. Levine☒ personally known to me, or☐ proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public [Signature]Joan Dee Resnicow (print name)My Commission expires 7.9.15