

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3695008

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GIVEN IMAGING (LOS ANGELES) LLC	06/28/2014
RECEIVING PARTY DATA	
Name:	GI HOLDING LLC
Street Address:	5860 UPLANDER WAY
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90230
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8306604
CORRESPONDENCE DATA	
Fax Number:	(646)878-0801
<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>	
Phone:	646-878-0800
Email:	USPTO@pearlcohen.com
Correspondent Name:	PEARL COHEN ZEDEK LATZER BARATZ LLP
Address Line 1:	1500 BROADWAY
Address Line 2:	12TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	P-79699-US
NAME OF SUBMITTER:	KYLE AUTERI
SIGNATURE:	/KJA/
DATE SIGNED:	01/14/2016
Total Attachments: 2	
source=(vi) GILA LLC to GI Holding LLC - Assignment and Assumption Agr#page1.tif	
source=(vi) GILA LLC to GI Holding LLC - Assignment and Assumption Agr#page2.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of June 28, 2014, is made between Given Imaging (Los Angeles) LLC, a Delaware limited liability company ("Assignor"), and GI Holding LLC, a Delaware limited liability company and the sole member of Assignor ("Assignee").

WHEREAS, Assignee is the sole member, and owner of all of the outstanding limited liability company interests, of Assignor; and

WHEREAS, by Action By Written Consent of Assignee, dated as of June 28, 2014, as the sole member of Assignor (the "Sole Member Consent"), Assignee authorized and approved (i) the distribution of Assignor's assets in accordance with Sections 18-504 of the Act, Section 5.2 of the Limited Liability Company Agreement of Assignor, dated as of June 28, 2014, and the resolutions set forth in the Sole Member Consent and (ii) in connection with and to effectuate such distribution of the Assignor's assets, the terms and conditions of this Agreement whereby Assignor is assigning to Assignee all of the assets of Assignor other than the shares of capital stock of Given Imaging Vietnam Co., Ltd., a Vietnam corporation, held by Assignor (the "Given Vietnam Shares") and Assignee is assuming all of the liabilities of Assignor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to all of the assets, properties and rights of Assignor other than the Given Vietnam Shares (the "Distributed Assets").
2. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's right, title and interest in and to the Distributed Assets, and agrees to assume, pay, perform and discharge and indemnify and hold Assignor harmless against all debts, liabilities, contracts and obligations of every kind, character or description of Assignor, whether known or unknown, accrued, absolute, contingent or otherwise, related to or arising out of the Distributed Assets (the "Assumed Liabilities").
3. Effective Time. The assignment by Assignor to Assignee of the Distributed Assets and the acceptance and assumption of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the date hereof.
4. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.
5. Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of the day and year first set forth above.

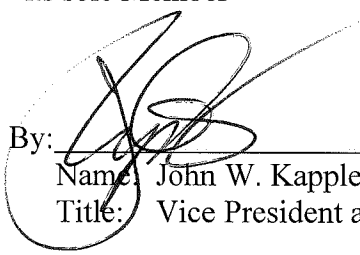
ASSIGNOR:

GIVEN IMAGING (LOS ANGELES) LLC

By: GI HOLDING LLC,
its sole Member

By: GIVEN IMAGING, LLC,
its sole Member

By: BATTS, INC.,
its sole Member


By: 
Name: John W. Kapples
Title: Vice President and Secretary

ASSIGNEE:

GI HOLDING LLC

By: GIVEN IMAGING, LLC,
its sole Member

By: BATTS, INC.,
its sole Member

By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

[Signature Page to Assignment and Assumption Agreement]