

## PATENT ASSIGNMENT COVER SHEET

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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>
SOCIETY OF AMERICAN GASTROINTESTINAL AND ENDOSCOPIC SURGEONS, INC.	11/08/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VTI MEDICAL, INC.
<b>Street Address:</b>	30 CLEMATIS AVENUE
<b>Internal Address:</b>	3RD FLOOR
<b>City:</b>	WALTHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02453
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15933541
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
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<b>NAME OF SUBMITTER:</b>	DAVID R. SOUCY, REG.NO. 65,512
<b>SIGNATURE:</b>	/David R. Soucy/
<b>DATE SIGNED:</b>	05/03/2018
<b>Total Attachments: 3</b>	
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## PATENT APPLICATION ASSIGNMENT

**THIS AGREEMENT** is made this 8<sup>th</sup> day of November, 2016, by and between the Society of American Gastrointestinal and Endoscopic Surgeons, Inc. (the "Assignor"), having its primary place of business at 11300 West Olympic Boulevard, Suite 600, Los Angeles, CA 90064, and VTI Medical, Inc. (the "Assignee") having its primary place of business at 30 Clematis Avenue 3<sup>rd</sup> Floor, Waltham, MA 02453 (collectively the "Parties").

**WHEREAS**, Assignor being the sole recorded owner of U.S. Patent Application 13/217,238, filed August 24, 2011, entitled **APPARATUS AND METHOD FOR LAPAROSCOPIC SKILLS TRAINING** (the "Patent Application"), Assignee desires acquiring the entire right, title and interest in and to said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee its successors and assigns, the entire right, title and interest in and to said application and the invention therein contained, including the right to apply for any Letters Patent in the United States of America and in any and all foreign countries on said invention, and any and all other applications for Letters Patent on said invention, in whatsoever countries, including all provisional, divisional, renewal, substitution, continuation, continuation-in-part, reissue, re-examination and Convention applications based upon said invention or upon said application, to the full end of the term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention, said application and said Letters Patent, the same to be held and enjoyed by Assignee, its successors and assigns, the same as it would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States patents for the aforesaid inventions and improvements thereof to Assignee as the assignee of the entire right, title and interest in and to the same, for the use of Assignee, its successors and assigns.

Assignor further promises and hereby represents and warrants that there are no rights or interests inconsistent with the rights and interests granted herein and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interest granted herein, and that Assignor has sold, assigned and transferred and does hereby sell, assign and transfer unto Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may reasonably be deemed necessary by Assignee to enable Assignee, its successors or assigns, to file applications for the invention in any country where it may elect to file such applications, and that may be necessary to vest in Assignee, its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

Assignor further agrees to: (a) cooperate with Assignee in the prosecution of the Application and foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent for the invention in any and all countries.

The Parties agree and Assignor further covenants, that Assignor, its executors and administrators, will at any time, upon request, communicate to Assignee, its successors and assigns, any facts relating to the invention and the improvements contained therein and the history thereof, known to Assignor or its executors and administrators, and that it will testify as to the same in any interference or other litigation when requested so to do by the Assignee or its successors and assigns.

IN TESTIMONY WHEREOF, Assignor has caused this document to be signed by its officer, thereunto duly authorized, on 11/8/16 (date).

By: Sallie Matthews  
Society of American Gastrointestinal and Endoscopic Surgeons, Inc.

Sallie Matthews  
Officer's Printed Name

Executive Director  
Title

**[Notary public]**

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ ASSIGNOR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal in \_\_\_\_\_ County of \_\_\_\_\_ on the date set forth in this certificate.

\_\_\_\_\_  
Signature of Notary Public

(Seal) Kanoe Sakurai  
Printed Name of Notary

*Attached Certificate*

My commission expires on March 31, 20 17.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Los Angeles )

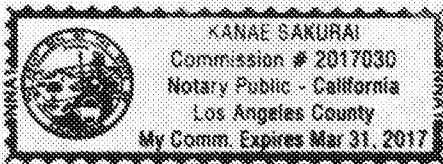
On November 08, 2016 before me, KANAE SAKURAI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Sallie L. Matthews
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Patent Application Asinew Document Date: Nov. 8, 2016
Number of Pages: 2 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sallie L. Matthews Signer's Name:
[Corporate Officer, Partner, Individual, Trustee, Other]
Signer is Representing:

PATENT