

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI322426

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ENDOGASTRIC SOLUTIONS, INC.	04/09/2009
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	CHICAGO GROWTH PARTNERS, LP
<b>Street Address:</b>	303 West Madison Street, Suite 2500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Company Name:</b>	Foundation Medical Partners II, L.P.
<b>Street Address:</b>	105 Rowayton Avenue
<b>City:</b>	Rowayton
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06853
<b>Company Name:</b>	Advanced Technology Ventures VII, L.P.
<b>Street Address:</b>	Bay Colony Corporate Center
<b>Internal Address:</b>	1000 Winter St., Ste. 3700
<b>City:</b>	Waltham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451-8790
<b>Company Name:</b>	Advanced Technology Ventures VII (B), L.P.
<b>Street Address:</b>	Bay Colony Corporate Center
<b>Internal Address:</b>	1000 Winter St., Ste. 3700
<b>City:</b>	Waltham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451-8790
<b>Company Name:</b>	Advanced Technology Ventures VII (C), L.P.
<b>Street Address:</b>	Bay Colony Corporate Center
<b>Internal Address:</b>	1000 Winter St., Ste. 3700
<b>City:</b>	Waltham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451-8790

PATENT

<b>Company Name:</b>	ATV Entrepreneurs VII, L.P.
<b>Street Address:</b>	Bay Colony Corporate Center
<b>Internal Address:</b>	1000 Winter St., Ste. 3700
<b>City:</b>	Waltham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451-8790
<b>Company Name:</b>	MPM Bioventures III, L.P.
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	MPM Bioventures III-QP, L.P.
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	MPM BIOVENTURES III GMBH & CO. BETEILIGUNGS KG
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	MPM Bioventures III Parallel Fund, L.P.
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	MPM ASSET MANAGEMENT INVESTORS 2003 BVIII LLC
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	MPM Bioventures II, L.P.
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	MPM Bioventures II-QP, L.P.
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston

<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	MPM BIOVENTURES GMBH & CO. PARALLEL-BETEILIGUNGS KG
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	MPM ASSET MANAGEMENT INVESTORS 2000 B LLC
<b>Street Address:</b>	200 Clarendon Street, 54th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Company Name:</b>	DE NOVO VENTURES III, LP
<b>Street Address:</b>	400 Hamilton Avenue, Suite 300
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>Company Name:</b>	OAKWOOD MEDICAL INVESTORS IV (QP), L.L.C.
<b>Street Address:</b>	10411 Clayton Rd., Suite 302
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63131
<b>Company Name:</b>	OAKWOOD MEDICAL INVESTORS IV, L.L.C.
<b>Street Address:</b>	10411 Clayton Rd., Suite 302
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63131

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Patent Number:</b>	8337523

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 3108245555

**Email:** docketla@fulpat.com,rkaiwi@fulpat.com

**Correspondent Name:** Mr. John S Nagy

**Address Line 1:** 111 W. Ocean Blvd., Ste. 1510

<b>Address Line 4:</b> Long Beach, CALIFORNIA 90802	
<b>ATTORNEY DOCKET NUMBER:</b>	ESOL-90902
<b>NAME OF SUBMITTER:</b>	ROSA KAIWI
<b>SIGNATURE:</b>	ROSA KAIWI
<b>DATE SIGNED:</b>	06/25/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 22</b> source=8337523_Security Agreement04092009#page1.tif source=8337523_Security Agreement04092009#page2.tif source=8337523_Security Agreement04092009#page3.tif source=8337523_Security Agreement04092009#page4.tif source=8337523_Security Agreement04092009#page5.tif source=8337523_Security Agreement04092009#page6.tif source=8337523_Security Agreement04092009#page7.tif source=8337523_Security Agreement04092009#page8.tif source=8337523_Security Agreement04092009#page9.tif source=8337523_Security Agreement04092009#page10.tif source=8337523_Security Agreement04092009#page11.tif source=8337523_Security Agreement04092009#page12.tif source=8337523_Security Agreement04092009#page13.tif source=8337523_Security Agreement04092009#page14.tif source=8337523_Security Agreement04092009#page15.tif source=8337523_Security Agreement04092009#page16.tif source=8337523_Security Agreement04092009#page17.tif source=8337523_Security Agreement04092009#page18.tif source=8337523_Security Agreement04092009#page19.tif source=8337523_Security Agreement04092009#page20.tif source=8337523_Security Agreement04092009#page21.tif source=8337523_Security Agreement04092009#page22.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**This INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 9, 2009, is made by ENDOGASTRIC SOLUTIONS, INC., a Delaware corporation (“**Grantor**”), in favor of the secured parties listed on the signature pages hereto (each, a “**Secured Party**” and, collectively, the “**Secured Parties**”).

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Note and Warrant Purchase Agreement, dated as of even date herewith (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), among Grantor and the Secured Parties, and the secured convertible promissory notes issued pursuant thereto, the Secured Parties have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, pursuant to the Purchase Agreement, and in consideration of the consents and amendments provided to Grantor thereunder, Grantor is required to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and to induce the Secured Parties to enter into the Purchase Agreement and to induce the Secured Parties to make their respective extensions of credit to Grantor under the Purchase Agreement and the secured convertible promissory notes issued pursuant thereto, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the pursuant to that certain Security Agreement, dated as of even date herewith (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations hereby mortgages, pledges and hypothecates to the Secured Parties, and grants to the Secured Parties a Lien on and first priority security interest in, all of its right, title and interest in, to and under the all of the Company’s Intellectual Property now owned or hereafter acquired, including without limitation the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use copy rights, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by (b) above;

(e) all of its US Patents and rights under any written agreement granting any right to use US patents, copyrights, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications patents, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all of its trademarks and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reissues, continuations and extensions of the foregoing;

(j) all goodwill of the business connected with the use of, and symbolized by, each such trademark;

(k) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor;

(l) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(m) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets; and

(n) products, proceeds and supporting obligations of or with respect to any of the foregoing Collateral.

Section 3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until this Agreement is terminated in accordance with Section 14.

Section 4. Further Acts; Authorization. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Majority-of-Investors to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Secured Parties to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office and/or any applicable state office. Grantor hereby authorizes each of the Secured Parties to file at any time and from time to time any financing statements describing the Collateral, all amendments to financing statements, assignments, continuation financing statements, termination statements and other documents and instruments, in form and substance satisfactory to the Majority-of-Investors, as the Majority-of-Investors may reasonably require, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of the Secured Parties in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, Grantor ratifies and authorizes the filing by the Secured Parties of any financing statements filed prior to the date hereof. The Secured Parties may record this Agreement, an abstract thereof, or any other document describing the Secured Parties' interest in the Collateral with the United States Patent and Trademark Office, at the expense of Grantor.

Section 5. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limiting, the security interest granted to the Secured Parties pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Parties with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 7 Future Patents and Trademarks. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Secured Parties with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Grantor shall take actions to effect and to perfect a security interest in such new trademarks, new patentable inventions or benefit of any patent application or patent for any reissue, division, or continuation of any patent under this Section 7 as shall be reasonably requested by the Majority-of-Investors.

Section 8 Events of Default. Event of Default has the meaning set forth in the Security Agreement.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 10. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 11. Remedies. In taking action as collateral agent on behalf of the Secured Parties and exercising such powers and performing such duties under this Agreement as are granted to the Secured Parties hereunder, except to the extent otherwise provided under the Documents, the Secured Parties shall act in each case in accordance with the instructions of the Majority-of-Investors; provided, however, that, without the consent of all Secured Parties, a Secured Party shall not, and may not be directed to, release any of the Collateral or terminate this Agreement, except in connection with a sale or other disposition of Collateral as contemplated or permitted hereunder or under the Documents.

Section 12. Certain Waivers. Grantor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; (ii) any right to require Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Secured Obligations, (C) to pursue any remedy in Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

Section 13. No Waiver; Cumulative Remedies. No failure on the part of the Secured Parties to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any



other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Secured Parties.

Section 14. Termination of this Agreement. This Agreement shall terminate upon the payment and performance in full of the Secured Obligations.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**ENDOGASTRIC SOLUTIONS, INC.**  
**a Delaware Corporation**

By: Tom C. Hoste  
Name: Tom Hoste  
Title: Chief Financial Officer

Address:

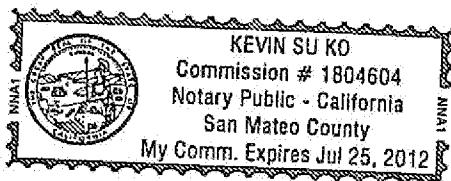
EndoGastric Solutions, Inc.  
8210 - 154<sup>th</sup> Ave. NE  
Redmond, WA 98052  
425-307-9201 fax

**Acknowledgment of Grantor**

STATE OF California )  
 ) ss  
COUNTY OF San Mateo )

On this 9<sup>th</sup> day of April, 2009 before me personally appeared Tom Hoste, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Endo Gastric Solutions, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

AS  
Notary Public



In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURED PARTIES:**

CHICAGO GROWTH PARTNERS, LP

By: Chicago Growth Management, LP  
Its: General Partner

By: Chicago Growth Management, LLC  
Its: General Partner

By: A. M. Minocherhomjee  
Name: Dr. Arda M. Minocherhomjee  
Title: Managing Director

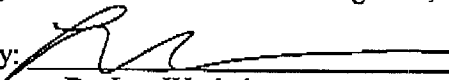
ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURED PARTIES:**

**FOUNDATION MEDICAL PARTNERS II, L.P.**

By: Foundation Medical Managers II, LLC

By: 

Name: Dr. Lee Wrubel

Title: Manager

ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

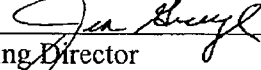
**PATENT**  
**REEL: 067839 FRAME: 0449**

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURED PARTIES:**

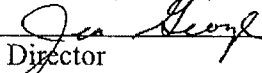
Advanced Technology Ventures VII, L.P.

By: ATV Associates VII, L.L.C., its General Partner

By:   
Managing Director

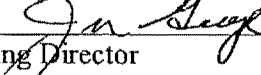
Advanced Technology Ventures VII (B), L.P.

By: ATV Associates VII, L.L.C., its General Partner

By:   
Managing Director

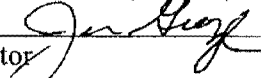
Advanced Technology Ventures VII (C), L.P.

By: ATV Associates VII, L.L.C., its General Partner

By:   
Managing Director

ATV Entrepreneurs VII, L.P.

By: ATV Associates VII, L.L.C., its General Partner

By:   
Managing Director

ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURED PARTIES:**

MPM BIOVENTURES III, L.P.

By: MPM BioVentures III GP, L.P., its General Partner

By: MPM BioVentures III LLC, its General Partner

By: 

Name:

Title: Series A Member

MPM BIOVENTURES III-QP, L.P.

By: MPM BioVentures III GP, L.P., its General Partner

By: MPM BioVentures III LLC, its General Partner

By: 

Name:

Title: Series A Member

MPM BIOVENTURES III GMBH & CO.  
BETEILIGUNGS KG

By: MPM BioVentures III GP, L.P., in its capacity as the  
Managing Limited Partner

By: MPM BioVentures III LLC, its General Partner

By: 

Name:

Title: Series A Member

MPM BIOVENTURES III PARALLEL FUND, L.P.

By: MPM BioVentures III GP, L.P., its General Partner

By: MPM BioVentures III LLC, its General Partner

By: 

Name:

Title: Series A Member


ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

**PATENT**  
**REEL: 067839 FRAME: 0451**

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURED PARTIES:**

**MPM ASSET MANAGEMENT INVESTORS 2003  
BVIII LLC**

By:   
Name:  
Title: Manager

**MPM BIOVENTURES II, L.P.**

By: MPM Asset Management II, L.P., its General Partner


By: MPM Asset Management II LLC, its General Partner

By:   
Name:  
Title: Investment Manager

**MPM BIOVENTURES II-QP, L.P.**

By: MPM Asset Management II, L.P., its General Partner


By: MPM Asset Management II LLC, its General Partner

By:   
Name:  
Title: Investment Manager

**MPM BIOVENTURES GMBH & CO. PARALLEL-  
BETEILIGUNGS KG**

By: MPM Asset Management II, L.P., in its capacity as the  
Special Limited Partner

By: MPM Asset Management II LLC, its General Partner

By:   
Name:  
Title: Investment Manager

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURED PARTIES:**

**MPM ASSET MANAGEMENT INVESTORS 2000 B**

**LLC**

By: 

Name:

Title: Investment Manager



In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURED PARTIES:**

DE NOVO VENTURES III, LP

By: De Novo Management III, LLC  
Its: General Partner

By:   
Name: \_\_\_\_\_  
Title:

Address:

400 Hamilton Avenue  
Suite 300  
Palo Alto, California 94301

Fax Number: (650) 329-1315

ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

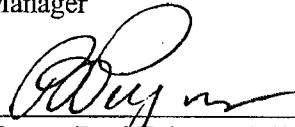
**PATENT**  
**REEL: 067839 FRAME: 0454**

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURED PARTIES:**

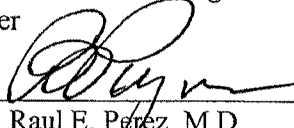
**OAKWOOD MEDICAL INVESTORS IV (QP), L.L.C.**

By: Oakwood Medical Management IV, L.L.C.,  
Its: Manager

By:   
Name: Raul E. Perez, M.D.  
Title: President

**OAKWOOD MEDICAL INVESTORS IV, L.L.C.**

By: Oakwood Medical Management IV, L.L.C.,  
Its: Manager

By:   
Name: Raul E. Perez, M.D.  
Title: President

ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

**Schedule 1  
to  
Intellectual Property Security Agreement**

None.

**Schedule 2  
to  
Intellectual Property Security Agreement**

None.

**Schedule 3**  
**to**  
**Intellectual Property Security Agreement**

The following issued U.S. patents:

<b>TITLE</b>	<b>FILED</b>	<b>SERIAL NO.</b>
TRANSORAL ENDOSCOPIC GASTROESOPHAGEAL FLAP VALVE RESTORATION DEVICE, ASSEMBLY, SYSTEM AND METHOD	05/17/02 Issued 09/14/04	10/150,740 Patent No. 6,790,214

**Schedule 4  
to  
Intellectual Property Security Agreement**

The following U.S. patent applications:

TRANSORAL ENDOSCOPIC GASTROESOPHAGEAL FLAP VALVE RESTORATION DEVICE, ASSEMBLY, SYSTEM AND METHOD (Broad claims)	06/10/04	10/864,946
Same	01/25/08	12/011,472
Same	01/30/08	12/011,987
Same	01/31/08	12/012,526
Same	01/31/08	12/012,497
Same	01/31/08	12/012,513
Same	03/25/08	12/079,414
Same	03/25/08	12/079,251
Same	03/25/08	12/079,250
Same	04/14/08	12/082,959
Same	04/14/08	12/082,958
Same (Shaper length, flap length, esophagus movement by invaginator, diagnosis Grade II, III, or IV and treatment)	08/18/04	10/921,787
Same (Fastener)	06/10/04	10/864,854
Same (Reach out and pull in)	11/30/04	11/001,687
TRANSESOPHAGEAL GASTRIC REDUCTION DEVICE, SYSTEM AND METHOD	10/14/03	10/686,427
Same	06/29/07	11/823,998
TISSUE FIXATION DEVICES AND A TRANSORAL ENDOSCOPIC GASTROESOPHAGEAL FLAP VALVE RESTORATION DEVICE AND ASSEMBLY USING SAME	02/20/04	10/783,717
TISSUE FIXATION DEVICES AND ASSEMBLIES FOR DEPLOYING THE SAME (Slotted fastener)	09/23/04	10/949,737
TISSUE FIXATION ASSEMBLY HAVING PREPOSITIONED FASTENERS AND METHOD (Configured fastener)	06/29/05	11/172,363

Same as 2234-003-15	06/08/07	11/811,392
FLEXIBLE TRANSORAL ENDOSCOPIC GASTROESOPHAGEAL FLAP VALVE RESTORATION DEVICE AND METHOD	11/30/04	11/001,666
Same	08/15/07	11/893,549
TRANSORAL ENDOSCOPIC GASTROESOPHAGEAL FLAP VALVE RESTORATION DEVICE HAVING A GUIDED TISSUE GRIPPER	02/18/05	11/061,318
SINGLE SIDED TRANSORAL ENDOSCOPIC GASTROESOPHAGEAL FLAP VALVE RESTORATION DEVICE	11/30/04	11/001,681
APPARATUS AND METHOD FOR CONCURRENTLY FORMING A GASTROESOPHAGEAL VALVE AND TIGHTENING THE LOWER ESOPHAGEAL SPHINCTER	12/01/05	11/291,500
Same	12/31/08	12/319,228
SLITTED TISSUE FIXATION DEVICES AND ASSEMBLIES FOR DEPLOYING THE SAME	01/25/05	11/043,903
TISSUE FIXATION ASSEMBLIES PROVIDING SINGLE STROKE DEPLOYMENT	05/03/05	11/121,761
TISSUE FIXATION ASSEMBLIES HAVING A PLURALITY OF FASTENERS READY FOR SERIAL DEPLOYMENT	05/03/05	11/121,697
APPARATUS AND METHOD FOR MANIPULATING STOMACH TISSUE AND TREATING GASTROESOPHAGEAL REFLUX DISEASE (for the overall method)	06/29/05	11/172,427
APPARATUS AND METHOD FOR SECURING THE STOMACH TO THE DIAPHRAGM FOR USE, FOR EXAMPLE, IN TREATING HIATAL HERNIAS AND GASTROESOPHAGEAL REFLUX DISEASE	08/12/05	11/203,680
INVAGINATOR FOR GASTROESOPHAGEAL FLAP VALVE RESTORATION DEVICE	10/18/05	11/254,062
BOLT ACTION FASTENER DELIVERY ASSEMBLY	06/29/05	11/172,428

APPARATUS FOR MANIPULATING AND FASTENING STOMACH TISSUE TO TREAT GASTROESOPHAGEAL REFLUX DISEASE	09/26/05	11/235,668
APPARATUS FOR MANIPULATING AND FASTENING STOMACH TISSUE TO TREAT GASTROESOPHAGEAL REFLUX DISEASE	01/27/06	11/342,292
FASTENER WITH MATERIAL TO PROMOTE TISSUE REACTION AND HEALING, AND FASTENER WITH PLEDGET	06/15/06	11/454,621
APPARATUS INCLUDING MULTIPLE INVAGINATORS FOR RESTORING A GASTROESOPHAGEAL FLAP VALVE AND METHOD	11/15/05	11/274,045
Same	12/19/08	12/317,374
TRANSESOPHAGEAL GASTRIC REDUCTION METHOD AND DEVICE FOR PRACTICING SAME	01/16/07	11/654,397
TRANSESOPHAGEAL GASTRIC REDUCTION METHOD AND DEVICE FOR PRACTICING SAME	02/10/06	11/352,431
TRANSESOPHAGEAL GASTRIC REDUCTION METHOD AND DEVICE FOR REDUCING THE SIZE OF A PREVIOUSLY FORMED GASTRIC REDUCTION POUCH	06/28/06	11/478,333
ASSEMBLIES FOR DEPLOYING FASTENERS IN TISSUE AND SNARES FOR USE IN SUCH ASSEMBLIES	10/04/2006	11/543,720
Same	01/08/08	12/008,251
METHODS AND DEVICES FOR TAKING MULTIPLE BIOPSY SAMPLES FROM THE ESOPHAGUS	10/10/08	12/278,701



**Schedule 5  
to  
Intellectual Property Security Agreement**

None.

**Schedule 6  
to  
Intellectual Property Security Agreement**

None.