

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Smart Pill Corporation		10/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Given Imaging, Inc.		
Street Address:	3950 Shackelford Road		
Internal Address:	Suite 500		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30096		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3886499	SMARTBAR	
Registration Number:	3335711	MOTILIGI	
Registration Number:	3291659	THE MEASURE OF GI HEALTH	
Registration Number:	3438625	SMARTPILL	
CORRESPONDENCE DATA			
Fax Number:	4046856929		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-815-3770		
Email:	mbedsole@sgrlaw.com		
Correspondent Name:	Christopher A. Holland		
Address Line 1:	1230 Peachtree Street, N.E.		
Address Line 2:	Suite 3100-Promenade		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	SMART PILL TM ASSIGNMENT		

OP \$115.00 3886499

NAME OF SUBMITTER:	Christopher A. Holland
Signature:	/Christopher A. Holland/
Date:	10/18/2012
Total Attachments: 5 source=Smart Pill TM Assignment#page1.tif source=Smart Pill TM Assignment#page2.tif source=Smart Pill TM Assignment#page3.tif source=Smart Pill TM Assignment#page4.tif source=Smart Pill TM Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 4, 2012, is made by The Smart Pill Corporation ("**Assignor**"), a Delaware corporation, located at 847 Main Street, Buffalo, New York 14203, in favor of Given Imaging, Inc. ("**ASSIGNEE**"), a Delaware corporation, located at 3950 Shackelford Rd., Suite 500, Duluth, Georgia 30096, in connection with the transfer of certain assets of Assignor to Assignee pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated as of October 4, 2012 (the "**Principal Agreement**").

WHEREAS, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("**USPTO**").

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the marks and trademark registrations set forth on Schedule 1 (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney, all at Assignee's sole cost and expense.

3. Disclaimers. The terms of the Principal Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Principal Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Principal Agreement and the terms hereof, the terms of the Principal Agreement shall govern.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with the Principal Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction.

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

The Smart Pill Corporation

By [Signature]

Name: DAVID BUKHARIC
Title: VP of Sales
Address for Notices:

SWORN TO BEFORE ME THIS 3rd DAY OF October, 2012

[Signature]
Notary Public

THOMAS F. ADORF
No. 000000000000
(SEAL) Notary Public, State of New York
Qualified to Exp. 06/30/14
By Commission Expires June 3, 2014

AGREED TO AND ACCEPTED:

Given Imaging Inc.

By _____
Name: Ed Cordell
Title: CFO of Americas

By _____
Name: Nachum "Honi" Shamir
Title: Chief Executive Officer
Address for Notices:
3950 Shackleford Rd.,
Suite 500
Duluth, Georgia 30096

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2012

Notary Public (SEAL)

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2012

Notary Public (SEAL)

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

The Smart Pill Corporation

By _____

Name:

Title:

Address for Notices:

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2012

Notary Public

(SEAL)

AGREED TO AND ACCEPTED:

Given Imaging Inc.

By Ed Cordell

Name: Ed Cordell

Title: CFO of Americas

By Nachum "Honi" Shamir

Name: Nachum "Honi" Shamir

Title: Chief Executive Officer

Address for Notices:

3950 Shackleford Rd.,

Suite 500

Duluth, Georgia 30096

SWORN TO BEFORE ME THIS 3rd DAY OF October, 2012

Notary Public

(SEAL)

SWORN TO BEFORE ME THIS 3rd DAY OF October, 2012

Notary Public

(SEAL)

