

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Satiety, Inc.		02/18/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Johnson & Johnson		
<b>Street Address:</b>	One Johnson & Johnson Plaza		
<b>City:</b>	New Brunswick		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08933-7001		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3444816	TOGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-842-8800		
<b>Email:</b>	marypat.veyback@dbr.com, andrea.engel@dbr.com		
<b>Correspondent Name:</b>	Mary Pat A. Weyback		
<b>Address Line 1:</b>	Drinker Biddle & Reath LLP		
<b>Address Line 2:</b>	1500 K Street, N.W., Ste. 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005-1209		
<b>ATTORNEY DOCKET NUMBER:</b>	031139/112166		
<b>NAME OF SUBMITTER:</b>	Andrea L. Engel		
<b>Signature:</b>	/Andrea L. Engel/		
<b>Date:</b>	05/11/2011		

OP \$40.00 3444816

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT made as of the 18<sup>th</sup> day of February, 2011, by **Satiety, Inc.**, a corporation formed under the laws of the state of Delaware, (hereinafter known as "Assignor") to **Johnson & Johnson**, a corporation formed under the laws of the State of New Jersey (hereinafter known as "Assignee").

### R E C I T A L S:

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of February 18, 2011 (the "Asset Purchase Agreement") by and between Assignor and Ethicon Endo-Surgery, Inc., a corporation formed under the laws of the State of Ohio, Assignor has agreed to grant, sell, assign, transfer and deliver to Assignee and Assignee has agreed to buy and otherwise acquire from Assignor, Assignor's trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including but not limited to those listed on Schedule A annexed hereto and incorporated herein by reference and any other counterparts of those trademarks worldwide (hereinafter referred to as the "Trademarks") and Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns such Trademarks.

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee is successor to certain substantial business assets of Assignor to which the Trademarks pertain.

**WHEREAS**, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in the Trademarks.

**NOW, THEREFORE**, Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, and all the rights appurtenant thereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, all rights to sue for any past, present or future infringement or unauthorized use of any Trademarks and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademark Assignment not been made.

Assignor agrees to cooperate in good faith with Assignee to provide information relating to and execute and deliver any and all instruments and other documents and to take such other

assignment and transfer of the Trademarks throughout the world. Each party shall pay its own expenses, including, without limitation, the fees and expenses of counsel, incurred in connection with this Trademark Assignment and the assignments contemplated hereby.

This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

**IN WITNESS WHEREOF**, the parties have caused their respective duly authorized officers to execute this Trademark Assignment as of the date first above written.

**Satiety, Inc.**

By: 

Name: Eric Reuter

Its: President

**Johnson & Johnson**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Assistant Secretary

actions as may be necessary or reasonably requested by Assignee to document and confirm the assignment and transfer of the Trademarks throughout the world. Each party shall pay its own expenses, including, without limitation, the fees and expenses of counsel, incurred in connection with this Trademark Assignment and the assignments contemplated hereby.

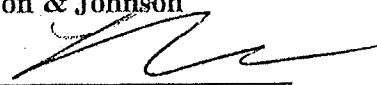
This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized officers to execute this Trademark Assignment as of the date first above written.

**Satiety, Inc.**

By: \_\_\_\_\_  
Name: Eric Reuter  
Its: President

**Johnson & Johnson**

By:   
Name: LAWRENCE R. KULES  
Its: Assistant Secretary

**SCHEDULE A**

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Class</u>
Argentina	TOGA	2279543	4/3/2008	3/31/2009	10
Canada	TOGA	TMA750,955	4/2/2008	10/23/2009	-
Israel	TOGA	210133	3/30/2008	11/8/2009	10
Chile	TOGA	848.270	4/8/2008	4/29/2009	10
Russia	TOGA	378401	10/9/2007	5/4/2009	10
EU	TOGA	6792972	3/31/2008	1/20/2009	10
Mexico	TOGA	1057195	4/7/2008	8/28/2008	10
Australia	TOGA	1232283	3/31/2008	3/31/2008	10
US	TOGA	3,444,816	10/9/2007	6/10/2008	10
Switzerland	TOGA	572835	3/29/2008	6/10/2008	10
Norway	TOGA	246260	3/31/2008	6/6/2008	10
Brazil	TOGA	829692568	4/9/2008		10
China	TOGA	6647130	4/9/2008	3/28/2010	10
India	TOGA	1671589	4/2/2008		10