

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Apollo Endosurgery, Inc.		06/22/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	National Documentation Services, Mail Code 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85192260		
<b>Serial Number:</b>	85192251	APOLLO ENDOSURGERY	
<b>Registration Number:</b>	3904728	OVERSTITCH	
<b>Registration Number:</b>	3920115	APOLLO ENDOSURGERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-761-3780		
<b>Email:</b>	asujek@bodmanlaw.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Ste. 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>Signature:</b>	/Angela Alvarez Sujek/		

OP \$1115.00 85192260

**900195912**

**REEL: 004572 FRAME: 0782**

**TRADEMARK**

Date:

06/30/2011

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 22, 2011 by and between COMERICA BANK ("Bank") and APOLLO ENDOSURGERY, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding the foregoing, the grant of a security interest hereunder shall not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, other than intent-to-use trademarks.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

APOLLO ENDOSURGERY, INC.

Address of Grantor:

7000 Bee Caves Road, Suite 350  
Austin, TX 78746

By: 

Title: CHIEF FINANCIAL OFFICER

Attn: \_\_\_\_\_

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

By: 

Title: VICE PRESIDENT

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B****Patents**

Title	App. No.	Filing Date	Pub. No.	Date Granted
Endoscopic suturing system	12/015911	1/17/08	n/a	n/a
Endoscopic suturing system	12/015888	1/17/08	n/a	n/a
Methods for diagnostic and therapeutic interventions in the peritoneal cavity	09/815336	3/23/01	7,721,742	5/25/10
Endoscopic suturing system	10/353866	1/29/03	7,618,425	11/17/09
Endoscopic suturing system	10/958801	10/5/04	7,530,985	5/12/09
Suturing device for endoscope	10/162640	6/6/02	7,144,401	12/5/06
Apparatuses for securing medical devices to humans and methods for facilitating the manipulation of secured medical devices	10/251906	9/20/02	6,971,987	12/6/05
Endoscopic suturing system	10/724814	12/1/03	7,344,545	3/18/08
Endoscopic suturing instrument	10/231086	8/30/02	7,175,636	2/13/07
Endoscopic treatment system	09/794974	2/27/01	6,527,753	3/4/03
Tissue Resection Device	12/902747	10/12/10	n/a	n/a
Peroral transgastric endoscopic techniques	12/659087	2/24/10	n/a	n/a
Endoscopic Instrument with Control Member Having Decreasing Torsional and Flexural Stiffness Along Its Length	12/471066	5/22/09	n/a	n/a
Endoscopic Instrument Having Rotatably Mounted End Effector Assembly	12/471057	5/22/09	n/a	n/a
Endoscopic Scissors Instrument with Friction Enhancing Tissue Stops	12/471024	5/22/09	n/a	n/a
Endoscopic Instrument with Bi-Laterally Widened Cam-Slot at End Effector	12/471041	5/22/09	n/a	n/a

Title	App. No.	Filing Date	Pub. No.	Date Granted
Endoscopic Suturing System	12/485576	6/16/09	n/a	n/a
Access Systems Including Collapsible Port Body For Intra-Abdominal Surgery	12/121478	5/15/08	n/a	n/a
Access Systems and Methods of Intra-Abdominal Surgery	12/121409	5/15/08	n/a	n/a
Anastomosis System	12/435144	5/4/09	n/a	n/a
Method of Performing Transgastric Ventral Hernia Repair and Tissue Anchors and Deployment Devices Therefor	12/030244	2/13/08	n/a	n/a
Methods and Systems for Submucosal Implantation of a Device For Diagnosis and Treatment with a Therapeutic Agent	11/776097	7/11/07	n/a	n/a
Methods and Systems for Submucosal Implantation of a Device For Diagnosis and Treatment of a Body	11/776062	7/11/07	n/a	n/a
Methods and Systems for Performing Submucosal Medical Procedures	11/775996	7/11/07	n/a	n/a
Methods and devices for diagnostic and therapeutic interventions in the peritoneal cavity	10/968028	10/20/04	n/a	n/a
Methods and devices for diagnostic and therapeutic interventions in the peritoneal cavity	10/968168	10/20/04	n/a	n/a
Anastomosis system	10/390443	3/17/03	7,527,590	5/5/09
Endoscopic suturing device	09/964815	9/28/01	6,719,763	4/13/04
Endoscopic suturing device	09/964816	9/28/01	6,755,843	6/29/04
Method of Performing Transgastric Ventral Hernia Repair and Tissue Anchors and Deployment Devices Therefor	12/030244	2/13/08	7,959,640	6/14/11

Title	App. No.	Filing Date	Pub. No.	Date Granted
Method of Performing Transgastric Abdominal Surgery	11/761428	6/12/07	n/a	n/a
Endoscopic instrument for forming an artificial valve	09/909980	7/23/01	6,921,361	7/26/05
Endoscopic method for forming an artificial valve	10/335987	1/3/03	6,986,737	1/17/06
Tissue piercing device for an endoscope	10/336021	1/3/03	6,988,985	1/24/06
Guide tube	10/390365	3/17/03	6,988,987	1/24/06
Endoscopic instruments	10/114128	4/3/02	7,156,857	1/2/07
Endoscopic treatment system and anastomotic method using this system	10/793390	3/4/04	7,273,451	9/25/07
Endoscope and endoscopic suturing instrument for treatment of gastro-esophageal reflux	10/998242	11/24/04	7,318,802	1/15/08
Anastomosis system for performing anastomosis in body	10/353865	1/29/03	7,637,919	12/29/09
Ligature and suture device for medical application, ligature and suture system for medical application, and ligaturing and suturing method for medical application	11/099303	4/5/05	7,704,261	4/27/10
Anastomosis system for performing anastomosis in body	10/957911	10/4/04	7,654,951	2/2/10
Methods and Systems for Performing Submucosal Medical Procedures	12/688377	1/15/10	n/a	n/a
Methods and Systems for Performing Submucosal Medical Procedures	12/688249	1/15/10	n/a	n/a
Endoscopic Suture Cinch System	12/970323	12/16/10	n/a	n/a
Method of Performing Transgastric Ventral Hernia Repair and Tissue Anchors and Deployment Devices Therefore	13/149340	5/31/11	n/a	n/a



**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
(Design Only)	85/192260	12/7/10	n/a	n/a
APOLLO ENDOSURGERY (and Design)	85/192251	12/7/10	n/a	n/a
OVERSTITCH	77/494566	6/9/08	3,904,728	1/11/11
APOLLO ENDOSURGERY	77/433360	3/27/08	3,920,115	2/15/11