

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
Nellix, Inc.		02/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Endologix, Inc.		
Street Address:	11 Studebaker		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3880178	NELLIX	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
Phone:	949-760-0404		
Email:	efiling@kmob.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Steven J. Nataupsky		
Address Line 1:	2040 Main Street		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	ENDOLOG.160T		
NAME OF SUBMITTER:	Steven J. Nataupsky		
Signature:	/Steven J. Nataupsky/		

OP \$40.00 3880178

Date:

03/28/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 13th day of December, 2010, by and between Nellix, Inc., a Delaware corporation having a place of business at 2465-B Faber Place, Palo Alto, CA 94043 (hereinafter referred to as "ASSIGNOR"), and Endologix, Inc., a Delaware corporation having a place of business at 11 Studebaker, Irvine, CA 92618 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registration relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registration");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title and interest in and to the Trademark and Registration worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title and interest as ASSIGNOR may possess in and to the Trademark and Registration worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title and interest in and to the following:

- (1) the Trademark set forth in Schedule A;
- (2) the Registration set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademark, Registration, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR.

Executed at London, this 10 day of February, 2012.

Nellix, Inc.

By: 

 Bob Mitchell

Title: President AUS

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: NELLIX

SCHEDULE B

Federal Trademark Registration:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
NELLIX	3880178	November 23, 2010	10

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