

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|-----------------------------|--------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Silicon Valley Bank | | 10/03/2012 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | The Smart Pill Corporation | | |
| Street Address: | 847 Main Street | | |
| City: | Buffalo | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14203 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76667750 | SMARTBAR | |
| Serial Number: | 78593021 | THE MEASURE OF GI HEALTH | |
| Serial Number: | 78592007 | SMARTPILL | |
| Serial Number: | 76644758 | MOTILIGI | |
| 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: | cholland@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 - RELEASE | | |

OP \$115.00 76667750

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| NAME OF SUBMITTER: | Christopher A. Holland |
| Signature: | /Christopher A. Holland/ |
| Date: | 10/03/2012 |
| Total Attachments: 8 source=Smart Pill Release of Security by Silicon#page1.tif source=Smart Pill Release of Security by Silicon#page2.tif source=Smart Pill Release of Security by Silicon#page3.tif source=Smart Pill Release of Security by Silicon#page4.tif source=Smart Pill Release of Security by Silicon#page5.tif source=Smart Pill Release of Security by Silicon#page6.tif source=Smart Pill Release of Security by Silicon#page7.tif source=Smart Pill Release of Security by Silicon#page8.tif | |

**NOTICE OF RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

WHEREAS, pursuant to the Intellectual Property Security Agreement ("Security Agreement") executed on August 13, 2007 and recorded with the United States Patent and Trademark Office on August 21, 2007, at Reel 003606, Frame 0295 and at Reel 019725, Frame 0629, The Smart Pill Corporation, a Delaware corporation ("Grantor"), assigned to and granted to Silicon Valley Bank, a California corporation ("Lender"), a security interest in all right, title and interest of Grantor in and to its registered and unregistered Intellectual Property Collateral, as defined in the Security Agreement, and including the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired, or held, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired, or held;

(d) All patents, patent applications, and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans trade dress and trade names, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation, those set forth on Exhibit E attached hereto (collectively, the "Licenses");

(i) All amendments, extensions, renewals, and extensions of any of the Copyrights, Patents, Trademarks, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, Grantor has fulfilled its obligations, and Lender therefore wishes to release, relinquish and discharge its security interest in the Intellectual Property Collateral and to terminate the Security Agreement;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Lender hereby relinquishes, releases and discharges its security interest in the Intellectual Property Collateral and terminates the Security Agreement.

IN WITNESS WHEREOF, the Lender caused this Notice of Release of Security Interest in Intellectual Property Collateral to be duly executed as of October 3, 2012.

SILICON VALLEY BANK

By: 

Name: Clark Hayes

Title: VP Lending

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EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

| | | |
|----------------------------------|--------------------------------|-----------------------------|
| <u>COPYRIGHT DESCRIPTION</u> | <u>REGISTRATION NUMBER</u> | <u>DATE OF ISSUANCE</u> |
|----------------------------------|--------------------------------|-----------------------------|

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

| | | | | |
|---|-------------------------------|---------------------------|-----------------------------|-----------------------------------|
| <u>FIRST DATE COPYRIGHT DESCRIPTION</u> | <u>APPLICATION NUMBER</u> | <u>DATE OF FILING</u> | <u>DATE OF CREATION</u> | <u>OF PUBLIC DISTRIBUTION</u> |
|---|-------------------------------|---------------------------|-----------------------------|-----------------------------------|

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

| | | | | |
|----------------------------------|-----------------------------|---|---|--|
| <u>COPYRIGHT DESCRIPTION</u> | <u>DATE OF CREATION</u> | <u>FIRST DATE OF DISTRIBUTION</u> | <u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u> | <u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u> |
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EXHIBIT "B"

PATENTS

| <u>PATENT</u> <u>DESCRIPTION</u> | <u>DOCKET NO.</u> | <u>COUNTRY</u> | <u>SERIAL NO.</u> | <u>FILING DATE</u> | <u>STATUS</u> |
|--|-------------------|----------------|-------------------|--------------------|---------------|
| Telemetry Capsule and Process | | U.S.A. | 5,279,607 | 01/18/94 | |
| Sampling Capsule and Process | | U.S.A. | 5,395,366 | 03/07/95 | |
| Method of Using, and Determining Location of, an Ingestible Capsule | | U.S.A. | 10/395,602 | 03/24/03 | |
| Ingestible Pressure Sensing Capsule | | U.S.A. | 11/294,978 | 12/06/05 | |
| Ingestible Capsule Packaging | | U.S.A. | 11/517,965 | 09/08/06 | |
| Method of Determining Location of an Ingested Capsule | | U.S.A. | 60/843,038 | 09/08/06 | |
| Method of Evaluating Gastroparesis Using an Ingestible Capsule | | U.S.A. | 60/930,451 | 05/16/07 | |
| Ingestible Pressure Sensing Capsule | | International | PCT/US06/45685 | 11/29/06 | |

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EXHIBIT "C"

TRADEMARKS

| <u>TRADEMARK DESCRIPTION</u> | <u>COUNTRY</u> | <u>SERIAL NO.</u> | <u>REG. NO.</u> | <u>STATUS</u> |
|----------------------------------|----------------|-------------------|-----------------|----------------|
| SMARTBAR | U.S.A. | 76667750 | | Live Trademark |
| The Measure of GI Health | U.S.A. | 78593021 | | Live Trademark |
| SMARTPILL | U.S.A. | 78592007 | | Live Trademark |
| MOTILIGI | U.S.A. | 76644758 | | Live Trademark |

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EXHIBIT "D"

MASK WORKS

| <u>MASK WORK</u> | | | | |
|--------------------|----------------|-------------------|-----------------|---------------|
| <u>DESCRIPTION</u> | <u>COUNTRY</u> | <u>SERIAL NO.</u> | <u>REG. NO.</u> | <u>STATUS</u> |

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EXHIBIT "E"

LICENSES

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