

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endosphere, Inc.		08/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Director of Development of the State of Ohio		
Street Address:	77 South High Street		
Internal Address:	P.O. Box 1001		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43216-1001		
Entity Type:	STATE AGENCY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85403148	SATISPHERE	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5135621401		
Email:	mhurst@kmklaw.com		
Correspondent Name:	J. Michael Hurst		
Address Line 1:	One East Fourth Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	OH5005-FI0011		
NAME OF SUBMITTER:	J. Michael Hurst		
Signature:	/j. michael hurst/		

Date:

09/05/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of August 28, 2012, is made by ENDOSPHERE, INC., a Delaware corporation (the “*Company*”), in favor of THE DIRECTOR OF DEVELOPMENT OF THE STATE OF OHIO (the “*Director*”).

WHEREAS, as a condition precedent to the making of a loan by the Director under the Loan Agreement dated as of August 28, 2012 (the “*Loan Agreement*”) between the Company and the Director, the Company has executed and delivered to the Director that certain Security Agreement dated as of August 28, 2012, made by and among the Company and the Director (the “*Security Agreement*”); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Director, a security interest in, among other property, certain intellectual property of the Company, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees with the Director as follows:

1. Grant of Security. The Company hereby pledges and grants to the Director for the benefit of the Director a security interest in and to all of the right, title and interest of the Company in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Company set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring 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. The Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Director.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Director with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

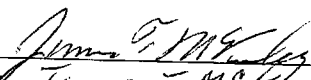
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

ENDOSPHERE, INC.

By 
Name: James T. McBratney
Title: President + CEO

AGREED TO AND ACCEPTED:

THE DIRECTOR OF
DEVELOPMENT OF THE STATE OF
OHIO


By 
Name: Diane Lease
Title: Chief Legal Counsel

EXHIBIT A

SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

Issued Patents

- Instituto Mexicano de La Propiedad Industrial (Mexican Patent Office) Patent Number 283258 issued on January 24, 2011 – *Method and Apparatus for Reducing Obesity*
- United States Patent and Trademark Office Patent Number 7,931,693 B2 issued on April 26, 2011 – *Method and Apparatus for Reducing Obesity*
- United States Patent and Trademark Office Patent Number 8,147,561 B2 issued on April 3, 2012 – *Methods and Devices to Curb Appetite and/or Reduce Food Intake*

Published Patents

- United States Patent and Trademark Office Publication Number US-2011-0190684 published on August 4, 2011 – *Method and Apparatus for Reducing Obesity*
- European Patent Office Publication Number 1817072 published on August 15, 2007 – *Method and Apparatus for Reducing Obesity*
- United States Patent and Trademark Office Publication Number US-2012-0172999 published on July 5, 2012 - *Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- European Patent Office Publication Number 1968685 published on September 17, 2008 – *Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- United States Patent and Trademark Office Publication Number US-2007-0293885 published on December 20, 2007 – *Improvements in Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- European Patent Office Publication Number 2026713 published on February 25, 2009 – *Improvements in Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- Japan Patent Office Publication Number 2009-538218A published on November 5, 2009 – *Improvements in Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- United States Patent and Trademark Office Publication Number US-2009-0187206 published on July 23, 2009 – *Conformationally-Stabilized Intraluminal Device for*

Medical Applications

- European Patent Office Publication Number 2178474 published on April 28, 2010 – *Conformationally-Stabilized Intraluminal Device for Medical Applications*
- United States Patent and Trademark Office Publication Number US-2011-0137227 published on June 9, 2011 – *Methods and Devices for Delivering or Delaying Lipids within a Duodenum*
- European Patent Office Publication Number 2313034 published on April 27, 2011 – *Methods and Devices for Delivering or Delaying Lipids within a Duodenum*
- European Patent Office Publication Number 2313034 (Hong Kong registration) published on April 27, 2011 – *Methods and Devices for Delivering or Delaying Lipids within a Duodenum*

Pending Patents

- Instituto Nacional da Propriedade Industrial (Brazilian Patent Office) Application Number PI 0518726-5 filed on August 22, 2005 – *Method and Apparatus for Reducing Obesity*
- Canadian Intellectual Property Office Application Number 2,588,901 filed on August 22, 2005 – *Method and Apparatus for Reducing Obesity*
- Canadian Intellectual Property Office Application Number 2,631,934 filed on December 15, 2006 - *Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- Instituto Mexicano de La Propiedad Industrial (Mexican Patent Office) Application Number MX/a/2008/007548 filed on December 15, 2006 – *Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- Instituto Nacional da Propriedade Industrial (Brazilian Patent Office) Application Number PI 0712468-6 filed on May 25, 2007 – *Improvements in Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- Canadian Intellectual Property Office Application Number 2,652,419 filed on May 25, 2007 – *Improvements in Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- Instituto Mexicano de La Propiedad Industrial (Mexican Patent Office) Application Number MX/a/2008/014939 filed on May 25, 2007 – *Improvements in Methods and Devices to Curb Appetite and/or Reduce Food Intake*
- Canadian Intellectual Property Office Application Number 2,693,259 filed on July 16, 2008 – *Conformationally-Stabilized Intraluminal Device for Medical Applications*

- Controller General of Patents Designs and Trademarks (Indian Patent Office) Application Number 713/DELNP/2011 filed on July 16, 2008 – *Conformationally-Stabilized Intraluminal Device for Medical Applications*
- Instituto Mexicano de La Propiedad Industrial (Mexican Patent Office) Application Number MX/a/2010/000495 filed on July 16, 2008 – *Conformationally-Stabilized Intraluminal Device for Medical Applications*
- Instituto Nacional da Propriedade Industrial (Brazilian Patent Office) Application Number PI 0915286-5 filed on July 2, 2009 – *Methods and Devices for Delivering or Delaying Lipids within a Duodenum*
- Instituto Mexicano de La Propiedad Industrial (Mexican Patent Office) Application Number MX/a/2010/014323 filed on July 2, 2009 – *Methods and Devices for Delivering or Delaying Lipids within a Duodenum*
- United States Patent and Trademark Office Application Number 61/554429 filed on November 1, 2011 – *Duodenal Gastrointestinal Devices and Related Treatment Methods*
- United States Patent and Trademark Office Application Number 61/647396 filed on May 15, 2012 – *Duodenal Gastrointestinal Devices and Related Treatment Methods*

Schedule 2 – Trademark Registrations and Applications

Trademarks

- United States Patent and Trademark Office Notice of Allowance issued on April 3, 2012 related to the use of *SatiSphere*[™]

Schedule 3 – Copyright Registrations and Applications

None.

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