

04-19-1999



[15960/999]

Form PTO 1585

101013343

M COVER SHEET

U.S. Department of Commerce
Patent and Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
CryoLife, Inc.Additional name(s) of conveying parties attached? ☐ Yes ☒ No2. Name and address of receiving party(ies)
Name: **CryoLife Technology, Inc.**
Internal Address: **1325 Airmotive Way #130**
Reno, Nevada 89502-3239

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:Execution dates: **April 17, 1998**Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers or patent numbers:

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Applications

B. Patent No.(s) 5,171,660
5,031,762
5,071,741
5,160,313
5,257,692
5,424,207
4,597,266
5,613,982
5,632,778Additional Numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Paul H. Heller**
Internal Address: **KENYON & KENYON**
Street Address: **One Broadway**
City: **New York** State: **New York** ZIP: **10004**6. Total number of applications and patents involved: **9**7. Total fee (37 C.F.R. 3.41) \$ **360.00**☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

11-0600 (Attach

duplicate copy of this page if paying by deposit account)

04/16/1999 JSHABZZ 00000104 110600 5171660

01 FC:581 (360.00 CH)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***M. Lisa Wilson (Reg. No. 34,045)**

Name of Person Signing

Signature

April 8, 1999

Date

Total Number of pages including cover sheet: **7**

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington DC 20231

Patent Listing
Exhibit A

Patent #	Application #	Title	Country	Law Firm Name	Firm ID	Issued
4318904	143897	Peptide Affinity Labels for Thrombin and Other Trypsin-Like Proteinases	US	Arnall, Golden & Gregory/General	15980.02	3/9/82
5,218,137	857390	Light Activated Acyl-Enzymes	US	Bell, Seltzer, Park et al	15980.03	8/8/83
0489838	808136857	Light Activated Acyl-Enzymes	Europe	Bell, Seltzer, Park et al	15980.04	12/21/84
2,085,008	2085008	Light Activated Acyl-Enzymes	Canada	Bell, Seltzer, Park et al	15980.05	8/1/85
638,269	63318990	Light Activated Acyl-Enzymes	Australia	Bell, Seltzer, Park et al	15980.06	4/22/83
5171660	944013	Process of Revitalizing Cells and Tissue Prior to Cryopreservation	US	Kernon & Kernon	15980.07	12/15/82
5031762	998297	Three Envelope Package for Sterile Specimens	US	Kernon & Kernon	15980.08	7/16/81
0398847	80304038.4	Process of Revitalizing Cells and Tissue Prior to Cryopreservation	EPO	Kernon & Kernon	15980.09	12/20/85
5071741	182867	Cryoprotective Agent and its use in Cryopreservation of Cellular Matter	US	Kernon & Kernon	15980.10	12/10/81
5192312	07684.902	Treated Tissue for Implantation and Methods of Treatment and Use	US	Kernon & Kernon	15980.11	3/8/93
5160313	889873	Process for Preparing Tissue for Transplantation	US	Kernon & Kernon	15980.12	11/3/92
5257682	730356	Three Envelope Package for Sterile Specimens	US	Kernon & Kernon	15980.13	11/2/83
5333626	815394	Preparation of Bone for Transplantation	US	Kernon & Kernon	15980.14	8/2/84
5424207	927789	Process of Revitalizing Cells and Tissue Prior to Cryopreservation	US (div. 1)	Kernon & Kernon	15980.15	6/13/85
5513662	184164	Preparation of Bone for Transplantation	US	Kernon & Kernon	15980.16	5/7/86
4597266	737680	Freezing Agent and Container	US	Kernon & Kernon	15980.17	7/1/86
5813982	08463.455	Treated Tissue for Implantation and Methods of Preparation	US (div. of 49)	Kernon & Kernon	15980.18	3/25/87
9632778	08463.643	Treated Tissue for Implantation and Methods of Preparation	US (div. of 49)	Kernon & Kernon	15980.19	5/27/87
5318524	07844.487	Fibrin Sealant Delivery Kit	US	Nikon & Vandethye	1577.02	6/7/84
5258971	07844.174	Method of Preparing Fibrinogen	US	Nikon & Vandethye	1577.03	11/8/83
5218938	07480.378	Fibrin Sealant Delivery Method	US	Nikon & Vandethye	1577.04	8/15/83
5110722	07433.952	Cell, Tissue or Organ Storage Solution	US	Nikon & Vandethye	1577.05	5/5/82
5,131,650	07431.153	Method for Cryopreserving Musculoskeletal Tissues	US	Nikon & Vandethye	1577.07	7/21/82
5,148,821	07436.584	Kit for Cryopreserving Blood Vessels	US	Nikon & Vandethye	1577.08	9/22/82
5,145,769	07086.082	Method for Cryopreserving Blood Vessels	US	Nikon & Vandethye	1577.09	8/8/82
5158887	07438.365	Method for Cryopreserving Blood Vessels	US	Nikon & Vandethye	1577.10	10/27/82
5122110	07438.357	Device and Method for Cryopreserving Blood Vessels	US	Nikon & Vandethye	1577.11	8/16/82
8030215	07460.840	Preparation of Fibrinogen/Factor XIII	US	Nikon & Vandethye	1577.12	7/9/81
2104701	5052729.14	Fibrin Sealant Delivery Method	Soviet Union	Nikon & Vandethye	1577.16	2/20/88
841472	71733/81	Fibrin Sealant Delivery Method	Australia	Nikon & Vandethye	1577.23	2/1/84
2886301	807432/88	Device and Method for Cryopreserving Blood Vessels	Japan	Nikon & Vandethye	1577.30	8/15/87

Patent Listing
Exhibit A

Patent #	Application #	Title	Country	Law Firm Name	Firm ID	Issued
0382745	8808034.7	Device and Method for Cryopreserving Blood Vessels	Europe	Nixon & Vandelhye	1577-31	10/26/94
827438	24210/88	Device and Method for Cryopreserving Blood Vessels	Australia	Nixon & Vandelhye	1577-32	1/12/93
8808841	8808841	Method for Cryopreserving Blood Vessels	South Africa	Nixon & Vandelhye	1577-33	4/25/90
2010317	8802598	Device and Method for Cryopreserving Blood Vessels	Spain	Nixon & Vandelhye	1577-34	8/18/93
172905	12754	Device and Method for Cryopreserving Blood Vessels	Mexico	Nixon & Vandelhye	1577-35	1/20/94
1333684	574831	Device and Method for Cryopreserving Blood Vessels	Canada	Nixon & Vandelhye	1577-36	12/27/94
0382745	88908034.7	Device and Method for Cryopreserving Blood Vessels	Switzerland	Nixon & Vandelhye	1577-43	10/28/94
P3851959.3	88908034.7	Device and Method for Cryopreserving Blood Vessels	Germany	Nixon & Vandelhye	1577-44	10/28/94
0382745	88908034.7	Device and Method for Cryopreserving Blood Vessels	France	Nixon & Vandelhye	1577-45	10/28/94
0382745	88908034.7	Device and Method for Cryopreserving Blood Vessels	United Kingdom	Nixon & Vandelhye	1577-46	10/28/94
0382745	88908034.7	Device and Method for Cryopreserving Blood Vessels	Italy	Nixon & Vandelhye	1577-47	10/28/94
0382745	88908034.7	Device and Method for Cryopreserving Blood Vessels	Netherlands	Nixon & Vandelhye	1577-48	10/28/94
875839	38003183	Fibrin Sealant Delivery Method	Australia	Nixon & Vandelhye	1577-51	6/2/97
894840	894840	Aldehyde-Cured Proteinaceous Adhesive	South Africa	Nixon & Vandelhye	1577-70	10/28/94
5,385,808	08034,184	Adhesive Composition and Method	US	Nixon & Vandelhye	1577-73	1/31/85
0402036	8006813.7	Human Heart Valve Replacement with Porcine Pulmonary Valve	Europe	Nixon & Vandelhye	1577-76	4/3/86
P69028308	90305913.7	Human Heart Valve Replacement with Porcine Pulmonary Valve	Germany	Nixon & Vandelhye	1577-82	4/3/86
0402036	90305913.7	Human Heart Valve Replacement with Porcine Pulmonary Valve	France	Nixon & Vandelhye	1577-83	4/3/86
0402036	90305913.7	Human Heart Valve Replacement with Porcine Pulmonary Valve	GB	Nixon & Vandelhye	1577-84	4/3/86
5086015	442851	Method for Implanting Unstented Xenografts and Allografts	US	Nixon & Vandelhye	1577-86	2/18/92
5,352,240	359,478	Human Heart Valve Replacement with Porcine Pulmonary Valve	US	Nixon & Vandelhye	1577-88	10/4/94
608761	8332487	Method for Cryopreserving Heart Valves	Australia	William Birks Olds, et al	3985-09	8/2/81
1310588	510945	Method for Cryopreserving Heart Valves	Canada	William Birks Olds, et al	3985-10	11/24/82
541245	PCT/US8702860	Method for Cryopreserving Heart Valves	Europe	William Birks Olds, et al	3985-12	3/11/82
188-186	000,086/9,388	Method for Cryopreserving Heart Valves	Mexico	William Birks Olds, et al	3985-14	12/23/93
5741782	08628,187	Antibiotic Cocktail and Method of Use	US	William Birks Olds, et al	3985-17	4/27/88
4890457	07000,085	Method for Cryopreserving Heart Valves	US	William Birks Olds, et al	3985-51	1/29/90
		New York Blood Center	License			2/6/96
		Trademarks				1/1/85
		General				1/1/85

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into effective as of April 17, 1998, by and between CryoLife, Inc., a Florida corporation, having an office and principal place of business at 1655 Roberts Blvd., NW, Kennesaw, Georgia 30144 ("Assignor") and CryoLife Technology, Inc., a Nevada corporation, having an office and principal place of business at 1325 Airmotive Way #130, Reno, Nevada 89502-3239 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the patents, as shown in the attached Exhibit A (collectively, the "Patents");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, said Patents together with the goodwill of its business symbolized thereby;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, pursuant to a Stock Subscription Agreement of even date herewith (the "Subscription Agreement"), Assignor has agreed to assign to Assignee the Patents;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consideration for Assignment. Contemporaneously with the execution of this Agreement, Assignee has issued its common stock to Assignor pursuant to the Subscription Agreement.

2. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Patents, together with the goodwill symbolized thereby.

3. Warranties and Representations. Assignor represents and warrants to Assignee that:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3.3 Assignor is the owner of the Patents, no other person or entity has any security interest in the Patents, in any registrations thereof, or in any applications to register the Patents, and there have been no prior assignments of the Patents registrations thereof, or any applications to register the Patents.

3.4 No person or entity is using the Patents with Assignor's permission or pursuant to any agreement with Assignor.

3.5 The Patents have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Patents.

3.6 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Patents or the services identified by the Patents. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Patents, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Patents.

4.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Patents in any manner whatsoever. Assignor shall not grant to any other entity or individual the right to use the Patents in any manner whatsoever.

6. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Nevada.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to assignor. to: CryoLife, Inc.
1655 Roberts Blvd., NW
Kennesaw, Georgia 30144
Attn: Edwin B. Cordell, Jr.

or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives .

7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

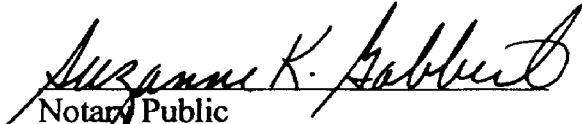
7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

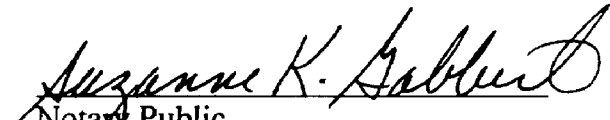
Sworn to and subscribed
before me this 17th day
of December, 1998.


Notary Public

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Sept. 13, 2000

Sworn to and subscribed
before me this 17th day
of December, 1998.

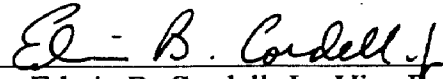

Notary Public

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Sept. 13, 2000

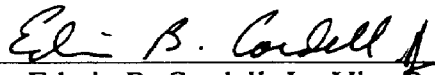
"Assignor":

CRYOLIFE, INC.

By: 
Edwin B. Cordell, Jr., Vice President
- Finance, Chief Operating Officer

"Assignee":

CRYOLIFE TECHNOLOGY, INC.

By: 
Edwin B. Cordell, Jr., Vice President
- Finance, Chief Operating Officer