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| PATEN   | RM COVER SHE   | DEPARTMENT OF COMMERCE<br>Patent and Trademark Office   |
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| DKM PTO-1595 U.S.   |  | Patent and Trademark Onios  |
| Rev. 6-93)<br>MB No. 0651-0011 (exp. 4/94)  | and original document  | ts or copy thereof.   |
| MB No. 0551-0011 (exp. 4/94)<br>To the Commissioner for Patents : Please recor  |  | s of receiving party(ies)   |
| I. Name of conveying party(ies):<br>Celation Science, LLC   | Name:  | Advanced Biohealing, Inc.   |
| Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No   | Internal Address:  | 225 Millburn Avenue   |
| 3. Nature of conveyance:  | Street Address:  | Suite 104-B   |
| [X] Assignment [] Merger<br>[] Security Agreement [] Change of Name<br>[] Other   | Additional name(s) & addre   | Millburn, NJ 07041<br>sses(es) attached? []Yea [X] No   |
| Execution Date: April 12, 2004  |  |   |
| have and address of party to whom correspondence  | attached? [] Yes [X] No<br>6. Total number of a  | entions and patents involved: [4]   |
| Address of party to whom correspondence   | e 6. Total number of a   | wither those and estents (NVO)VEO. LP 1   |
| 5. Name and address of Period   |  | ¢ 460.00  |
| Concerning document should be mean a  | 7. Total fee (37 CFR   | ¢ 460.00  |
| Name: Edward R. Gates<br>Name: Wolf, Greenfield & Sacks, P.C.   | 7. Total fee (37 CFR<br>[X] Enclosed   | ( 3.41) <b>\$ 160.00</b>  |
| Name: Edward R. Gates<br>Address: Wolf, Greenfield & Sacks, P.C.<br>600 Atlantic Avenue   | 7. Total fee (37 CFR<br>[X] Enclosed<br>[] Authorized to   | ( 3.41) \$ 160.00   |
| Name: Edward R. Gates<br>Name: Wolf, Greenfield & Sacks, P.C.   | 7. Total fee (37 CFR<br>[X] Enclosed<br>[] Authorized to   | ( 3.41) <b>\$ 160.00</b>  |
| Name: Edward R. Gates<br>Address: Wolf, Greenfield & Sacks, P.C.<br>600 Atlantic Avenue   | 7. Total fee (37 CFR<br>[X] Enclosed<br>[] Authorized to   | ( 3.41) <b>\$ 160.00</b><br>be charged to deposit account<br>is authorized to charge any<br>enclosed payment to:  |
| Concorning document should be maximum<br>Name: Edward R. Gates<br>Address: Wolf, Greenfield & Sacks, P.C.<br>600 Atlantic Avenue<br>Boston, MA 02210-2206   | 7. Total fee (37 CFR<br>[X] Enclosed<br>[] Authorized to<br>The Commissioner<br>deficiencies in the e  | ( 3.41) <b>\$ 160.00</b><br>be charged to deposit account<br>is authorized to charge any<br>enclosed payment to:  |
| Concerning document should be maximum<br>Name: Edward R. Gates<br>Address: Wolf, Greenfield & Sacks, P.C.<br>600 Atlantic Avenue<br>Boston, MA 02210-2206<br>DO NOT   | 7. Total fee (37 CFR<br>[X] Enclosed<br>[] Authorized to<br>The Commissioner<br>deficiencies in the e<br>8. Deposit Account<br>USE THIS SPACE  | ( 3.41) <b>\$ 160.00</b><br>be charged to deposit account<br>is authorized to charge any<br>inclosed payment to:<br>it No: 23/2825  |
| Concerning document should be maximum<br>Name: Edward R. Gates<br>Address: Wolf, Greenfield & Sacks, P.C.<br>600 Atlantic Avenue<br>Boston, MA 02210-2206<br>DO NOT<br>9 Statement and signature<br>To the best of my knowledge and belief, the forego<br>true copy of the original document. | 7. Total fee (37 CFR<br>[X] Enclosed<br>[] Authorized to<br>The Commissioner<br>deficiencies in the e<br>8. Deposit Account<br>USE THIS SPACE  | ( 3.41) <b>\$ 160.00</b><br>be charged to deposit account<br>is authorized to charge any<br>inclosed payment to:<br>it No: 23/2825  |
| Concerning document should be maximum<br>Name: Edward R. Gates<br>Address: Wolf, Greenfield & Sacks, P.C.<br>600 Atlantic Avenue<br>Boston, MA 02210-2206<br>DO NOT<br>9 Statement and signature<br>To the best of my knowledge and belief, the forego<br>true copy of the original document. | 7. Total fee (37 CFR<br>[X] Enclosed<br>[] Authorized to<br>The Commissioner<br>deficiencies in the e<br>8. Deposit Accoun<br>USE THIS SPACE<br>Ing information is true and<br>gnature | (3.41) <b>\$ 160.00</b><br>be charged to deposit account<br>is authorized to charge any<br>enclosed payment to:<br>it No: 23/2825<br>correct and any attoched copy is a<br>$\frac{7}{10}/(0)$ |

Mail documents to be recorded with required cover sheet information to ( Mail Stop Assignment Recordation Services Director - U.S. Patent and Trademark Office

PO Box 1450, Alexandria, VA 22313-1450

PATENT REEL: 015108 FRAME: 0973

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Celadon Science, LLC, a Delaware limited liability company with headquarters at 35 Clover Street, Belmont, MA 02178 ("Celadon") hereby:

Solis, assigns and transfers to Advanced Biohealing, Inc., a Delaware corporation with headquarters at 225 Millburn Avenue, Suite 104-B, Millburn, NJ 07041 ("ABI"), its successors, assigns and legal representatives, all hereinafter referred to as the Assignce, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the patent applications and patents listed in Schedule A below, and in and to said United States Letter Patents and continuation applications, and all divisional, continuing, United States Letter Patents and continuation applications for Letters Patents which have been or shall substitute, renewal, reissue and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority;

| Country              | Patent No./App.                  | <u>Date</u>          | Title  |
|----------------------|----------------------------------|----------------------|--|
| United States        | 6,548,297                        | 04/15/03             | Sheets Of Cultured Epithelial Cells Used<br>For Wound Repair and Their<br>Cryopreservation |
| United States        | 6,582,696                        | 06/24/03             | Wound Repair Dressing and Methods For<br>Their Preservation                                |
| United States        | US 10/176,212<br>US 2002/0192191 | 12/19/02             | Wound Repair Dressing and Methods for<br>Their Preservation                                |
| United States        | PCT/U895/14648<br>WO 96/14738    | 5/23/96              | Wound Repair Dressing and Methods for<br>Their Preservation                                |
| Austria<br>Belgium   | E206583                          | 10/10/01<br>10/10/01 |  |
| China                | ZL95196159_4                     | 11/12/03             |  |
| Denmark<br>France    | 0790767                          | 10/10/01             |  |
| Germany<br>Ireland   | 0790767                          | 10/10/01             |  |
| Italy<br>Netherlands | 0790767                          | 10/10/01             |  |
| Sweden<br>Singapore  | 0790767                          | 09/28/98             |  |
| Spain<br>Switzerland | 2165436<br>0790767               | 10/10/01             |  |
| United Kingdom       | 0790767                          |                      |  |

## <u>Schedule A</u>

## PATENT REEL: 015108 FRAME: 0974

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|---|-----------|-----------|-------|
|   | 2204751   | Published |       |
| Canada (pending)  | 1201101   | 05/23/96  | 1     |
| Japan (pending)   | 516215/96 | 11/9/95   |       |
| when the second |           |           |       |

Agrees that said Assignce may apply for and receive Letters Patents for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, Celadon agrees to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignce all facts known to Celadon relating to said inventions and the history thereof, and generally by doing everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignce;

Request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patents to said Assignce; and

Covenants with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Celadon and that full right to convey the same as herein expressed is possessed by Celadon.

CELADON SCIENCE, LLC

) UN By:

Name: David Eisenbud, M.D., MBA Title: President and Chief Financial Officer

4/12/7\_\_\_\_ Date

COUNTY OF Sector iay of <u>Hpm</u> I \_\_\_\_\_ Simple one. Notary Pub Subscribed and swom to before me this 12 day of \_\_\_\_\_

My Commission Expires

Susan deremo Notary Public of New Jersey Ny Contribusion Explices 10/3/2008

SEAL

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## RECORDED: 09/08/2004