

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Michael C. Hiles</td><td>05/19/2008</td></tr><tr><td>Andrew Brightman</td><td>08/05/2008</td></tr><tr><td>Abram D. Janis</td><td>05/05/2008</td></tr></tbody></table>	Name	Execution Date	Michael C. Hiles	05/19/2008	Andrew Brightman	08/05/2008	Abram D. Janis	05/05/2008	
Name	Execution Date								
Michael C. Hiles	05/19/2008								
Andrew Brightman	08/05/2008								
Abram D. Janis	05/05/2008								
RECEIVING PARTY DATA									
Name:	Cook Biotech Incorporated								
Street Address:	1425 Innovation Place								
City:	West Lafayette								
State/Country:	INDIANA								
Postal Code:	47906								
PROPERTY NUMBERS Total: 2									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>60914485</td></tr><tr><td>Application Number:</td><td>12110630</td></tr></tbody></table>	Property Type	Number	Application Number:	60914485	Application Number:	12110630			
Property Type	Number								
Application Number:	60914485								
Application Number:	12110630								
CORRESPONDENCE DATA									
Fax Number:	(317)637-7561								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	317-634-3456								
Email:	docketdept@uspatent.com								
Correspondent Name:	Kenneth A. Gandy								
Address Line 1:	111 Monument Circle, Suite 3700								
Address Line 2:	Woodard, Emhardt,, Moriarty et al.								
Address Line 4:	Indianapolis, INDIANA 46204								
ATTORNEY DOCKET NUMBER:	3433-933								
NAME OF SUBMITTER:	Carol A. Thomas								

OP \$80.00 60914485

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PATENT  
REEL: 021366 FRAME: 0493

**Total Attachments: 6**

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**PATENT**

**REEL: 021366 FRAME: 0494**

## · ASSIGNMENT

Michael C. Hiles, of 4326 South 900 East, Lafayette, Indiana 47905, USA  
Andrew Brightman, of 106 Sylvia Street, West Lafayette, Indiana 47906, USA  
Abram D. Janis, of 1202 Columbia Street, Lafayette, Indiana 47901, USA

hereafter referred to as the "Assignor," either singularly or collectively as appropriate, has made certain inventions in

### **GROWTH FACTOR MODIFIED EXTRACELLULAR MATRIX MATERIAL AND METHODS FOR PREPARATION AND USE THEREOF,**

hereinafter referred to as the "Inventions," invented by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

United States Patent Application No. 60/914,485

which was filed on April 27, 2007,

hereinafter referred to as the "Application." In the event the application number and/or filing date of the Application are not known and/or written above at the time this Assignment is executed, the Assignor hereby authorizes and requests the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the date and/or application number of the Application when officially known.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto Cook Biotech Incorporated, a Corporation of the State of Indiana, having a principal place of business at 1425 Innovation Place, West Lafayette, Indiana 47906, USA, hereinafter referred to as the "Assignee,"

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Inventions or the Application, including provisional, utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Application, including utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Inventions, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Inventions or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this

## ASSIGNMENT

assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Inventions, the Application and the portions of any and all applications or patents based on or arising from the Inventions or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Inventions or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

ASSIGNMENT

This Assignment is hereby made effective as of April 27, 2007, or effective as of the conception date of the Inventions if earlier.

WITNESS Assignor's hand this 19 day of May, 2008.

Michael C. Hiles  
Michael C. Hiles

STATE OF Indiana )  
COUNTY OF Tippecanoe ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Michael C. Hiles, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 19 day of May, 2008.

Patricia F. Corbett  
Notary Public

Printed Name: PATRICIA F. CORBETT

Resident of TIPPECANOE County

My Commission Expires:

11/03/2015

ASSIGNMENT

WITNESS Assignor's hand this 5 day of August, 2008.

  
Andrew Brightman

STATE OF Indiana )  
COUNTY OF Tippecanoe ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Andrew Brightman, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 5 day of August, 2008.

  
Notary Public

Printed Name: PATRICIA F. CORBETT

Resident of TIPPECANOE County

My Commission Expires:

11/03/2015

ASSIGNMENT

WITNESS Assignor's hand this 5<sup>th</sup> day of MAY, 2008.

Abram D. Janis

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Abram D. Janis, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

*please see  
attached*

Notary Public

Printed Name: \_\_\_\_\_

Resident of \_\_\_\_\_ County

My Commission Expires:

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 5, 2008 before me, Kristina Siojo, Notary Public  
(Here insert name and title of the officer)  
personally appeared Abram D. Janus

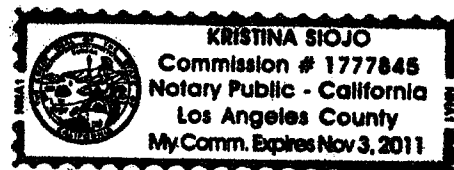
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or checking the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document