

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Capstone Therapeutics Corp.	10/22/2010
RECEIVING PARTY DATA	
Name:	The Board of Regents of The University of Texas System
Street Address:	201 West 7th Street
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6914050
Patent Number:	6894027
Patent Number:	7304035
Patent Number:	6815416
Patent Number:	6855687
Patent Number:	7049294
Patent Number:	7833982
CORRESPONDENCE DATA	
Fax Number:	(617)607-9200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-449-6500
Email:	pgassett@mccarter.com
Correspondent Name:	Steven G. Davis, Ph.D.
Address Line 1:	265 Franklin Street
Address Line 2:	McCarter & English, LLP
Address Line 4:	Boston, MASSACHUSETTS 02110

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PATENT
REEL: 026804 FRAME: 0615

ATTORNEY DOCKET NUMBER:	120558-00001
NAME OF SUBMITTER:	Steven G. Davis, Ph.D.
Total Attachments: 6 source=Assignment_Capstone_to_UTB_120558_00001#page1.tif source=Assignment_Capstone_to_UTB_120558_00001#page2.tif source=Assignment_Capstone_to_UTB_120558_00001#page3.tif source=Assignment_Capstone_to_UTB_120558_00001#page4.tif source=Assignment_Capstone_to_UTB_120558_00001#page5.tif source=Assignment_Capstone_to_UTB_120558_00001#page6.tif	

ASSIGNMENT

WHEREAS, Capstone Therapeutics Corp. ("Capstone") hereinafter "Assignor", a Delaware corporation, of 1275 West Washington Street, Suite 101 Tempe, Arizona 85281, is the owner or a co-owner of the Patents and Patent Applications listed in the attached Appendix (collectively referred to as the "Patents"); and

WHEREAS, Capstone, as required by Section 6 of the Patent Assignment Agreement dated June 28, 2005, between Capstone (formerly OrthoLogic Corp.) and The Board of Regents of The University of Texas System ("UTB"), acting through its component institution, The University of Texas Medical Branch at Galveston, gave UTB notice of Capstone's intention to abandon the Patents and provided UTB with the opportunity to assume Capstone's rights to the Patents; and

WHEREAS, UTB, hereinafter "Assignee," of 201 West 7th Street, Austin, Texas 78701, is desirous of acquiring from Assignor its right, title and interest in, to and under the aforesaid Patents and the inventions therein described and claimed.

NOW, THEREFORE, Assignor hereby assigns and transfers to Assignee its entire right, title and interest in, to and under the Patents throughout the world and the inventions and designs covered thereby, more generally described as and limited to the application or use of TP508 for the treatment of bone fractures, cartilage damage and diabetic foot ulcers, including the right to claim priority and the right to any continuation, continuation-in-part, division, or substitute application thereof and the right to any reissue, reexamination of any Patent thereof and any subsequent filings in any country or jurisdiction claiming priority therefrom, which assignment and transfer is made without representation or warranty, express or implied.

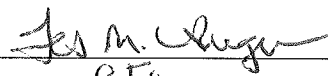
Assignor agrees that upon request by Assignee it will, at the sole cost of Assignee, execute documents reasonably necessary to properly vest full right, title and interest in and to all Patents throughout the world in the name of Assignee or its designee or necessary to obtain, maintain, issue or

enforce said Patents.

Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Patents to Assignee, its successors and assigns, as the assignee of Assignor's entire interest in such Patents.

Assignee agrees that, in consideration of this assignment and transfer of the Patents, it will be responsible for all costs associated with this assignment and transfer, including the reasonable legal fees of Assignor, as well as all future costs related to the Patents or other rights assigned or transferred as described in this Assignment. Assignee further warrants that it will provide sixty (60) days prior written notice to Assignor of any abandonment or expiration of any Patents, or any continuation, continuation-in-part, division, or substitute application thereof, which notice will contain reasonable information in reasonable detail to enable Assignor, if it so elects, to continue the Patents in full force and effect. Assignee agrees that the abandonment or expiration of any Patents, or any continuation, continuation-in-part, division, or substitute application thereof, will void the assignment for such Patents, or any continuation, continuation-in-part, division, or substitute application thereof.

Capstone Therapeutics Corp.

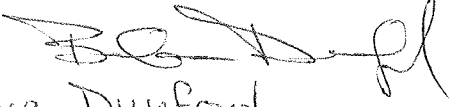
By 
Title CFO
Date 10/22/2010

State/Commonwealth of Arizona
County of Maricopa

On this 22nd day of October, 2010, before me, the undersigned notary public, personally appeared _____ personally known to me, or proved to me through satisfactory evidence of identification, which was _____

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged to me that he/she signed the foregoing instrument as the free act and deed of Capstone Therapeutics Corp., for its stated purpose, as an authorized officer of Capstone Therapeutics Corp.
(SEAL)

Notary Public


Barbara Dunford
(print name)

My Commission expires 11/30/2011



BARBARA DUNFORD
Notary Public - Arizona
Maricopa County
Expires 11/30/2011

The Board of Regents, The University of Texas System

By [Signature]
Title _____
Date _____
OGC# 138747

State/Commonwealth of TEXAS
County of TRAVIS

On this 5 day of August, 2011, before me, the undersigned notary public,
personally appeared Berry Bouldin personally known to me, or proved to me through
satisfactory evidence of identification, which was

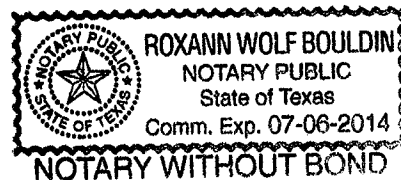
to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged to me that
he/she signed the foregoing instrument as the free act and deed of The Board of Regents, The University of Texas
System, for its stated purpose, as an authorized officer of The Board of Regents, The University of Texas System.

(SEAL)

Notary Public

ROXANN W. BOULDIN
(print name)

My Commission expires 7/6/2014



APPENDIX

International Patent Application PCT/US2009/001819 filed 24 March 2009
U.S. Patent Application No. 12/934,424 filed 24 March 2009
International Patent Application PCT/US2009/001822 filed 24 March 2009
U.S. Patent Application No. 12/934,366 filed 24 March 2009
International Patent Application PCT/US2009/001813 filed 24 March 2009
U.S. Patent Application No. 12/934,251 filed 24 March 2009
U.S. Patent Application No. 09/909122 filed 19 July 2001 (Patent No. 6914050)
U.S. Patent Application No. 10/050692 filed 16 January 2002 (Patent No. 6894027)
U.S. Patent Application No. 11/038014 filed 18 January 2005 (Patent No. 7304035)
U.S. Patent Application No. 09/909348 filed 19 July 2001 (Patent No. 6815416)
U.S. Patent Application No. 10/050688 filed 16 January 2002 (Patent No. 6855687)
U.S. Patent Application No. 10/766752 filed 27 January 2004 (Patent No. 7049294)
U.S. Patent Application No. 11/397310 filed 4 April 2006 (Patent No. 7378500)
U.S. Patent Application No. 12/154660 filed 23 May 2008
Japan Patent Application No. 2003-518575 filed 16 January 2002 (Patent No. 4192093)
Switzerland Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)
Sweden Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)
Spain Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)
Netherlands Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)
Luxembourg Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)
Italy Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. 31159BE/2006)
Ireland Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)
United Kingdom Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)
Hong Kong Patent Application No. 04108700.0 filed 16 January 2002 (Patent No. HK1065719)
Germany Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. 60212143.4-08)
France Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)

Finland Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)

Denmark Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)

Belgium Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. EP1414487)

Austria Patent Application No. 02703130.1 filed 16 January 2002 (Patent No. E328606)

China Patent Application No. 02818572.2 filed 16 January 2002 (Patent No. ZL02818572.2)

Canada Patent Application No. 2455756 filed 16 January 2002

Australia Patent Application No. 2002236768 filed 16 January 2002 (Patent No. 2002236768)