

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jason P. Hodde	02/22/2008
David M.J. Ernst	02/14/2008
Lal Ninan	02/26/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Cook Biotech Incorporated
<b>Street Address:</b>	1425 Innovation Place
<b>City:</b>	West Lafayette
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47906
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13225585
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)637-7561
<b>Phone:</b>	317-634-3456
<b>Email:</b>	docketdept@uspatent.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Kenneth A. Gandy
<b>Address Line 1:</b>	Woodard, Emhardt, Moriarty, McNett et al
<b>Address Line 2:</b>	111 Monument Circle, Suite 3700
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204
<b>ATTORNEY DOCKET NUMBER:</b>	003433-001340
<b>NAME OF SUBMITTER:</b>	Carol A. Thomas
Total Attachments: 6	

OP \$40.00 13225585

**501727273**

**PATENT**  
**REEL: 027243 FRAME: 0682**

source=PA-9007 Assignment#page1.tif  
source=PA-9007 Assignment#page2.tif  
source=PA-9007 Assignment#page3.tif  
source=PA-9007 Assignment#page4.tif  
source=PA-9007 Assignment#page5.tif  
source=PA-9007 Assignment#page6.tif

## ASSIGNMENT

Jason P. Hodde, of 912 Lindberg, West Lafayette, Indiana 47906, USA  
David M.J. Ernst of 820 Gardenbrook Circle, Apt. K, Indianapolis, Indiana 46202, USA  
Lal Ninan, of 2300 Waltzer Road, #5, Santa Rosa, California 95403, USA

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

### **GRAFT MATERIALS CONTAINING ECM COMPONENTS, AND METHODS FOR THEIR MANUFACTURE,**

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. 11/851,923

which was filed on September 7, 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 February 22, 2008 or effective as of the conception date of the Inventions if earlier.

WITNESS Assignor's hand this 22 day of February, 2008.




Jason P. Hodde

STATE OF Indiana )  
COUNTY OF Tipton ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Jason P. Hodde, 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 22 day of February, 2008.



Notary Public

Printed Name: PATRICIA F. CORBETT

Resident of TIPTON County

My Commission Expires:

11/03/2015

ASSIGNMENT

WITNESS Assignor's hand this 14 day of February, 2008.

David M.J. Ernst  
David M.J. Ernst

STATE OF Indiana )  
COUNTY OF Tipton ) : SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, David M.J. Ernst, 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 14 day of February, 2008.

Patricia F. Corbett  
Notary Public

Printed Name: PATRICIA F. CORBETT

Resident of TIPTON County

My Commission Expires:

11/03/2015

ASSIGNMENT

WITNESS Assignor's hand this 26 day of February, 2008.

Lal Ninan  
Lal Ninan

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

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Lal Ninan, 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.

\_\_\_\_\_  
Notary Public

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

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

My Commission Expires:  
\_\_\_\_\_

\* - Please note as per Calif  
state law - see attached  
loose notary certificate

Cherise Barr. notary  
Feb. 26, 2008

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

On Feb 26, 2008 before me,

Date

Cheralyn Barr

Here Insert Name and Title of the Officer

personally appeared

Lal Ninsin

Name(s) of Signer(s)



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

Cheralyn Barr

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

Assignment Continuation of Patent

Document Date:

none

Number of Pages:

2 pgs

Signer(s) Other Than Named Above:

none

### Capacity(ies) Claimed by Signer(s)

Signer's Name:

Lal Ninsin

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: Self

Signer Is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



RIGHT THUMBPRINT OF SIGNER

Top of thumb here

