

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 07680.0064-01000

To the Director of the U.S. Patent and Trademark Office:
Please record the attached original documents or copy thereof.

Mail Stop Assignment Recordation Services

1. Name of conveying party(ies): Tracey LODIE Michele YOUD Ross TUBO Scott EISENBEIS		2. Name and address of receiving party(ies): Name: Genzyme Corporation	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Internal Address:	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9494, Confirmatory License <input type="checkbox"/> Other:		Street Address: 500 Kendall Street City: Cambridge	
Execution Date: June 19, 2008; June 17, 2008; June 18, 2008; and June 18, 2008		State: Massachusetts Zip Code: 02142 Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:			
A. Patent Application Number(s): 13/193,469 Additional numbers attached?		B. Patent Number(s): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Leslie A. McDonell (202) 408-4000 Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P. Street Address: 901 New York Avenue, N.W. City: Washington, D.C. State: Zip: 20001-4413		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) and 3.41): \$40 <input type="checkbox"/> Enclosed (Please charge deficiency or credit overpayment to deposit account 06-0916) <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit Account No.: 06-0916	
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. Signed: <u>Adam M. Breier</u> October 16, 2012 Adam M. Breier, Ph.D. Date Reg. No. 63,718 Total number of pages including cover sheet, attachments and documents: 6			

CH \$40.00 060916 13193469

Attorney Docket No. 5422 P

ASSIGNMENT

WHEREAS, We, **Tracey Lodie, Michele Youd, Ross Tubo, and Scott Eisenbeis** residing respectively at 16B Millers Way, Sutton, MA 01590, 10 Centre Street, Lexington, MA 02421, 208 Wilson Avenue, Quincy, MA 02170 and [INVENTOR ADDRESS] have made a new and useful invention described in a national application for Letters Patent of the United States, entitled

METHOD OF TREATING AUTOIMMUNE DISEASE WITH MESENCHYMAL STEM CELLS

filed on August 9, 2007 in the United States Patent and Trademark Office and having Serial No. 60/954,973 and

WHEREAS, Genzyme Corporation (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 500 Kendall Street Cambridge, Massachusetts 02142, U.S.A., desires to acquire our entire right, title and interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories, and all foreign countries, including but not limited to Canada, in and to any and all said inventions as described in said national application, together with our entire right, title and interest in and to the said national application and all U.S. and foreign applications which correspond to or claim priority therefrom (including any provisional, substitution, divisional, continuation, continuing prosecution or continuation-in-part applications and the like), and all Letters Patent that issue from any of the above, including re-issues, re-examinations, and extensions thereof; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world, including but not limited to Canada, any and all Letters Patent by attorneys and agents of ASSIGNEE'S selection and the right to procure the grant of, license, and enforce all such Letters Patent to ASSIGNEE for its own name as ASSIGNEE of our entire right, title and interest therein;

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AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid inventions, applications and Letters Patent to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, including but not limited to Canada, and the execution of said aforementioned provisional, substitution, divisional, continuation, continuing prosecution or continuation-in-part applications, and all Letters Patent that issue from any of the above, including re-issues, re-examinations, and extensions thereof, and preliminary or other statements and the giving of testimony in any interference or any other legal proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives;

AND, we hereby further Covenant 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 us, and that full right to convey the same as herein expressed is possessed by us.

Signature Tracey Lodie Date 6-19-08
Inventor Tracey Lodie

Commonwealth of MASSACHUSETTS)
County of Middlesex) SS

On this 19th day of June, 2008 before me, the undersigned notary public, personally appeared Tracey Lodie.

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was

(SEAL)

Burton Jean Hagen Notary Public

My commission expires June 25, 2010

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Signature Michele Yond Date 06/17/08
Inventor Michele Yond

Commonwealth of MASSACHUSETTS)
County of Middlesex) SS

On this 17th day of June, 2008, before me, the undersigned notary public, personally appeared Michele Yond,

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was

(SEAL)

[Signature] Notary Public

My commission expires 10/24/2008

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Signature Ross Tubo Date June 18, 2008
Inventor **Ross Tubo**

Commonwealth of MASSACHUSETTS)
County of Worcester) SS

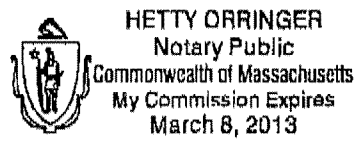
On this 18th day of June, 2008, before me, the undersigned notary public, personally appeared _____,

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was

(SEAL)

Hetty Orringer Notary Public

My commission expires 3/8/2013



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Signature *Scott Eisenbeis* Date June 18, 2008
Inventor Scott Eisenbeis

Commonwealth of MASSACHUSETTS)
County of Worcester) SS

On this 18th day of June, 2008, before me, the undersigned notary public, personally appeared Scott Eisenbeis.

- personally known to me, or
- proved to me through satisfactory evidence of identification, which was

(SEAL)

Hetty Orringer Notary Public

My commission expires 3/8/2013

