

11/08/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



HEET

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Robert G. Matheny

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 2, 2012

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Cormatrix Cardiovascular, Inc.

Internal Address: Suite 200

Street Address: 286 South Main Street

City: Alpharetta

State: GA

Country: USA Zip: 30009

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

13/537,566

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Ralph C Francis

Internal Address: Francis Law Group

Street Address: 512 Westline Drive, Suite 301

City: Alameda

State: CA Zip: 94501

Phone Number: 510.523.6200

Docket Number: CM-02-018CIP

Email Address: rcf@francislaw.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name 11/09/2012 AMILLINS 00000010 13537566

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9. Signature:

Signature

Date

Ralph C Francis

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, **Robert G. Matheny**, a resident of the State of Georgia, hereinafter referred to as ASSIGNOR, has invented a new and unobvious invention entitled

EXTRACELLULAR MATRIX ENCASEMENT STRUCTURES AND METHODS
for which he has made application for Letters Patent of the United States, such invention being described in and identified in said application having a filing date of **September 24, 2012**, and a Serial Number of **13/537,566**, and

WHEREAS, **Cormatrix Cardiovascular, Inc.**, a Georgia corporation having a place of business at 286 South Main Street, Suite 200, Alpharetta, GA 30009, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said application and said invention, in and to any and all improvements relating to said invention, and in and to Letters Patent thereon, when granted in the United States and all foreign countries; and

WHEREAS, ASSIGNOR acknowledges that pursuant to his contractual obligations, and/or the terms of this instrument, he is under a continuing obligation to assign all right, title and interest in, to and under the invention which is the subject of his application for Letters Patent and any improvements thereof and all divisions, and continuations thereof, to ASSIGNEE, its successors, legal representatives and assigns in accordance with this instrument;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR:

1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE, the entire right, title and interest in and to said application and said invention and improvements; including all priority rights under the International Convention associated with the filing of said application, for each country of the Union; and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign countries, including each and every Letters Patent granted on any application which is a division, substitution, continuation or continuation-in-part of any application relating to said invention or improvements, and in and to each and every reissue or extension of said Letters Patent.

2. ASSIGNOR hereby warrants, covenants and represents the fact to be that he has not heretofore granted any license, right or privilege in respect to the said application or said invention or improvements, or in any other way encumbered the same, and that he has the full right to convey, free of all licenses and encumbrances, the entire interest hereby assigned.

3. ASSIGNOR covenants and agrees that at the request and expense of ASSIGNEE he will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent in ASSIGNEE, and execute all oaths and other papers necessary or desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by ASSIGNEE, for reissuance of said Letters Patent, or for the filing of foreign countries of applications for Letters Patent conferring said invention or improvements.

4. ASSIGNOR further covenants and agrees that at the expense and request of ASSIGNEE he will promptly assist ASSIGNEE in interference proceedings involving said invention or improvements, and in litigation involving said Letter Patent, and will assist in the ascertainment of facts and the production of evidence relating to said invention or improvements.

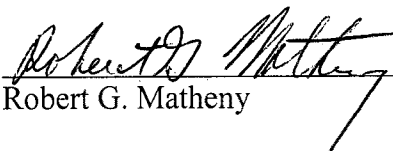
5. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other, legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assigns.

6. ASSIGNOR hereby authorizes the U.S. Commissioner for Patents to issue the United States Letters Patent on his invention, when granted, unto

Cormatrix Cardiovascular, Inc.

its successors, assigns and other legal representatives in accordance with this agreement.

IN TESTIMONY WHEREOF, I, Robert G. Matheny, have executed and delivered this instrument this 2nd day of NOVEMBER, 2012.


Robert G. Matheny