

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACELL GROUP LIMITED	01/31/2012
RECEIVING PARTY DATA	
Name:	ACELL HOLDINGS LIMITED
Street Address:	Frances House, Sir William Place
City:	St. Peter Port, Channel Islands
State/Country:	GUERNSEY
Postal Code:	GY1 4HA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12681161
CORRESPONDENCE DATA	
Fax Number:	6123329081
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612.332.5300
Email:	cmanthie@merchantgould.com
Correspondent Name:	Eric E. DeMaster
Address Line 1:	P.O. BOX 2903
Address Line 2:	Merchant & Gould P.C.
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0903
ATTORNEY DOCKET NUMBER:	16206.5FPWO
NAME OF SUBMITTER:	Eric E. DeMaster
Total Attachments: 6 source=Signed Assignment - Acell Grp to Acell Holdings#page1.tif source=Signed Assignment - Acell Grp to Acell Holdings#page2.tif source=Signed Assignment - Acell Grp to Acell Holdings#page3.tif source=Signed Assignment - Acell Grp to Acell Holdings#page4.tif source=Signed Assignment - Acell Grp to Acell Holdings#page5.tif source=Signed Assignment - Acell Grp to Acell Holdings#page6.tif	

OP \$40.00 12681161

THIS ASSIGNMENT is made on the 31st day of January 2012

BETWEEN:-

- (1) **ACELL GROUP LIMITED** a company registered in England under company registration number 05806527 whose registered office is at 165 Pembroke Close, Banstead, Surrey, England, SM7 2BH ("Acell Group Ltd"); and
- (2) **ACELL HOLDINGS LIMITED** a company registered in England under company registration number 30567 whose registered office is at Frances House, Sir William Place, St. Peter Port, Guernsey, Channel Islands, GY1 4HA ("Acell Holdings");

each "a Party" and together "the Parties".

WHEREAS:-

- (A) By way of an assignment agreement dated 23 January 2012 between the Parties (the "Patent Assignment Agreement"), Acell Group Ltd assigned to Acell Holdings its interest in the granted patents and patent applications set out in an annex to the Patent Assignment Agreement.
- (B) The Parties wish to ensure that any related intellectual property rights are fully vested in Acell Holdings.
- (C) To the extent that any other Patent Rights or Unregistered IP Assets (both as defined below) remain vested in Acell Group Ltd, then Acell Group Ltd wishes to assign the same to Acell Holdings and Acell Holdings wishes to receive the same, subject to and in accordance with the terms and conditions of this Assignment.

IT IS AGREED AS FOLLOWS:-

1. Definitions and Interpretation

In this Assignment the following terms shall have the following meanings:-

- 1.1 "Acell Foam" means an open cell, frangible foam comprising phenolic resole resin, inert fillers and catalyst which has been developed, modified and/or improved by or on behalf of Aldino Albertelli of 303 Whitehouse Lane, London, SE25 6UG, UK, Acell Group Ltd and/or its Affiliates;
- 1.2 "Acell Foam Business" means the business of developing, manufacturing and supplying: (i) Acell Foam; (ii) products incorporating Acell Foam; and/or (iii) products developed or produced using Acell Foam and licensing third parties to do the same, as carried on by Acell Group Ltd and/or its Affiliates prior to the date of this Assignment;
- 1.3 "Affiliate" in respect of Acell Group Ltd, means Acell Holdings, Acell s.r.l. of Corse Monforte 2, Milan, Italy, Acell

Holdings 2011 Limited registered in England and Wales with number 07502090 and any entity that directly or indirectly controls, is controlled by, or is under common control with Acell Group Ltd. In the case of companies and corporations "control" and "controlled" means beneficial ownership of more than fifty percent of the voting stock, shares, interest or equity in an entity. In the case of any other legal entity, "control" and "controlled" shall exist through the ability to directly or indirectly control the management and/or business of the legal entity;

1.4 **"Know-how"**

means any methods, techniques, processes, discoveries or inventions (whether patentable or not), specifications, recipes, formulae, designs, plans, drawings, data or other technical information relating to Acell Foam and/or the Acell Foam Business;

1.5 **"Manuals"**

means any operating manuals, technical literature or other documents or materials produced by Acell Group Ltd or any of its Affiliates which record any of the Know-how;

1.6 **"Patent Rights"**

means any patents or patent applications anywhere in the world relating to the Acell Foam and/or the Acell Foam Business; and

1.7 **"Unregistered IP Assets"**

means: (i) the Know-how; (ii) all copyright subsisting in the Manuals; (iii) all other unregistered intellectual property rights relating to the Acell Foam Business.

2. **Assignment of IP**

2.1 To the extent that Acell Group Ltd has any right, title or interest in or to any Patent Rights and/or Unregistered IP Assets anywhere in the world and in consideration of the sum of £1.00 (receipt of which Acell Group Ltd hereby acknowledges), Acell Group Ltd hereby assigns to Acell Holdings with full title guarantee all such right, title and interest to the extent that it has not already transferred the same to Acell Holdings under the Patent Assignment Agreement.

2.2 This Assignment shall include any right to sue for damages or other remedies in respect of any infringement or misuse of such Patent Rights and Unregistered IP Assets including the right to sue for any infringement or misuse prior to the date of this Assignment.

3. **Further Assurance**

Acell Group Ltd shall promptly execute and deliver all such documents, and do all such things, as Acell Holdings may from time to time reasonably require for the

purpose of giving full effect to the provisions of this Assignment and ensuring that all of the Patent Rights and Unregistered IP Assets fully vest in Acell Holdings.

4. Governing Law and Jurisdiction

This Assignment and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims), are governed by and shall be construed in accordance with the laws of England.

EXECUTED by the Parties on the day and year above written.

Signed for and on behalf of
Acell Group Limited

Signature

Name

Title

ADL ONE LIMITED
Corporate Director

Signed for and on behalf of
Acell Holdings Limited

Signature

Name

Title

ADL TWO LIMITED
Corporate Director

Authorised Signatory

Acell Group Limited

Report prepared by MATHYS & SQUIRE

Our Ref Year Ref Country	Patent Title Applicant	Application No / Dte	Inventors	Publication No	Registration No / date	Priority Date	Case Status	Renewal Due*
P31064	Method of forming composite products by pressure, related products and apparatus							
SMC	Acell Group Limited		Albertelli, Aldino; Fiech, Michael					
Australia		2008306632	03/10/2008			03/10/2007	Pending	02/10/2013
Brazil		PI 0817752-0	03/10/2008			03/10/2007	Pending	03/10/2012
Canada		2701595	03/10/2008			03/10/2007	Pending	03/10/2012
Chile		2010-323	05/04/2010				Pending	
China		200880118509.9	03/10/2008	101883675		03/10/2007	Pending	
European Patent Office		08806514.9	03/10/2008	2227378		03/10/2007	Pending	31/10/2011
United Kingdom		0719343.6	03/10/2007	2453308			Pending	
United Kingdom						03/10/2007	Not Proceeded With	
Israel		204863	03/10/2008			03/10/2007	Pending	
India		2622/DELNP/2010	03/10/2008			03/10/2007	Pending	
Japan		527534/2010	03/10/2008			03/10/2007	Pending	
Republic of Korea		2010-7009675	03/10/2008	10-83159		03/10/2007	Pending	
Mexico		MX/a/2010/003611	03/10/2008	MX/a/2010/003611		03/10/2007	Pending	
Russian Federation		2010116995	03/10/2008	200924957		03/10/2007	Pending	
Taiwan		97138125	03/10/2008	2010-0310823		03/10/2007	Pending	
United States of America		12/681161	03/10/2008	2010-0310823		03/10/2007	Pending	
Patent Cooperation Treaty		PCT/GB2008/00331	03/10/2008	WO2009/044169		03/10/2007	See National Phase	
P33083	Composite Product with Surface Effect							
Sandstone	Acell Group Limited		Albertelli, Aldino					
Canada		2741182	20/10/2009			20/10/2008	Pending	20/10/2012
European Patent Office		08756778.8	20/10/2009	2362831		20/10/2008	Pending	31/10/2011
United Kingdom		0819214.8	20/10/2008				Priority Only	
United Kingdom		0904912.3	23/03/2009	2484569		20/10/2008	Pending	
India		3700/DELNP/2011	20/10/2009			20/10/2008	Pending	
United States of America		13/125245	20/10/2009			20/10/2008	Pending	

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Our Ref Your Ref Country	Patent Title Applicant	Application No / Date	Inventors	Publication No	Registration No / date	Priority Date	Case Status	Renewal Due*
P33084	Wood veneer Acell Group Limited United Kingdom	PCT/GB2009/051414 0819212.2	20/10/2009 Albertelli, Aldino	WD2010/046699 2464541	20/10/2008	20/10/2008	See National Phase Pending	
P33085	Cool touch Acell Group Limited United Kingdom	0819213.0	Albertelli, Aldino 20/10/2008				Priority Only	
P33086	Patterned composite product Printed Veil Acell Group Limited European Patent Office United Kingdom India United States of America Patent Cooperation Treaty	09756777.0 0819210.6 3701/DELNP/2011 13/124799 PCT/GB2009/051414	Albertelli, Aldino; Frieh, Michael 20/10/2009 20/10/2008 20/10/2009 20/10/2009 20/10/2009	2346700 2464540 2011-0262721 WO2010/046698	20/10/2008 20/10/2008 20/10/2008 20/10/2008	20/10/2008 20/10/2008 20/10/2008 20/10/2008	Pending Pending Pending Pending See National Phase	31/10/2011
P34653	Composite Materials and Uses Thereof Acell Group Limited United Kingdom	1007758.3	10/05/2010				Withdrawn	
P34654	Bomb cladding Acell Group Limited United Kingdom Patent Cooperation Treaty	1012010.3 PCT/GB2010/052019	Albertelli, Aldino; Frieh, Michael 16/07/2010 15/12/2010	2482030	16/07/2010	16/07/2010	Pending Pending	
P35195	Composite products Acell Group Limited		Albertelli, Aldino; Frieh, Michael					

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Our Ref Your Ref Country	Patent Title Applicant	Application No / Date	Inventors	Publication No	Registration No / date	Priority Date	Case Status	Renewal Due*
United Kingdom		1007759.1	10/05/2010	2480253			Pending	

*Please Note: Renewal due dates in countries with a time zone of GMT +05:00 or greater will appear one day earlier than the actual due date. In that country to compensate for time differences when sending instructions. If instructions are received after close of business on the date indicated, surcharges may be incurred.