PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2581864

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PART	Y DATA	1			
N			lame Execution Date	e	
HOWARD DAVID DEAN			10/14/2012		
ALEXANDROS TH. MOULLAS			05/15/2012		
ROBERT RATCHESON			04/23/2012		
KRISHNAMOORTHY SUBRAMANYAN			05/13/2012		
RECEIVING PARTY	DATA				
Name:	OSTEOPLASTICS LLC				
Street Address:	3465 ROLLIN	3465 ROLLING HILLS DRIVE			
City:					
State/Country:	Оню				
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Postal Code:	44124				
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NAME OF SUBMITTER:	MICHAEL A DAVITZ				
Signature:	/Michael A. Davitz/				
Date:	10/17/2013				
Total Attachments: 29					
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Exhibit 3.1

EXECUTED ASSIGNMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this ______ day of _______2012 (the "Effective Date"), by and between Howard David Dean, Ph.D., an individual of 19801 Malvem Road, Shaker Heights, Ohio 44122 ("Assignar") and Osteoplastics LLC, a limited liability company, of Ohio ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS. Assignor is the owner of all rights, title and interest in and to the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");

WHEREAS, Assignor and Assignce have agreed by a Technology Transfer Agreement (the "Transfer Agreement") dated April 23, 2012, by and between Assignor and Assignce, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignce and Assignce shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW. THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuum to the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT

- 1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents and utility models, which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the country in which any such application is filed, as may be applicable; and all applications for industrial property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, all applications for patents and utility models which may hereafter be filed for said Patents in any country is which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents and utility models which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, and inventors' certificates which may be granted for said Patents in any country or countries and all extensions, renewals and reissues thereof.
- 2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, it successors, assigns and legal representatives, or to such nominees as it may designate.
- Assignor agrees that, whenever reasonably requested by Assignee. Assignor will take reasonable efforts
 to execute all papers, take all rightful onths, and do all acts which may be reasonably necessary for
 securing and maintaining rights to the Patents in any country and for vesting title thereto in Assignee, its
 successors, assigns and legal representatives or nominees.

- 4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 6. All of the rights, title and interest in and to the Patents transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignar

Name: Howard David Dean, Ph.D.

0/14/2012

Date:

Assignee

Name: Osteoplastics LLC

By: Joel Rube

Title: CEO

Date 10/14/2012

SCHEDULE A

UNITED STATES PATENTS AND PATENT APPLICATIONS

1) U.S. Patent No. 6,849,223. Grant Date February 1, 2005

2) U.S. Patent No. 7,702,380, Grant Date April 20, 2010

3) U.S. Patent No. 7,747,305. Grant Date June 29, 2010

Pending Applications

1) U.S. Application No. 12/720.518, Date Filed March 9, 2010

2) U.S. Application No. 13/228,517, Date Filed September 9, 2011

3) PCT Application No. PCT/US11/48620, Date Filed August 22, 2011 (designating the US)

SCHEDULE B

FOREIGN PATENTS AND PATENT APPLICATIONS

PCT Application No. PCT/US11/48620, Date Filed August 22, 2011

Exhibit 3.1

EXECUTED ASSIGNMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this $\frac{15}{100}$ day of $\underline{M_{wl}}$, 2012 (the "Effective Date"), by and between Alexandros Th. Moullas DDS, MSD, PhD, 37 Pavlou Mela, 54622 Thessaloniki, Greece EU ("Assignor") and Osteoplastics LLC, a limited liability company, of Ohio ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");

WHEREAS, Assignor and Assignee have agreed by a Technology Transfer Agreement (the "Transfer Agreement") dated 5/2, 2012, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignce and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

- I. ASSIGNMENT
- 1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents and utility models, which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents and utility models which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, and inventors' certificates which may be granted for said Patents in any country or countries and all extensions, renewals and reissues thereof.
- Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, it successors, assigns and legal representatives, or to such nominees as it may designate.

PATENT REEL: 031433 FRAME: 0815

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- 3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take reasonable efforts to execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining rights to the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 6. All of the rights, title and interest in and to the Patents transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

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Assigno

Alexandros Th. Moullas DDS, MSD, PhD

Assignee 120

Osteoplastics, LLC

By: Joel Rube

Title: CEO

SCHEDULE A

UNITED STATES PATENTS AND PATENT APPLICATIONS

Pending Applications

- 1) U.S. Application No. 12/720,518, Date Filed March 9, 2010
- 2) U.S. Application No. 13/228,517, Date Filed September 9, 2011

SCHEDULE B

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FOREIGN PATENTS AND PATENT APPLICATIONS

None

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Exhibit 3.1

EXECUTED ASSIGNMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 2.3 day of March 2012 (the "Effective Date"), by and between Robert Ratcheson, M.D. an individual of 2871 Attleboro Road, Shaker Heights, OH 44120("Assignor") and Osteoplastics LLC, a limited liability company, of Ohio ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");

WHEREAS, Assignor and Assignee have agreed by a Technology Transfer Agreement (the "Transfer Agreement") dated March 2 - 3, 2012, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

- I. ASSIGNMENT
- 1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents and utility models, which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents and utility models which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, and inventors' certificates which may be granted for said Patents in any country or countries and all extensions, renewals and reissues thereof.
- 2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, it successors, assigns and legal representatives, or to such nominees as it may designate.

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- 3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take reasonable efforts to execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining rights to the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 6. All of the rights, title and interest in and to the Patents transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor

Name: Robert Ratcheson, M.D. Date:

Assignee

Name: Osteoplastics LLC

By: Joel Rube

Title: CEO

Date: 6/28/2012

SCHEDULE A

UNITED STATES PATENTS AND PATENT APPLICATIONS

1) U.S. Patent No. 7,702,380 Grant Date April 20, 2010

2) U.S. Patent No. 7,747,305 Grant Date June 29, 2010

3) U.S. Application No. 12/720, 518 Date Filed March 9, 2010

4) U.S. Application No. 13/228,517 Date Filed September 9, 2011

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SCHEDULE B

FOREIGN PATENTS AND PATENT APPLICATIONS

None

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TECHNOLOGY TRANSFER AGREEMENT

This Technology Transfer Agreement (the "Agreement") is being made and entered into on $\leq 1/2$, 2, 2012 by and between Osteoplastics, LLC, a company organized and existing under the laws of Ohio (the "Company") of 3465 Rolling Hills Drive, Pepper Pike, Ohio 44124 and Krishnamoorthy Subramanyan, Ph.D., of 4733 Burr Oak CT, Palatine II, 60067, ("Transferur").

- WHEREAS, Transferor owns certain rights related to the patents and patent applications as detailed in Exhibit A attached hereto (the "Patents"); and
- WHEREAS, the Company's business plan involves taking advantage of and commercializing the Patents; and
- WHEREAS, Transferor wishes therefore to transfer to the Company all of his title, right and interest in and to the abovementioned rights, and the Company wishes to accept all such rights, and

WHEREAS, the parties wish to set forth in writing the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and intending to be legally bound hereby, the parties agree as follows:

- 1. <u>Preamble</u>
 - 1.1. The Recitals hereto consist an integral part hereof.

1.2. The headings of the Sections and sub-Sections of this Agreement are for convenience of reference only and are not to be considered in constructing this Agreement.

1.3. For the purposes of this Agreement, the term "Technology Rights" shall mean any and all rights which Transferor owns with regard to the Patents, including any related moral rights, know how, trade secrets and information, and including all documents, data and information related to the aforesaid, in any form whatsoever, and all permits, grants and licenses or other rights running to or from Transferor relating to any of the foregoing.







3. <u>Transfer of the Technology Rights</u>

- 3.1. As of the Closing, Transferor absolutely, fully and irrevocably transfers, assigns, conveys and delivers to the Company any and all of the Technology Rights, and the Company hereby acquires and takes assignment and delivery of all and any said Technology Rights. Further, Transferor and the Company will execute the Assignment Agreement ("Assignment Agreement") attached hereto as Exhibit 3.1.
- 3.2. To remove any doubt, this transfer, assignment, conveyance and delivery is on a worldwide basis and includes all and any of Transferor's rights of any type or nature whatsoever with regard to the Technology Rights, for the ownership, use and benefit of the Company, its successors, assigns and legal representatives.
- 3.3. Transferor hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as may be required by the Company in order to cause all and any of the Technology Rights to vest in the Company, its successors, assigns and legal representatives.
- 3.4. Without derogating from the above provisions, Transferor shall transfer to the Company, within seven (7) days from the Execution Date, all documents, data in tangible form and information related to the Technology Rights.
- 3.5. The Company shall have the sole right to file, prosecute, and maintain all the Technology Rights that are assigned by the Transferor and shall have the right to determine whether or not, and where, to enforce the Technology Rights, to discontinue the prosecution of any Technology Rights, or to abandon the Technology Rights.















IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first written above.

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Krishnamoorthy Subramanyan, Ph.D.

Osteoplastics, LLC

By: Joel Rube, CEO

Company

Transferor

<u>Exhibit A</u>

The Patents

Pending Applications

- 1) U.S. Application No. 12/720, 518, Date Filed March 9, 2010
- 2) U.S. Application No. 13/228,517, Date Filed September 9, 2011

Exhibit 2.2

None

Exhibit 2.4

None

Exhibit 3.1

EXECUTED ASSIGNMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this ______ day of ______, 2012 (the "Effective Date"), by and between Krishnamoorthy Subramanyan, Ph.D., an individual of 4733 Burr Oak CT, Palatine II. 60067 ("Assigner") and Osteoplastics LLC, a limited liability company, of Ohio ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");

WHEREAS, Assignor and Assignee have agreed by a Technology Transfer Agreement (the "Transfer Agreement") dated _______, 2012, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

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1. Assignor hereby transfers, assigns and sets over to Assignce all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents and utility models, which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents and utility models which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, and inventors' certificates which may be granted for said Patents in any country or countries and all extensions, renewals and reissues thereof.

 Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or conotries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, it successors, assigns and legal representatives, or to such nominces as it may designate.

- 3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take reasonable efforts to execute all papers, take all rightful eaths, and do all acts which may be reasonably necessary for securing and maintaining rights to the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
- 4. Assignor authorizes and empowers Assignce, its successors, assigns and logal representatives or nominees, to invoke and claim for any application for patent, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 6. All of the rights, title and interest in and to the Patents transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor

Name: Krishnamoorthy Subramanyan, Ph.D. I and provide the second as a second of the second on the decision of the decision of the second of Date: _

Assignce

Name: Osteoplastics LLC

By: Joel Rube

Title: CEO

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SCHEDULE A

UNITED STATES PATENTS AND PATENT APPLICATIONS

Pending Applications

- 1) U.S. Application No. 12/720, 518, Date Filed March 9, 2010
- 2) U.S. Application No. 13/228,517, Date Filed September 9, 2011

SCHEDULE B

FOREIGN PATENTS AND PATENT APPLICATIONS

None

Exhibit 4.1

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Exhibit 4.2

TRANSFEROR ACCOUNT INFORMATION

Bank:

Account Number:

Routing Number:

Seller Tax ID Number: