

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2876606

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEM CELL PARTNERS, INC.	04/26/2014
RECEIVING PARTY DATA		
Name:	MICROAIRE SURGICAL INSTRUMENTS, LLC	
Street Address:	3590 GRAND FORKS BLVD.	
City:	CHARLOTTESVILLE	
State/Country:	VIRGINIA	
Postal Code:	22911	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13199129	
CORRESPONDENCE DATA		
Fax Number:	(650)327-3231	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6503273400	
Email:	zuehlke@bozpat.com	
Correspondent Name:	BOZICEVIC FIELD & FRANCIS LLP	
Address Line 1:	1900 UNIVERSITY AVENUE	
Address Line 2:	SUITE 200	
Address Line 4:	EAST PALO ALTO, CALIFORNIA 94303	
ATTORNEY DOCKET NUMBER:	MASI-002	
NAME OF SUBMITTER:	BRET E. FIELD	
SIGNATURE:	/Bret E. Field, Reg. No. 37,620/	
DATE SIGNED:	05/29/2014	
Total Attachments: 6		
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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made by and between Stem Cell Partners, Inc., having a principle place of business at 1163 7th Ave., Sacramento, CA 95818, a Limited Liability Company organized under the laws of California, its successors and assigns ("Assignor", a "Party" or one of the "Parties"), and MicroAire Surgical Instruments, LLC, 3590 Grand Forks, Blvd., Charlottesville, Virginia 22911, a limited liability company organized under the laws of Delaware, its successors and assigns ("Assignee", a "Party" or one of the "Parties").

BACKGROUND

Pursuant to a certain *IP Purchase Agreement* dated *April 26, 2014* (the "Transaction Agreement"), Assignor has agreed to transfer to Assignee the entire and exclusive right, title and interest in and to certain intellectual property identified in the Schedule attached hereto (the "Intellectual Property"), and Assignee has agreed to buy the entire and exclusive right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Assignment Agreement is made in performance of Assignor's obligations under the Transaction Agreement, which is incorporated by reference as if fully restated herein. In the event of any conflict between the terms of this Assignment Agreement and the terms of the Transaction Agreement, the terms of this Assignment Agreement shall control with respect to any matters specifically addressed herein.

2. (a) Assignor shall and hereby does irrevocably grant, sell, transfer, assign, quitclaim and deliver to Assignee in perpetuity Assignor's entire right and interest in and to, with all associated goodwill and any additional right, title and interest in and to, each and every item of Intellectual Property identified on the attached Schedule, which may or may not be registered or represented by a certificate, including, without limitation, any part of such Intellectual Property, in all countries throughout the world, both within the United States of America and its states, possessions and dependencies and in all foreign countries, together with the right of Assignee to register the Intellectual Property in Assignee's own name.

(b) Assignor shall promptly execute and deliver to Assignee without further consideration any additional documents or instruments or further assurances, and all forms or applications for the Intellectual Property for any jurisdiction, which may be deemed necessary by Assignee fully to secure to Assignee its rights and interests in and to the Intellectual Property, including, but not limited to, any documents for recording assignments made by this Assignment Agreement. If Assignor fails promptly to execute and deliver such documents or instruments or further assurances as required by this Assignment Agreement, Assignee shall be and hereby is authorized and appointed by Assignor as attorney-in-fact to make, execute and deliver any and all such documents or instruments or further assurances. Assignee is specifically empowered,

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but not obligated, to secure the rights and registrations pertaining to the Intellectual Property in its own name.

(c) Assignor will indemnify Assignee and hold Assignee harmless from and against any and all damages, claims, demands, liabilities or expenses (including, but not limited to, reasonable attorneys' fees) which Assignee may suffer or incur because of any breach of Assignor's representations, warranties, covenants or agreements made by or as a result of this Assignment Agreement. By way of example and not limitation, Assignor's obligations under this paragraph 2(c) would apply, for example, if Assignor did not own Intellectual Property transferred to Assignee under this Assignment Agreement, if Intellectual Property is transferred under this Assignment in violation of rights of a third party, or if any representations, warranties, covenants or agreements applicable to this Assignment Agreement are otherwise breached by Assignor.

(d) Any and all royalties, rents, payments or receipts from the sale, assignment, transfer, licensing or use of the Intellectual Property shall be the property of Assignee except royalties owed to Assignor outlined in the IP Purchase Agreement.

(e) Assignor represents, warrants and covenants that it has never granted, transferred, encumbered or assigned any right, title, license or interest in or to the Intellectual Property and will never do so in a manner inconsistent with the grant of rights made to Assignee in this Assignment Agreement.

(f) Assignor represents, warrants and covenants that prior to execution of this Assignment Agreement, Assignor's right, title and interest in the Intellectual Property has not been encumbered and that Assignor has not executed and will not execute any instrument in conflict with this Assignment Agreement.

(g) Assignor represents warrants and covenants that there is no outstanding litigation or claim affecting the Intellectual Property or the rights being assigned to Assignee.

3. (a) Entire Agreement. This Assignment Agreement, with the Schedule attached hereto, constitutes the entire agreement and sets forth the entire understanding of the Parties with respect to the subject matter of this Assignment Agreement, and there are no agreements, understandings, representations, warranties or covenants between the Parties other than those expressly set forth or incorporated by reference herein.

(b) Nonwaiver. The failure of either Party to assert a right under this Assignment Agreement or to insist upon compliance with any term or condition of this Assignment Agreement shall not constitute a waiver of that right or excuse a similar failure to perform any such term or condition by the other Party. No modification, renewal, or waiver of this Assignment Agreement or any of its provisions shall be binding upon the Party against whom enforcement of such modification, renewal, or waiver is sought, unless such modification, renewal or waiver is made in writing and signed on behalf of such Party by a duly authorized representative.

(c) Severability. The provisions of this Assignment Agreement are severable,

and if any provision of this Assignment Agreement is rendered or deemed void, unenforceable, or otherwise ineffective by operation of law, the other provisions of this Assignment Agreement shall not be affected and shall remain in full force and effect, and the Parties shall negotiate in good faith to replace such illegal, void or unenforceable provision with a provision that corresponds as closely as possible to the intentions of the Parties in this Assignment Agreement as expressed by such illegal, void or unenforceable provision.

(d) No Fiduciary or Agency Relationship. This Assignment Agreement does not create a fiduciary relationship between the Parties. Nothing in this Assignment Agreement is intended to make either Party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever.

(e) Notice. All notices shall be made in writing to the individuals noted below at the addresses noted below, and shall be delivered to the representative of Assignor or Assignee, as appropriate, at the address provided herein below, either personally, by reputable private delivery service, by facsimile transmission, by certified mail with return receipt requested, or by email with read receipt requested and received. If the individual to whom notices are to be given or the address to which notices are to be sent changes for any Party, that Party shall promptly notify the other Party accordingly.

(f) Construction and Interpretation. This Assignment Agreement shall be construed and interpreted without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted. Paragraph headings are used in this Assignment Agreement only for purposes of convenience; the Parties acknowledge that the headings may not completely describe the subject matter of the applicable paragraph and that headings shall not be used in any manner to construe, limit, define or interpret any term or provision of this Assignment Agreement.

(g) Governing Law. This Assignment Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of law rules thereof; provided, however, questions affecting the validity, enforceability or effect of any patent, trademark, copyright or other intellectual property shall be determined by the law of the jurisdiction under which the intellectual property right is created. Any legal action or proceeding relating to this Assignment Agreement or any document or instrument relating hereto shall be brought only in a court sitting in the Commonwealth of Virginia or courts hearing appeals therefrom. By execution and delivery of this Assignment Agreement, each Party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each party acknowledges and agrees that any breach of this Assignment Agreement would cause substantial irreparable injury to the non-breaching party far in excess of any harm caused to the breaching party and that money alone would not be sufficient to redress the injury. In the event of a breach or threatened breach or intended breach of this Assignment Agreement by either party, the non-breaching party shall be entitled, in addition to any and all other rights or remedies available to it at law or in equity, to a temporary restraining order, and to preliminary and final injunctions to enjoin and restrain such breach or threatened breach or intended breach. Each party further stipulates and agrees that, in the event of conduct giving rise to a dispute under this Assignment Agreement, the parties will

assent to a temporary restraining order, preliminary injunction, or other judicial order, without bond or with no more than a *de minimis* bond, to prohibit the conduct giving rise to the dispute pending final resolution of the dispute. In the event any Party finds it necessary to institute any suit, action, or other legal proceeding to enforce the terms of this Assignment Agreement or prevent violation of this Assignment Agreement, the Parties hereby agree and stipulate that any and all reasonable attorneys' fees and costs associated with such action will be paid to the prevailing Party by the non-prevailing Party if a court finds that the non-prevailing Party has breached the terms of this Assignment Agreement.

(h) Counterparts. This Assignment Agreement may be executed in one or more counterparts and any Party hereto may execute any such counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same document. It shall not be necessary in making proof of this document or any counterpart hereof to produce or account for any of the other counterparts.

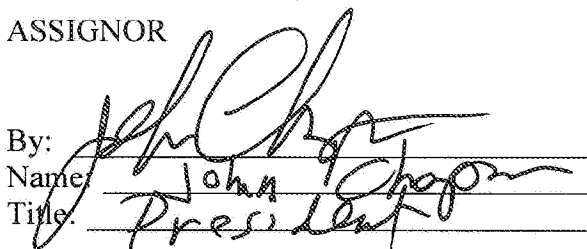
IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed on their behalf by the authorized persons whose signatures appear below. Effective as of this 26 day of April, 2014.

ASSIGNOR

By:

Name:

Title:


John Chapon
President

ASSIGNEE

By:

Name:

Title:


GEORGE SAIZ
President

SCHEDULE

Intellectual Property

Patents, Pending Patent Applications, and Invention Disclosures

Name or Title	Owner of Record	Country	Number (if any)
Centrifuge and Separation Vessel Therefore	Stem Cell Partners and its affiliates and employees	US	13/199,111;
Method for Separating a Sample into Density Specific Fractions	Stem Cell Partners and its affiliates and employees	US	13/199,119
Centrifuge Separation Method and Apparatus using a Medium Density Fluid	Stem Cell Partners and its affiliates and employees	US	13/199,129
Apparatus for Centrifugation and Methods Therefore	Stem Cell Partners and its affiliates and employees	US	13/768,234
Adipose Tissue Graft for Wound Healing	Stem Cell Partners and its affiliates and employees	US	13/623,576
Method for Preparation of Autologous Cell Compositions Derived from Adipose and Blood Tissues	Stem Cell Partners and its affiliates and employees	US	61/805,148
Tissue Graft for Inhibiting Adhesions and Promoting Healing	Stem Cell Partners and its affiliates and employees	US	61/925,246
Centrifuge and Separation Vessel Therefore	Stem Cell Partners and its affiliates and employees	EU	PCT/US2011/001467
Apparatus for Centrifugation and Methods Therefore	Stem Cell Partners and its affiliates and employees	US, EU	PCT/US2013/000036
Adipose Tissue Graft for Wound Healing	Stem Cell Partners and its affiliates and employees	US, EU	PCT/US2013/000215

Trademark Registrations, Pending Trademark Applications, and Unregistered Trademarks

Name or Title	Owner of Record	Country	Number (if any)

Name or Title	Owner of Record	Country	Number (if any)

Copyright Registrations, Pending Copyright Applications, and Unregistered Copyrights

Name or Title	Owner of Record	Country	Number (if any)

Other Intellectual Property

Name or Title	Owner of Record	Country	Number (if any)