PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2881294

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CHRISTOPHER MALCUIT	11/10/2010
LINDA LEMIEUX	12/02/2010
WILLIAM HOLMES	11/12/2010
PEDRO HUERTAS	03/24/2012
LUCY VILNER	11/10/2010

RECEIVING PARTY DATA

Name:	ADVANCED CELL TECHNOLOGY, INC.
Street Address:	33 LOCKE DRIVE
City:	MARLBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01752

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14254833

CORRESPONDENCE DATA

Fax Number: (617)646-8646

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.

Phone: 617-646-8000

Email: PATENTS MARYANNET@WOLFGREENFIELD.COM

Correspondent Name: WOLF, GREENFIELD & SACKS, P.C.

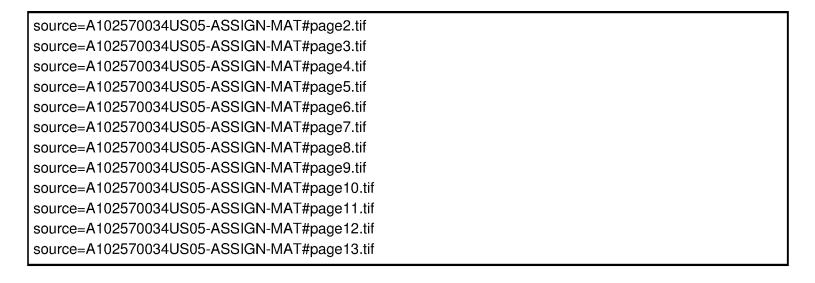
Address Line 1: 600 ATLANTIC AVENUE MARIA A. TREVISAN

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	A1025.70034US05	
NAME OF SUBMITTER:	NICOLE MILLETTE LAPOMARDO	
SIGNATURE:	/NICOLE MILLETTE LAPOMARDO/	
DATE SIGNED:	06/03/2014	

Total Attachments: 13

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ASSIGNMENT

WHEREAS, WE, Christopher MALCUIT, residing at 48 Old Belchertown, Ware, MA 01082; Linda LEMIEUX, residing 35 Kruse Road, Hubbardston, MA 01452; William HOLMES, residing at 355 May St., Worcester, MA 01602; Pedro HUERTAS, residing at 283 Simon Willard Road, Concord, MA 01742 and Lucy VILNER, residing at 5 Carlisle Avenue, Johnston, RI 02919 have invented certain new and useful improvements in and to the subject matter of:

Improved Methods of Producing RPE Cells and Compositions of RPE Cells

described in the United States Application No. 12/682,712 filed on April 12, 2010;

AND, WHEREAS, ADVANCED CELL TECHNOLOGY, INC., a corporation, having a place of business located at 33 Locke Dr. Marlborough, MA 01752 (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights to the improvements and under the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, we 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 (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, continuation-in-part, reexamination and reissue applications, based in whole or in part on said United States applications or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, including the aforesaid applications and any divisional, renewal, substitute, continuation, continuation-in-part, reexamination and reissue applications, based in whole or in part on said applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND WE hereby authorize and request our agent, Hunton & Williams LLP, whose address is 1900 K Street, Suite 1200, Washington, DC 20006-1109, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known.

AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE

its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND WE hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that we have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith:

AND WE do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

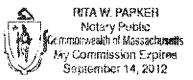
IN WITNESS WHEREOF, WE have hereunto set our hand and seal.

11/10/2010	Upa MM
Date / Christ	opher MALCUIT
County of Worces ter)	•
$\frac{ f / o zo_{1}o}{\text{Date}}$ County of Worcester $\text{State of Massachuse H s}$ State	
On this day of Dublic in and for the County and State aforesaid, pot to me known and known to me to be the perso foregoing instrument, and acknowledged the same to be the person foregoing instrument, and acknowledged the same to be the person foregoing instrument, and acknowledged the same to be the person foregoing instrument, and acknowledged the same to be the person foregoing instrument.	on of that name, who signed and soaled the to be of his free act and deed.
(SEAL)	Notary Public
	My Commission Expires
	MITA W. PAFKER Metary Public Common resident Massachusens My Commission Expires
	S compar 14, 2012

HUNTON & WILLIAMS LLP INTELLECTUAL PROPERTY DEPARTMENT 1900 K STREET, N.W. **SUTTE 1200 WASHINGTON, DC 20006-1109** (202) 955-1500 (TELEPHONE) (202) 778-2201 (FACSIMILE)

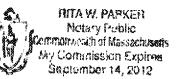
\$ summar 14, 2012

12-2-10	I de La
Date ,	Linda LEMIEUX
County of Worcester)	
County of Worcester) State of Massachusetts) ss.	
Public in and for the County and State afore	said, personally appeared Linco Lembers, 2010, before me a Notary person of that name, who signed and sealed the same to be of his free act and deed
(SEAL)	Notary Public My Commission Expires



HUNTON & WILLIAMS LLP
INTELLECTUAL PROPERTY DEPARTMENT
1900 K STREET, N.W.
SUITE 1200
WASHINGTON, DC 20006-1109
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(202) 778-2201 (FACSIMILE)

11/12/2016 Date	Wellin Alla
Date	William HOLMES
County of Worces ter State of Mossochusett)) ss.
State of Mossochusett	5)
Public in and for the County and to me known and known to me	day of <u>November</u> , 2010, before me a Notary State aforesaid, personally appeared <u>Allien Holmes</u> to be the person of that name, who signed and sealed the vieldged the same to be of his free act and deed.
(SEAL)	Notary Public My Commission Expires



Hunton & Williams LLP
Intellectual Property Department
1900 K Street, N.W.
Suite 1200
Washington, DC 20006-1109
(202) 955-1500 (Telephone)
(202) 778-2201 (Facsimile)

Date	Pedro HI	JERTAS
County of)	
State of) ss.)	
Public in and for the County	and State aforesaid, pers	, 2010, before me a Notary onally appeared of that name, who signed and sealed the
foregoing instrument, and acl	-	·
(05.1)		Notary Public
(SEAL)		My Commission Expires

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Intellectual Property Department
1900 K Street, N.W.
Suite 1200
Washington, DC 20006-1109
(202) 955-1500 (Telephone)
(202) 778-2201 (Facsimile)

MITA W. PAPKER

Motary Public

Kummur/sakh of Massachusen

My Commission Expire

Saptember 14, 2012

11-10-10	diay Vienn
Date /	Lucy VILNER
County of Worldster)	
Date County of Worldster) State of Massachusetts) ss.	
On this day of Public in and for the County and State afore to me known and known to me to be the foregoing instrument, and acknowledged the	said, personally appeared ////////////////////////////////////
(SEAL)	Notary Public My Commission Expires

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INTELLECTUAL PROPERTY DEPARTMENT
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ASSIGNMENT

WHEREAS, WE, Christopher MALCUIT, residing at 48 Old Belchertown, Ware, MA 01082; Linda LEMIEUX, residing 35 Kruse Road, Hubbardston, MA 01452; William HOLMES, residing at 355 May St., Worcester, MA 01602; Pedro HUERTAS, having a mailing address of PO Box 635, Lincoln, MA 01773 and Lucy VILNER, residing at 5 Carlisle Avenue, Johnston, RI 02919 have invented certain new and useful improvements in and to the subject matter of:

IMPROVED METHODS OF PRODUCING RPE CELLS AND COMPOSITIONS OF RPE CELLS

described in the following applications:

United States Provisional Application No. 60/998,668 filed on October 12, 2007
United States Provisional Application No. 60/998,766 filed on October 12, 2007
United States Provisional Application No. 61/009,911 filed on January 2, 2008
United States Provisional Application No. 61/009,908 filed on January 2, 2008
International Patent Application No. PCT/US2008/011669 filed on October 10, 2008
Australia Patent Application No. 2008312007 filed on October 10, 2008
Canada Patent Application No. 2702386 filed on October 10, 2008
China Patent Application No. 200880118061.0 filed on October 10, 2008
Europe Patent Application No. 08839134.7 filed on October 10, 2008
Hong Kong Patent Application No. 11104208.7 filed on October 10, 2008
Israel Patent Application No. 204956 filed on October 10, 2008
India Patent Application No. 1547/KOLNP/20 filed on October 10, 2008
Japan Patent Application No. 2010-528899 filed on October 10, 2008
Singapore Patent Application No. 201002458-6 filed on October 10, 2008
United States Patent Application No. 12/682,712 filed on April 12, 2010

AND, WHEREAS, **ADVANCED CELL TECHNOLOGY, INC.**, a corporation, having a place of business located at **33 Locke Dr. Marlborough, MA 01752** (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights to the improvements and under the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, we 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 (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, continuation-in-part, reexamination and reissue applications, based in whole or in part on said United States applications or in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, including the aforesaid applications and any divisional, renewal, substitute, continuation, continuation-in-part, reexamination and reissue applications, based in whole or in part on said applications or in whole or in part on said applications or in whole or in part on said applications or in whole or in part on said applications or in whole or in part on said applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions

thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND WE hereby authorize and request our agent, Hunton & Williams LLP, whose address is 2200 Pennsylvania Avenue, N.W., Washington, DC 20037, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known.

AND WE hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND WE hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that we have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND WE do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, WE have hereunto set our hand and seal.

Date	Christoph	ner MALCUIT
County of)	
State of) ss.	
On this Public in and for the County to me known and known to	and State aforesaid, person one to be the person of	of that name, who signed and sealed the
foregoing instrument, and ack	mowledged the same to t	be of his free act and deed.
(SEAL)		Notary Public
(SEAL)		My Commission Expires

Hunton & Williams LLP
Intellectual Property Department
2200 Pennsylvania avenue, N.W.
Washington, DC 20037
(202) 955-1500 (Telephone)
(202) 778-2201 (Facsimile)

Date	Linda LI	EMIEUX
County of)	
State of) ss.	
Public in and for the County	and State aforesaid, person	of that name, who signed and sealed the
(SEAL)		Notary Public
		My Commission Expires

Date	William HOLMES	
County of)	
State of) ss.)	
On this Public in and for the County to me known and known to foregoing instrument, and account to the county to me known and known to foregoing instrument, and account to the county to the c	o me to be the person	of that name, who signed and sealed the
(SEAL)		Notary Public My Commission Expires

Date OF COLUMN	Pedro HUERTAS
3/24/2012 Date	Rebetta Sisk Witnessed
	Rebecca Sisk Name of witness (print)
Date	Lucy VILNER
County of)

State of) SS.)	
	On this	day of	, 20, before me a Notary
Public in a	nd for the County	and State aforesaid, pe	ersonally appeared,
to me kno	wn and known to	o me to be the person	n of that name, who signed and sealed the
foregoing i	nstrument, and ac	knowledged the same t	o be of his free act and deed.
		_	
(07.17)			Notary Public
(SEAL)		My Commission Expires	

HUNTON & WILLIAMS LLP INTELLECTUAL PROPERTY DEPARTMENT 2200 PENNSYLVANIA AVENUE, N.W. WASHINGTON, DC 20037 (202) 955-1500 (TELEPHONE) (202) 778-2201 (FACSIMILE)

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RECORDED: 06/03/2014