

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3075355

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	OSIRIS THERAPEUTICS, INC.	10/10/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MESOBLAST INTERNATIONAL SARL	
<b>Street Address:</b>	ROUTE DE PRE-BOIS 20	
<b>City:</b>	MEYRIN	
<b>State/Country:</b>	SWITZERLAND	
<b>Postal Code:</b>	1217	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14138577	
<b>Application Number:</b>	14305240	
<b>Application Number:</b>	14334128	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)775-8100	
<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>		
<b>Phone:</b>	312-775-8000	
<b>Email:</b>	mhmpo@mcandrews-ip.com	
<b>Correspondent Name:</b>	MCANDREWS, HELD & MALLOY, LTD.	
<b>Address Line 1:</b>	500 W. MADISON ST.	
<b>Address Line 2:</b>	34TH FL.	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661	
<b>ATTORNEY DOCKET NUMBER:</b>	19231US15; 16 & 17	
<b>NAME OF SUBMITTER:</b>	ANGELINE R. BABEL	
<b>SIGNATURE:</b>	/Angeline R. Babel/	
<b>DATE SIGNED:</b>	10/22/2014	
<b>Total Attachments: 18</b>		
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## **INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this "Assignment") is dated as of October 10, 2013 (the "Effective Date"), and is entered into between Osiris Therapeutics, Inc., whose address is 7015 Albert Einstein Avenue, Columbia, Maryland 21046 ("Assignor") and Mesoblast International Sàrl, whose address is Route de Pre-Bois 20, 1217 Meyrin, Switzerland ("Assignee").

WHEREAS, Assignor is the record owner of the Assigned IPR (as defined below); and

WHEREAS, Assignor has agreed to sell, assign and transfer to Assignee the Assigned IPR.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the those patent rights listed on Attachment 1 hereto and trademark rights listed on Attachment 2, together in each case with all registrations, applications therefor, patents or trademarks (as applicable) issuing from any applications therefor, and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect (collectively, the "Assigned IPR"), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including all claims for damages by reason of past, present or future infringement, misappropriation or other unauthorized use of any of the Assigned IPR, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor hereby waives and agrees not to enforce any rights of attribution and integrity and other moral rights Assignor may have in the Assigned IPR.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Assignee as the assignee and owner of the Assigned IPR, and issue any and all registrations thereon to Assignee, as assignee of Assignor's right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

This Assignment will inure to the benefit of Assignee, its successors and assigns, and will bind Assignor and its successors and permitted assigns.

[The remainder of this page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the Effective Date.

OSIRIS THERAPEUTICS, INC

By: [Signature]

Print Name: Philip R. Jacoby Jr.

Title: Chief Financial Officer & Secretary

State of MD

)

)

SS:

County of Howard

)

On this the 10<sup>th</sup> day of October, 2013, Philip R. Jacoby Jr. personally appeared before me, to me known to be the person named in and who executed the above Assignment individually, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

SEAL

[Signature: Dawn Kathleen Janice]

NOTARY PUBLIC

commission expires  
5-16-2015

Acknowledged:

MESOBLAST INTERNATIONAL SARL

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

)

)

SS:

County of \_\_\_\_\_

)

On this the \_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ personally appeared before me, to me known to be the person named in and who executed the above Assignment individually, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC



IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the Effective Date.

OSIRIS THERAPEUTICS, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

) SS:

County of \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ personally appeared before me, to me known to be the person named in and who executed the above Assignment individually, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

Acknowledged:

MESOBLAST INTERNATIONAL SARL

By: 

Print Name: SILVIU ITEANU

Title: DIRECTOR

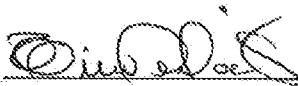
State of New York )

) SS:

County of New York )

On this the 10 day of October, 2013, Silviu Iteanu personally appeared before me, to me known to be the person named in and who executed the above Assignment individually, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

SEAL



GINO D. PALACIOS  
NOTARY PUBLIC, State of New York  
No. 01PA6070071  
Qualified in New York County  
Commission Expires July 11, 2014

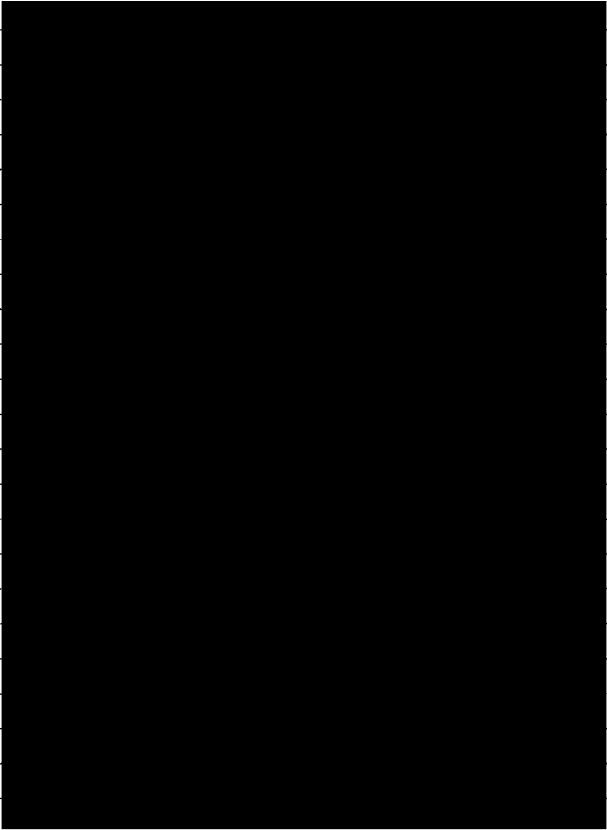
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- 4 -

**Attachment 1 to Intellectual Property Assignment**

**[Attached behind]**

ATTACHMENT 1 TO INTELLECTUAL PROPERTY ASSIGNMENT  
Assigned Patents

Patent/Application	
	
US5197985/(07/614,915)	
US5226914/(07/614,912)	
US5486359/(08/193,262)	
US5733542/(08/377,771)	
US5811094/(08/420,297)	
US5837539/(08/458,494)	
US6010696/(09/047,950)	
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US08/038,517	
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US07/716,917	
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### Patent/Application

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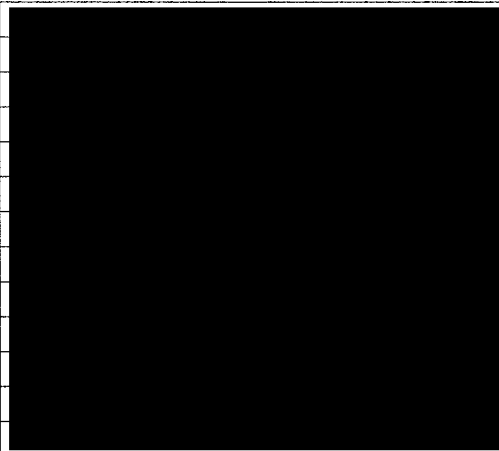




### Patent/Application

US6541024

US6863900

WO9740137/PCT/US1997/006433

### Patent/Application

		
US5827740		
US6322784		
US6709864		
WO9804682/PCT/US1997/012356		
		
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US5965436/(08/969,260)		
WO9820731/PCT/US1997/020761		
		
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US2003/0026786/(09/319,521)

WO9832333/PCT/US1997/22022

### Patent/Application

US6261549/(09/108,838)

WO9901145/PCT/US1998/014001

### Patent/Application

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Patent/Application

US6328960/(09/276,536)

US6368636/(09/427,333)


US6875430/(10/067,121)

WO0132189/PCT/US2000/029815

WO9947163/PCT/US1999/005548



**Patent/Application**

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### Patent/Application

US6225119

US7153500/(09/780,653)



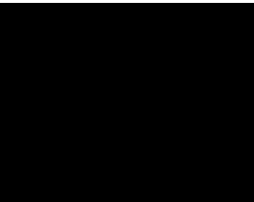



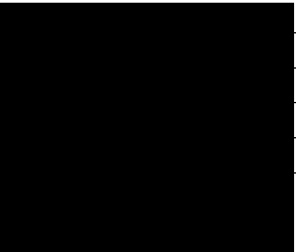
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### Patent/Application

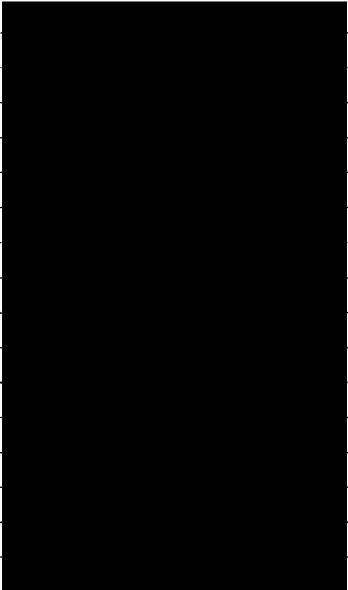
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## Patent/Application

	
	US6030836/(09/327,840)
US6255112/(09/327,796)	
WO9964565/PCT/US1999/012847	
WO9964566/PCT/US1999/012851	
	
Patent/Application	
	
US7491388	
WO0029001	
	
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Patent/Application	
	



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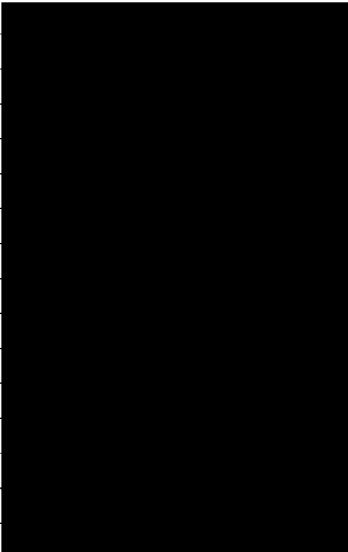
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Patent/Application

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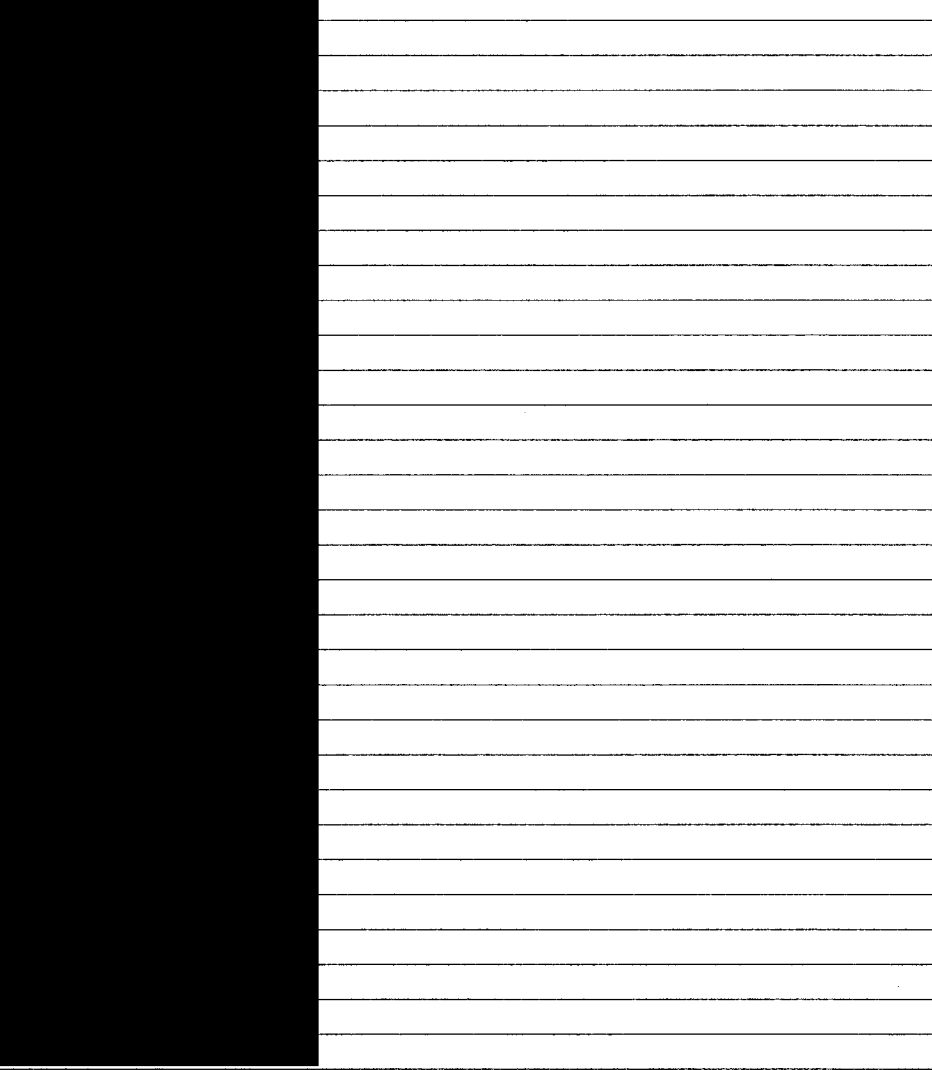
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Patent/Application



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		US2008095749/(11/726,676)
		US2008213227/(11/541,853)
		US2009180997/(12/323,129)
		US2009208463/(12/091,387)
		US2009220464/(12/091,370)
		US2010172885/(12/727,971)
		US2010330048/(12/868,415)
		US2011027238/(12/908,119)
		US2011142807/(US12/974,125)
		US2011311496/(13/222,701)

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