503066841 11/18/2014 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PARTY	DATA				
			Name	Execution Date	
SURGICAL BIOLOGICS, LLC				10/22/2014	
RECEIVING PARTY I	ΔΤΑ				
Name:	MIMEDX GROUP, INC.				
Street Address:	1775 V	1775 WEST OAK COMMONS COURT NE			
City:	MARIE	MARIETTA			
State/Country:	GEOR	GEORGIA			
Postal Code:	30062	30062			
	I				
PROPERTY NUMBE	RS Total: 1			_	
Property Type		Number			
Application Number: 1428		1428	6638		
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	ATTORNEY DOCKET NUMBER:		102741-0206		
ATTORNEY DOCKET	NUMBER:				
			GERALD F. SWISS		
NAME OF SUBMITTE			GERALD F. SWISS /Gerald F. Swiss/		
ATTORNEY DOCKET NAME OF SUBMITTE SIGNATURE: DATE SIGNED:					
NAME OF SUBMITTE SIGNATURE:			/Gerald F. Swiss/		
NAME OF SUBMITTE SIGNATURE: DATE SIGNED:	R:		/Gerald F. Swiss/ 11/18/2014		

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SURGICAL BIOLOGICS**, LLC (hereinafter referred to as "ASSIGNOR"), having its principal place of business at 1775 WEST OAK COMMONS COURT NE, MARIETTA, GEORGIA 30062, has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

MIMEDX GROUP, INC. 1775 WEST OAK COMMONS COURT NE MARIETTA, GEORGIA 30062

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

MICRONIZED PLACENTAL TISSUE COMPOSITIONS AND METHODS OF MAKING AND USING THE SAME

as set forth in this United States Patent Application Serial No. <u>13/787,612</u>, filed <u>March 6, 2013</u>, as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR

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PATENT REEL: 034202 FRAME: 0049 respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

SURGICAL BIOLOGICS, LLC

Date: 10/22/2014

Name: WILLIAM C. TANK

Title: PRESIDENT AND COO

State of <u>CalzxCorA</u>

County of CCBS

On this <u>22</u>ND day of <u>Ortobel</u>, 20<u>14</u>, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that beishe signed, sealed, and delivered the said instrument as his/her free and voluntary act for the user more process therein set forth.



Notary Public My Commission Expires: <u>Le/4/20</u>11p

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RECORDED: 11/18/2014