

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT TOFE	10/08/2013
RECEIVING PARTY DATA	
Name:	SNOASIS MEDICAL, INC.
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14286638
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SIGNATURE:	/Gerald F. Swiss/
DATE SIGNED:	11/18/2014
Total Attachments: 2	
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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned co-inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

SNOASIS MEDICAL, INC.
1905 SHERMAN STREET, SUITE 245
DENVER, COLORADO 80203

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest (except as provided below) 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. 13/787,612, filed March 6, 2013, 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 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 he is the owner of the entire right title and interest to his rights and is able to convey such rights, except for the *License, Processing and Manufacturing Agreement* dated June 18, 2008; the *Amendment No. 1. to the License, Processing and Manufacturing Agreement* dated December 21, 2010; and the *Acknowledgement Pursuant to the License, Manufacturing and Distribution Agreement* respectively signed by the parties thereto on October 18 and October 22, 2012. Assignor represents and warrants that said remaining rights are unencumbered and 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.

Executed this 8 day of October, 2013.



ROBERT TOFE

State of Colorado
County of Denver

On this 08 day of October, 2013, before me, Sabita Maharjan (a notary public in and for said county), personally appeared ROBERT TOFE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Colorado
I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sabita Maharjan
My Commission Expires: 06/06/2017

