

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3370793

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSITY OF LEEDS	03/16/2015
RECEIVING PARTY DATA		
Name:	TISSUE REGENIX LIMITED	
Street Address:	THE BIOCENTRE, INNOVATION WAY	
City:	HESLINGTON, YORK	
State/Country:	UNITED KINGDOM	
Postal Code:	YO10 5NY	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12514703
CORRESPONDENCE DATA		
Fax Number:	(919)854-1401	
<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:	919-854-1400	
Email:	bmedlin@myersbigel.com	
Correspondent Name:	MYERS BIGEL SIBLEY & SAJOVEC, PA	
Address Line 1:	PO BOX 37428	
Address Line 4:	RALEIGH, NORTH CAROLINA 27627	
ATTORNEY DOCKET NUMBER:	9052-291	
NAME OF SUBMITTER:	BETTY-LOU MEDLIN	
SIGNATURE:	/bettyloumedlin/	
DATE SIGNED:	05/27/2015	
Total Attachments: 8		
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ASSIGNMENT RECORDATION FORM COVER SHEET *Patents Only*

To: Commissioner for Patents:

Date: May 27, 2015
Attorney Docket No. 9250-291

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

[1.] **University of Leeds**Additional name(s) of conveying party(ies) attached? Yes ☒ No

3. Nature of conveyance:

Execution Date(s)

[1.] 03/16/2015

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmation License
☐ Other _____

2. Name and address of receiving party(ies):

Tissue Regenix Limited
The Biocentre, Innovation Way,
Heslington, York YO10 5NY
United KingdomAdditional name(s) & address(es) attached? Yes ☒ No

4. Application Serial No. 12/514,703; File Date: December 4, 2009

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Shawna Cannon Lemon
Myers Bigel Sibley & Sajovec
P. O. Box 37428
Raleigh NC 276276. Total number of applications and patents involved: 1**DO NOT USE THIS SPACE**

7. Statement and signature

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Shawna Cannon Lemon, Reg. No. 53,888

Name of Person Signing

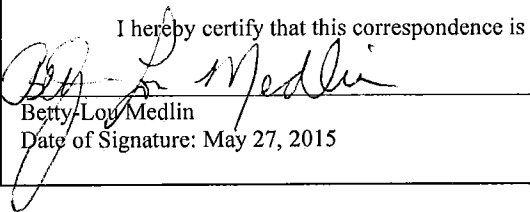
Signature

May 27, 2015

Date

Total number of pages including cover sheet, attachments and document: 8**CERTIFICATION OF TRANSMISSION****UNDER 37 CFR § 1.8**

I hereby certify that this correspondence is being transmitted electronically to the U.S. Patent and Trademark Office via EPAS.


Betty-Lou Medlin

Date of Signature: May 27, 2015

DATED 16th March 2015

(1) University of Leeds

- and -

(3) Tissue Regenix Limited

PATENT ASSIGNMENT

THIS ASSIGNMENT is made on

2015

BETWEEN:

- (1) **University of Leeds**, a company incorporated in England with registered number RC000658 whose registered office is at Leeds, LS2 9JT (the "**Assignor**");
- (2) **Tissue Regenix Limited** a company incorporated in England with registered number 5807272 whose registered office is at The Biocentre, Innovation Way, Heslington, York, YO10 5NY (the "**Assignee**").

BACKGROUND:

- A The Assignor is the proprietor of and/or applicant for the patents and patent applications listed in the schedule to this Assignment (the "**Patents**").
- B. By an agreement dated of even date herewith (the "**Main Agreement**") the parties have agreed that the Assignor will transfer the Patents to the Assignee.
- C. The Assignor agrees to transfer and the Assignee agrees to accept such transfer of the Patents pursuant to the terms of this Assignment.

NOW, THEREFORE, IT IS AGREED:

1. In pursuance of, and for the consideration set out in the Main Agreement including £1, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers, and conveys to the Assignee its entire right, title and interest in and to the Patents, for the United Kingdom and for all foreign countries, including any inventions disclosed therein, and any continuations, continuations-in-part (but only to the extent the claims thereof are entitled to the benefit of the parent priority date), divisions, reissues, re-examinations, extensions or available foreign equivalents thereof (to the extent that a deadline for a filing has not passed without such filing having been made), and including the right to claim priority from said Patents under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United Kingdom is a party and which afford similar priority-claiming privileges, in all countries of the world, all Letters Patent or extension certificates which may be granted thereon for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. The Assignor hereby covenants and agrees that the Assignor shall execute, or cause to have executed any confirmatory assignment of the Patents that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, its successors, assigns or other legal representatives, in order to transfer the ownership of the Patents in individual countries and to effectuate the purposes of this Assignment it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

3. The Assignor hereby requests the applicable Registrar or Commissioner of Patents and Trademarks in the applicable foreign jurisdictions:
 - 3.1 to record the Assignee as the assignee and owner of the Patents; and
 - 3.2 to issue patents on applications as described above, to issue all letters patent for these inventions to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.
4. The Assignee shall be responsible for submitting all relevant forms and fees for the recordal of change of proprietor of the Patents in all applicable registries.
5. This Assignment may be executed in counterparts, each of which, when executed, shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.
6. No variation of this Assignment shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
7. Any notice or other communication required to be given under this Agreement (each, a "Notice") shall be by email and immediately followed by post or by courier using an internationally recognised courier company. Failure to send any original notice by post or by courier shall invalidate the service of the related email transmission. A Notice shall be sent to the applicable Party at the following address, or such other person or address as that Party may notify to the other Party from time to time:

The Assignor:

Address: Charles Thackrah Building, 101 Clarendon Road, University of Leeds, Leeds, West Yorkshire LS2 9LJ

Email: a.j.m.duley@leeds.ac.uk

Attention: Mr Andy Duley, Director of Commercialisation

The Assignee

Address: The Biocentre, Innovation Way, Heslington, York, YO10 5NY

Email: a.odell@tissueregenix.com

Attention: Mr Antony Odell, CEO

A Notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery, if delivered by email, registered post or courier.

8. This Assignment and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.
9. Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Assignment or the legal relationships established by or in connection with this Assignment.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their duly authorised representatives as of the date specified on page 1.

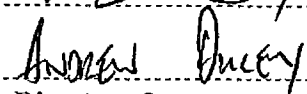
SIGNED for and on behalf of THE
UNIVERSITY OF LEEDS:

)
)
)
)

Signature



Name (block capitals)



Director of
Commercialisation,
Authorised Signatory

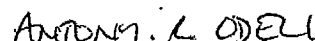
Signed for and on behalf of TISSUE
REGENIX LIMITED:

)
)
)
)

Signature



Name (block capitals)



Director,
Authorised Signatory

SCHEDULE
THE PATENTS

1. Decellularisation of Matrices (International Publication No. WO/2002/096476)

Country	Date Filed	Application No.	Date Granted	Publication No.
Australia	20/05/2002	2002310589	11/05/2007	2002310589
Belgium	20/05/2002	02735577.5	04/03/2009	EP1392372
Canada	20/05/2002	2,447,847	22/11/2011	2447847
France	20/05/2002	02735577.5	04/03/2009	EP 1392372
Germany	20/05/2002	02735577.5	04/03/2009	EP 1392372
Ireland	20/05/2002	02735577.5	04/03/2009	EP 1392372
Italy	20/05/2002	02735577.5	04/03/2009	EP 1392372
Netherlands	20/05/2002	02735577.5	04/03/2009	EP 1392372
Spain	20/05/2002	02735577.5	04/03/2009	EP 1392372
Sweden	20/05/2002	02735577.5	04/03/2009	EP 1392372
Switzerland	20/05/2002	02735577.5	04/03/2009	EP 1392372
United Kingdom	20/05/2002	02735577.5	04/03/2009	EP1392372
USA	20/05/2002	10/478,198	08/04/2008	2004-0157206

2. Ultrasonic Modification of Soft Tissue Matrices (International Publication No. WO/2004/103461)

Country	Effective PCT Filing Date	Application No.	Date Granted	Publication No.
France	14/05/2004	04733019.6	10/01/2007	EP1624922
Germany	14/05/2004	04733019.	10/01/2007	EP1624922
United Kingdom	14/05/2004	04733019.6	10/01/2007	EP1624922

USA	14/05/2004	10/557,779	31/07/2010	2007-0041949
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**3. Meniscal Repair (Knee) - Preparation of Tissue for Meniscal Implantation
(International Publication No. WO/2008/059244)**

Country	Effective PCT Filing Date	Application No.	Date Granted	Publication No.
Australia	13/11/2007	2007321018	13/12/2012	2007321018
Austria	13/11/2007	07824573.5	31/08/2011	EP2094325
Belgium	13/11/2007	07824573.5	31/08/2011	EP2094325
Canada	13/11/2007	2,701,175	N/A	2701175
China	13/11/2007	20780042802.7	04/06/2014	N/A
Denmark	13/11/2007	07824573.5	31/08/2011	EP2094325
France	13/11/2007	07824573.5	31/08/2011	EP2094325
Germany	13/11/2007	07824573.5	31/08/2011	EP2094325
Hungary	13/11/2007	07824573.5	31/08/2011	EP2094325
India	13/11/2007	3130/DELNP/2009	N/A	3130/DELNP/2009 15/2010
Ireland	13/11/2007	07824573.5	31/08/2011	EP2094325
Italy	13/11/2007	07824573.5	31/08/2011	EP2094325
Japan	13/11/2007	2009-536787	N/A	2010509965
Japan	13/11/2007	2014-132576	N/A	2014223331
Netherlands	13/11/2007	07824573.5	31/08/2011	EP2094325
Poland	13/11/2007	07824573.5	31/08/2011	EP2094325
Spain	13/11/2007	07824573.5	31/08/2011	ES2372116 T3
Sweden	13/11/2007	07824573.5	31/08/2011	EP2094325
Switzerland	13/11/2007	07824573.5	31/08/2011	EP2094325
Turkey	13/11/2007	07824573.5	31/08/2011	EP2094325

United Kingdom	13/11/2007	GB0722232.6	11/11/2009	GB2443938
USA	13/11/2007	12/514,703	17/02/2015	2010-0152852

4. Acellular vascular products

Country	Effective PCT Filing Date	Application No.	Date Granted	Publication No.
Australia	26/09/11	2014203460	N/A	N/A
Australia	26/09/2011	2011309900	N/A	2011309900
Brazil	26/09/2011	BR112013005278-3	N/A	N/A
Canada	26/09/2011	2,808,478	N/A	2808478
China	26/09/2011	201180046352.5	N/A	CN103124570
Europe	26/09/2011	11764272.8	N/A	EP2621548
Hong Kong	13/11/2013	13112846.6	N/A	1185292
India	26/09/2011	1399/DELNP/2013	N/A	N/A
Japan	26/09/2011	2012-529715	N/A	N/A
USA	26/09/2011	13/876,429	N/A	N/A