

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3407934

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CONVEYING PARTY FROM KEITH L. MARCH TO JALEES REHMAN AND THE RECEIVING PARTY FROM TISSUE GENESIS, INC. TO KEITH L. MARCH. previously recorded on Reel 026970 Frame 0354. Assignor(s) hereby confirms the ASSIGNMENT OF RIGHTS FROM JALEES REHMAN TO KEITH L. MARCH VIA ASSIGNMENT AGREEMENT DATED SEPTEMBER 13, 2007.	
CONVEYING PARTY DATA		
	Name	Execution Date
	JALEES REHMAN	09/13/2007
RECEIVING PARTY DATA		
Name:	KEITH L. MARCH	
Street Address:	14558 JOHN PAUL WAY	
City:	CARMEL	
State/Country:	INDIANA	
Postal Code:	46032	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8067234
CORRESPONDENCE DATA		
Fax Number:	(317)454-1349	
<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:	3179666835	
Email:	mark@rsindy.com	
Correspondent Name:	MARK C. REICHEL, REICHEL STOHR LLP	
Address Line 1:	212 WEST 10TH STREET	
Address Line 2:	SUITE D-280	
Address Line 4:	INDIANAPOLIS, INDIANA 46202	
ATTORNEY DOCKET NUMBER:	R2011-US-06	
NAME OF SUBMITTER:	MARK C. REICHEL	
SIGNATURE:	/Mark C. Reichel/	
DATE SIGNED:	06/23/2015	
Total Attachments: 10		
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PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Keith L. March	09/13/2007

RECEIVING PARTY DATA

Name:	Tissue Genesis, Inc.
Street Address:	677 Ala Moana Boulevard
Internal Address:	Suite 1100
City:	Honolulu
State/Country:	HAWAII
Postal Code:	96813

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12569887

CORRESPONDENCE DATA

Fax Number: (650)320-7701

Phone: (650) 320-7700

Email: sbyam@nixonpeabody.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Robert E. Krebs

Address Line 1: Nixon Peabody LLP

Address Line 2: 200 Page Mill Road, 2nd Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:

437783-065

NAME OF SUBMITTER:

Christopher L. Ogden

Total Attachments: 7

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ASSIGNMENT AGREEMENT

This Agreement amends and restates the prior Assignment Agreement between the parties, and is effective as of the 13th day of Sept., 2007 by and between Jalees Rehman, having a home address of 1235 Hawthorn St., Evansville, IN 47710 (hereinafter referred to as "ASSIGNOR"), and Keith L. March, having a home address of 1235 W. 1st St. (hereinafter referred to as "ASSIGNEE").

ASSIGNOR and ASSIGNEE are co-inventors who have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America described in Exhibit A attached (the "Invention").

ASSIGNOR and ASSIGNEE are employed by Indiana University ("IU") and have contractual obligations to assign to IU intellectual property that is related to their employment responsibilities at IU.

ASSIGNOR and ASSIGNEE each have received from IU a letter stating that IU has returned to them all rights to the Invention subject to certain conditions. A copy of the letter from IU to ASSIGNOR and ASSIGNEE is attached as Exhibit B.

ASSIGNEE desires to obtain all of ASSIGNOR's right, title and interest in and to the Invention and the related patent applications.

ASSIGNOR is willing to transfer his entire right, title and interest in the Invention and the related patent applications upon the conditions contained in this Agreement.

For and in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the parties agree as set forth herein and as follows:

1. ASSIGNOR assigns and conveys to ASSIGNEE his entire right, title and interest in and to the Invention, the application for Letters Patent of the United States of America relating to the Invention, any and all other applications for Letters Patent on the Invention in any country, including all provisional and PCT applications and all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon the Invention and said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for the Invention or upon said applications, and every priority right that is or may be predicated upon or arise from the Invention, said applications and said Letters Patent.

2. ASSIGNOR authorizes ASSIGNEE to file patent applications in any or all countries on any or all of the Invention in ASSIGNOR'S name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under the International Convention or otherwise.

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3. ASSIGNOR authorizes and requests the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to ASSIGNEE, as assignee of the entire right, title and interest therein or otherwise as ASSIGNEE may direct.

4. ASSIGNOR warrants that he has not conveyed to others any right in the Invention, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing the Invention; and that he has good right to assign the same to ASSIGNEE without encumbrance except for the rights retained by IU as described in Exhibit B.

5. ASSIGNOR agrees that this Agreement will be binding upon his heirs, successors and legal representatives, as well as ASSIGNOR, and agrees upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration, to do all acts reasonably serving to assure that the Invention, the said patent applications and the said Letters Patent shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by ASSIGNOR, his heirs, successors or representatives if this Agreement had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; to communicate to ASSIGNEE all facts known to ASSIGNOR relating to said inventions and discoveries or the history thereof; and to furnish ASSIGNEE with any and all documents, photographs, models, samples and other physical exhibits in ASSIGNOR's control or in the control of his heirs, successors or legal representatives which may be useful for establishing the facts of his conceptions, disclosures, and reduction to practice of said inventions and discoveries.

6. ASSIGNEE, in consideration of the assignment of rights by ASSIGNOR hereunder, agrees to pay to ASSIGNOR one-half of any proceeds that ASSIGNEE may receive from the sale or license of the Invention and accompanying patent rights described above. ASSIGNEE shall be entitled to deduct from such proceeds one-half of the expenses incurred by ASSIGNEE related to the filing, prosecuting, updating, or defending the patent rights described herein and any other activities associated with development of the Invention as well as one-half of the expenses associated with the negotiation, enforcement or revision of any such sale or license or the performance of any obligation imposed upon ASSIGNEE in connection with such sale or license, including but not limited to the defense of any claim made by a purchaser or licensee or any expenses associated with the indemnification provision contained in Exhibit B or any other indemnification that may be imposed on or accepted by ASSIGNEE; in each case all such expenses including ASSIGNEE'S time spent on such activities at ASSIGNEE'S then-current consulting rate. This right to receive proceeds shall terminate in the event ASSIGNOR breaches any representation, warranty or any other agreement set forth in this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

Jalees Rehman 9/13/07 Patricia G. Hill 9/13/07
(Date) (Witness) (Date)

ASSIGNEE:

Keith L. March 9/13/07 Patricia G. Hill 9/13/07
(Date) (Witness) (Date)

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Exhibit A

Description of the Invention

U.S. Patent Application No. 10/508,223, filed June 23, 2005 for "Adipose Stromal Stem Cells for Tissue and Vascular Modification", which is the U.S. national stage application of PCT Application No. PCT/US2003/08582, filed March 19, 2003 for "Adipose Stromal Stem Cells for Tissue and Vascular Modification", and which claims priority to U.S. Provisional Application No. 60/365,498, filed March 19, 2002 for "Adipose Stromal Stem Cells for Tissue and Vascular Modification."

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Exhibit B

Letter from IU to Dr. Keith March and Dr. Jalees Rehman

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A R T I

INDIANA UNIVERSITY

ADVANCED RESEARCH &
TECHNOLOGY INSTITUTE
INDIANA UNIVERSITY

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Jack Pincus, Ph.D.
Vice President of Technology Transfer
Direct Line: (317) 274-5904
jpincus@indiana.edu

September 3, 2004

Dr. Keith March and Dr. Jalees Rehman
Indiana Center for Vascular Biology & Medicine
975 West Walnut Street, IB 441
Indianapolis, IN 46206

Re: ARTI Tech ID 0237 - Delivery of Stem Cells to the Heart Via Retrograde Coronary Venous Delivery

Dear Dr. March and Dr. Rehman:

ARTI has decided to abandon the patent rights associated with ARTI Tech ID 0237. These patent rights include the PCT patent application No. PCT/US03/08582 titled "Adipose Stromal Stem Cells for Tissue and Vascular Modification" including all subject matter therein, and any rights to file U.S. and foreign patents associated with this patent application. William Lyon, Associate Director for Life Sciences at ARTI, has discussed with you our efforts to market the Patent to third parties and the reasons for our decision. We will be happy to return all Patent rights discussed above related to ARTI Tech ID 0237 subject to the following conditions:

- ARTI and Indiana University will retain non-exclusive rights to make, have made, use and otherwise exploit any subject matter falling within the claims of the Patent for internal research and educational purposes. Any license that you grant to a third party must be subject to this reservation.
- As of the date of this letter, you will be responsible for all expenses related to the Patent including, but not limited to, any attorney's fees or U.S. Patent and Trademark Office maintenance fees. You can find a schedule of current U.S. Patent and Trademark Office maintenance fees at <http://www.uspto.gov/web/offices/ac/ops/ope/fee2004apr01.htm>.
- You agree to indemnify, defend, and hold harmless, Indiana University, ARTI, their employees, Directors, Trustees, employees, and agents from and against any and all claims, demands, losses or causes of action related in any way to the Patent from the date of this letter. You will notify ARTI within thirty days of receiving notice of any claim.
- You agree to assume all further government compliance obligations, if any, required for the Patent.

The rights in the Patent that ARTI is returning to you only relate to the invention in its state of development as of the date of this letter. Rights in any improvements to the claimed invention

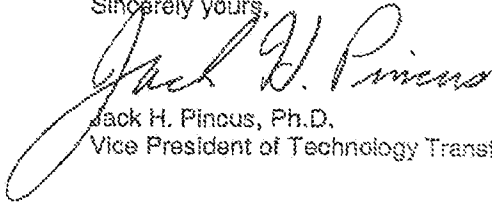
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made at Indiana University will be subject to the terms of the University's Intellectual Property Policy. You must disclose any improvements to the Patent made at Indiana University to ARTI.

Your countersignature below will indicate acceptance of all of the terms of this letter. We will proceed to assign the Patent to you when we receive the countersigned letter.

Sincerely yours,



Jack H. Pincus, Ph.D.
Vice President of Technology Transfer

I have read this letter and agree to all of its terms and conditions.

Keith March, M.D., Ph.D.

Jalees Rehman, M.D.

RECORDED: 09/26/2011

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RECORDED: 06/23/2015

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