

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ERIC BLAHUT	11/16/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HISTOGENICS CORPORATION
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<b>City:</b>	WALTHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02451
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14558080
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<b>ATTORNEY DOCKET NUMBER:</b>	HIST-010/00US 23394/191
<b>NAME OF SUBMITTER:</b>	THOMAS C. MEYERS
<b>SIGNATURE:</b>	/THOMAS C. MEYERS/
<b>DATE SIGNED:</b>	11/16/2015
<b>Total Attachments: 3</b>	
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**ASSIGNMENT**

**WHEREAS** I, the below named inventor:

**Eric Blahut**

hereinafter referred to as "Assignor(s)" have made an invention(s) set forth in an applications for patent of the United States, entitled:

**CELL AND TISSUE CULTURE CONTAINER**

for which I filed a U.S. Non-Provisional Patent Application on **December 2, 2014**, which bears U.S. Patent Application Serial No. **14/558,080**; and

**WHEREAS, HISTOGENICS CORPORATION**, whose post office address is 830 Winter Street, 3<sup>rd</sup> Floor, Waltham MA 02451 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Inventions; the applications for patent identified above; the right to file applications for patent of the United States or other countries on the Inventions; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified above or any

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application(s) for patent claiming the Invention(s), including any division(s),  
continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties,  
for prior infringements of any application for patent identified in the preceding  
paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be  
granted for or on any application for patent identified in the preceding paragraphs  
(b) – (e), including any reissue(s) and extension(s) of said patent(s).


The above-granted rights, titles, and interests are to be held and enjoyed by the  
Assignee, for its own use and behalf and the use and behalf of its successors, legal  
representatives, and assigns, as fully and entirely as the same would have been held and  
enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal  
representatives, and assigns, that, at the time of execution and delivery of these presents,  
or if applicable, at such time said prior agreement was executed, the Assignor is a lawful  
owner of an undivided interest in the entire right, title, and interest in and to the  
Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation  
to assign in accordance with said prior agreement, and that the Assignor has good and full  
right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its  
successors, legal representatives, and assigns, that the Assignor will sign all papers and  
documents, take all lawful oaths, and do all acts necessary or required to be done in  
connection with any and all proceedings for the procurement, maintenance, enforcement  
and defense of the Invention(s), said applications, and said patents, including interference  
proceedings, without charge to the Assignee, its successors, legal representatives, and  
assigns, but at the cost and expense of the Assignee, its successors, legal representatives,  
and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of  
the United States to the Assignee for the sole use and behalf of the Assignee, its  
successors, legal representatives, and assigns.

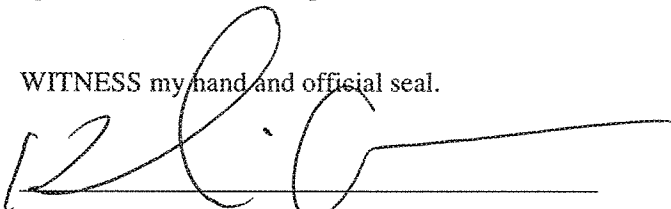
Date: 16 Nov 15

By:   
Eric Blahut

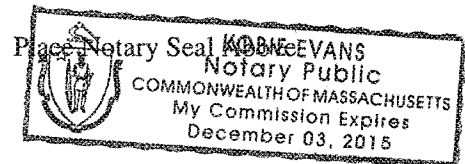
State of Massachusetts )  
County of Middlesex ) ss.

On Nov 16 2015, before me, Kobie Evans, Notary Public, personally appeared **Eric Blahut**, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public

My Commission Expires: 12/3/2015



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