503677685 02/03/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3724321

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------|----------------|
| ROBERT MATHENY | 02/02/2016 |

RECEIVING PARTY DATA

| Name: | CORMATRIX CARDIOVASCULAR, INC | |
|-----------------|-------------------------------|--|
| Street Address: | 1100 OLD ELLIS ROAD | |
| City: | ROSWELL | |
| State/Country: | GEORGIA | |
| Postal Code: | 30076 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 14635118 |

CORRESPONDENCE DATA

Fax Number: (510)523-6201

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.

Phone: 510.523.6200 Email: rcf@francislaw.com **Correspondent Name: RALPH C FRANCIS** Address Line 1: 512 WESTLINE DRIVE

Address Line 2: **SUITE 301**

Address Line 4: ALAMEDA, CALIFORNIA 94501

| ATTORNEY DOCKET NUMBER: | CM-02-122CIP |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | RALPH C FRANCIS |
| SIGNATURE: | /rcfrancis/ |
| DATE SIGNED: | 02/03/2016 |

Total Attachments: 2

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> **PATENT REEL: 037653 FRAME: 0923** 503677685

ASSIGNMENT

WHEREAS, Robert G. Matheny, a resident of the State of Georgia, hereinafter referred to as ASSIGNOR, has invented a new and unobvious invention entitled

Tissue Prostheses for Repairing, Reconstructing and Replacing Damaged or Diseased Biological Structures and Associated Tissue

for which he has made application for Letters Patent of the United States, such invention being described in and identified in said application having a filing date of <u>March 2, 2015</u>, and a Serial Number of <u>14/635,118</u>, and

WHEREAS, CorMatrix Cardiovascular, Inc., a Georgia corporation having a place of business at 1100 Old Ellis Road, Roswell, GA 30076, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said application and said invention, in and to any and all improvements relating to said invention, and in and to Letters Patent thereon, when granted in the United States and all foreign countries; and

WHEREAS, ASSIGNOR acknowledges that pursuant to his contractual obligations, and/or the terms of this instrument, he is under a continuing obligation to assign all right, title and interest in, to and under the invention which is the subject of his application for Letters Patent and any improvements thereof and all divisions, and continuations thereof, to ASSIGNEE, its successors, legal representatives and assigns in accordance with this instrument;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR:

1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE, the entire right, title and interest in and to said application and said invention and improvements; including all priority rights under the International Convention associated with the filing of said application, for each country of the Union; and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign countries, including each and every Letters Patent granted on any application which is a division, substitution, continuation or continuation-in-part of any application relating to said invention or improvements, and in and to each and every reissue or extension of said Letters Patent.

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PATENT REEL: 037653 FRAME: 0924 ASSIGNMENT

2. ASSIGNOR hereby warrants, covenants and represents the fact to be that he has not heretofore granted any license, right or privilege in respect to the said application or said invention or improvements, or in any other way encumbered the same, and that he has the full right to convey, free of all licenses and encumbrances, the entire interest hereby assigned.

3. ASSIGNOR covenants and agrees that at the request and expense of ASSIGNEE he will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent in ASSIGNEE, and execute all oaths and other papers necessary or desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by ASSIGNEE, for reissuance of said Letters Patent, or for the filing of foreign countries of applications for Letters Patent conferring said invention or improvements.

4. ASSIGNOR further covenants and agrees that at the expense and request of ASSIGNEE he will promptly assist ASSIGNEE in interference proceedings involving said invention or improvements, and in litigation involving said Letter Patent, and will assist in the ascertainment of facts and the production of evidence relating to said invention or improvements.

5. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other, legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assigns.

6. ASSIGNOR hereby authorizes the U.S. Commissioner for Patents to issue the United States Letters Patent on his invention, when granted, unto

CorMatrix Cardiovascular, Inc.

its successors, assigns and other legal representatives in accordance with this agreement.

RECORDED: 02/03/2016

IN TESTIMONY WHEREOF, I, Robert G. Matheny, have executed and delivered this instrument this 2nd day of February 2016.

Robert G. Matheny

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