

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3749590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TISSUE GENESIS, INC.	11/16/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TISSUE GENESIS, LLC	
<b>Street Address:</b>	810 RICHARDS STREET	
<b>Internal Address:</b>	SUITE 1000	
<b>City:</b>	HONOLULU	
<b>State/Country:</b>	HAWAII	
<b>Postal Code:</b>	96813	
<b>PROPERTY NUMBERS Total: 12</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7906323	
Patent Number:	7270996	
Patent Number:	8202725	
Patent Number:	9144583	
Application Number:	11901138	
Application Number:	14221272	
PCT Number:	US2015021481	
Application Number:	13844548	
Application Number:	14487633	
Application Number:	14868266	
Application Number:	14868235	
Patent Number:	8727965	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(512)610-3456	
<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>		
<b>Phone:</b>	512-610-3410	
<b>Email:</b>	ngarwood@conleyrose.com	
<b>Correspondent Name:</b>	CONLEY ROSE, P.C.	
<b>Address Line 1:</b>	13413 GALLERIA CIRCLE	

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<b>Address Line 2:</b>	SUITE 100
<b>Address Line 4:</b>	AUSTIN, TEXAS 78738

<b>ATTORNEY DOCKET NUMBER:</b>	7228-00000
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<b>NAME OF SUBMITTER:</b>	DARLENE F. GHAVIMI
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<b>SIGNATURE:</b>	/dfghavimi-alagha/
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<b>DATE SIGNED:</b>	02/22/2016
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**Total Attachments: 7**

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## PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made effective as of November 19, 2015 by and between **Tissue Genesis, Inc.**, a Hawaii corporation, having an address of 810 Richards Street, Suite 1000, Honolulu, Hawaii 96813 ("Assignor") and **Tissue Genesis, LLC**, a Delaware limited liability company, having a place of business at 810 Richards Street, Suite 1000, Honolulu, Hawaii 96813 ("Assignee"). Assignor and Assignee may collectively be referred to herein as the "Parties" and each as a "Party".

**WHEREAS**, Assignor and Assignee together with other parties have entered into that certain Investment Agreement dated October 29, 2015 and having a closing date of even date herewith (the "Investment Agreement") pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept from Assignor, certain assets, properties and business, including without limitation, certain intellectual property and Assignor's rights therein;

**WHEREAS**, Assignor represents that it owns the entire right, title and interest in, to and under the Patent Rights as further defined below, and has the right to assign said intellectual property and its rights therein under the terms and conditions of this Assignment without violation of any contractual or legal obligations Assignor may have to any other party; and

**WHEREAS**, Assignee is desirous of acquiring the entire right, title and interest of Assignor in and to the Patent Rights, as further defined below and all other rights appurtenant thereto:

NOW, THEREFORE, in consideration of the mutual covenants and premises contained in the Investment Agreement and herein, the Parties hereby agree as follows:

### 1. Definitions

**"Patent Rights"** means all of: (a) the patents and patent applications listed in Exhibit A to this Assignment, other than United States Patent Number 8,727,965; (b) all of Assignor's right, title and interest to United States Patent Number 8,727,965; (c) all patent applications that claim priority to any of the patents or applications listed in Exhibit A; (d) all divisions, continuations, continued prosecution applications, continuing examinations, and continuations-in-part of the patents or patent applications identified in (a) or (c); (e) all reissues, re-examinations, extensions, and foreign counterparts of any of the patents or patent applications identified in (a), (c) or (d), above; and (f) any patents that issue with respect to any of the patent applications listed in (a), (c), (d) or (e), above including but not limited to any substitutions, confirmations, registrations, validations, additions, renewals or restorations of any of the foregoing by existing or future extension, renewal or restoration mechanisms, including supplementary protection certificates or the equivalent thereof.

### 2. Assignment and Assignor's Additional Covenants

Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, to the maximum extent possible, the entire right, title and interest throughout the world, free and clear of all liabilities, liens, encumbrances and adverse claims of any kind whatsoever except as specified herein, in and to:

- (a) The aforesaid Patent Rights;
- (b) All damages and rights of action on account of past, present and future unauthorized use of the aforesaid for infringement or other use of said Patent Rights;

CONFIDENTIAL

Patent Assignment  
Page 1 of 5

- (c) The right to Assignee to file in its name applications for patents and like protection related to the aforesaid in the United States or in any country or countries foreign to the United States;
- (d) The right to Assignee to file in its name applications for any other form of protection related to the aforesaid in the United States or in any country or countries foreign to the United States;
- (e) All international rights of priority associated with all of the aforesaid; and
- (f) The right to require all legal representatives, assigns, heirs, administrators and executors, at the expense of Assignee, its successors and assigns, to execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment; and
- (g) Any and all licenses related to the aforesaid Patent Rights.

Assignor covenants and agrees that the representations, warranties, covenants, and indemnities of Assignor in the Investment Agreement shall not be superseded by this Assignment and shall inure to the benefit of Assignee and its assigns.

### **3. Infringement and Litigation**

#### **3.1 Cooperation between Assignee and Assignor**

In any infringement suit or dispute related to any of the Patent Rights, the Parties agree to cooperate fully with each other or their respective designee(s). At the request of the party bringing suit, the relevant Party to this Assignment will permit reasonable access after reasonable advance notice to all relevant personnel, records, papers, information, samples, specimens, etc., during regular business hours.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Patent Assignment.

Tissue Genesis, Inc. ("Assignor")

Tissue Genesis, LLC ("Assignee")

By *Anton C. Krucky*  
Name ANTON C. KRUCKY  
Title PRESIDENT & CEO  
Date 11/16/2015

By *Darla Tolleson*  
Name Darla Tolleson  
Title Manager  
Date 11/16/2015

CITY &  
County of HONOLULU  
State of HAWAII

On this 16<sup>th</sup> day of NOVEMBER, 2015, personally appeared before me, ANTON C. KRUCKY, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as PRESIDENT & CEO of Tissue Genesis, Inc., did execute the same for the uses and purposes therein set forth.



*Ana Liza Caldeira*  
Notary Public **ANA LIZA CALDEIRA**  
my commission expires: 07/22/2017

County of HARRIS  
State of TEXAS

On this 16<sup>th</sup> day of November, 2015, personally appeared before me, DARLA TOLLESON, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as MANAGER of Tissue Genesis, LLC, did execute the same for the uses and purposes therein set forth.

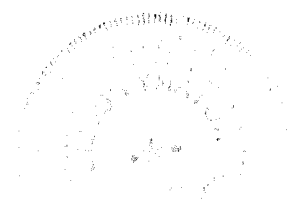


*Patricia A. Wilder*  
Notary Public

NOTARY PUBLIC CERTIFICATION  
Ana Liza Caldetera First Judicial Circuit  
Doc. Description: Tissue Genesis Inc  
PATENT Assignment- Anna C. Kuecky

No. of Pages: 1 Date of Doc. 11/16/15

Notary Signature [Signature] Date 11/16/15




IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Patent Assignment.

Tissue Genesis, Inc. ("Assignor")

Tissue Genesis, LLC ("Assignee")

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By   
Name Dora Tellez  
Title Manager  
Date 11/16/2015

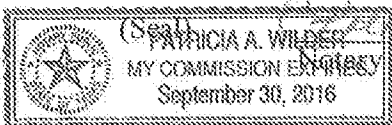
County of \_\_\_\_\_  
State of \_\_\_\_\_

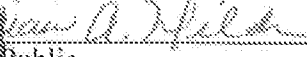
On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me, \_\_\_\_\_, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as \_\_\_\_\_ of Tissue Genesis, Inc., did execute the same for the uses and purposes therein set forth.

(Seal) \_\_\_\_\_  
Notary Public

County of HARRIS  
State of TEXAS

On this 16th day of November, 2015, personally appeared before me, DORA TELLEZ, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as manager of Tissue Genesis, LLC, did execute the same for the uses and purposes therein set forth.



  
Notary Public

# EXHIBIT A TO PATENT ASSIGNMENT

Patents owned by Tissue Genesis					
Country	Serial Number	Patent Number	Issue/Grant Date	Title	Notes
Australia	2012200361	2012200361	6/5/2014	Apparatus And Methods For Preparing Tissue Grafts	
United States	11/063,599	7,906,323	3/15/2011	Automated Bioculture and Bioculture Experiments System	
United States	09/967,995	7,270,996	9/18/2007	Automated Bioculture And Bioculture Experiments System	
Japan	2002532567	4195287	10/3/2008	Automated Bioculture And Bioculture Experiments System	
Australia	2007290554	2007290554	5/3/2012	Catheter For Cell Delivery	
Canada	2,661,935	2,661,935	7/9/2013	Catheter For Cell Delivery	
China P.R.	200780032216.4	ZL 200780032216.4	8/7/2013	Catheter For Cell Delivery	
Japan	2009-526689	5073747	8/31/2012	Catheter For Cell Delivery	
EPC	07838279.3	2061873	11/23/2011	Cell Delivery Matrices	
China P.R.	200780035163.1	ZL200780035163.1	8/6/2014	Cell Delivery Matrices	
France	07838279.3	2061873	11/23/2011	Cell Delivery Matrices	
Germany	07838279.3	602007018970.5	11/23/2011	Cell Delivery Matrices	
Great Britain	07838279.3	2061873	11/23/2011	Cell Delivery Matrices	
Spain	07838279.3	2061873	11/23/2011	Cell Delivery Matrices	
Japan	2010-506232	5285065	6/7/2013	Cell Separation Apparatus And Methods Of Use	
South Korea	10-2009-7024278	1486388	1/20/2015	Cell Separation Apparatus And Methods Of Use	
South Korea	2013-7011574	1441424	9/11/2014	Cell Separation Apparatus And Methods Of Use	
United States	11/314,281	8,202,725	6/19/2012	Cell Sodding Method And Apparatus	
United States	12/718,805	8,727,965**	5/20/2014	Methods and Compositions to Support Tissue Integration And Inoculation Of Transplanted Tissue And Transplanted Engineered Penile Tissue With Adipose Stromal Cells	This patent is co-owned by Assignor and the University of Louisville
United States	11,789,188	9,144,583	09/29/2015	Cell Separation Apparatus And Methods Of Use	

Applications assigned to Tissue Genesis, Inc.			
Country	Serial Number	Filing Date	Title
European Patent Convention	07837456.8	08/29/2007	Catheter For Cell Delivery
United States	11/901,138	09/13/2007	Cell Delivery Matrices
United States	11/789,188	04/23/2007	Cell Separation Apparatus And Method Of Use
Taiwan	97114827	04/23/2008	Cell Separation Apparatus And Methods Of Use
United States	14/221,272	03/20/2014	Hand-Held Adipose Processor And Cell Concentrator
Patent Cooperation Treaty	PCT/US2015/021481	03/19/2015	Hand-Held Adipose Processor And Cell Concentrator

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Patent Assignment

Page 4 of 5

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**PATENT**

**REEL: 037788 FRAME: 0124**



United States	13/844,548	03/15/2013	Hand-Held Micro-Liposuction Adipose Harvester, Processor, And Cell Concentrator
European Patent Convention	15164924.1	03/05/2010	Methods and Compositions to Support Tissue Integration And Inosculation Of Transplanted Tissue And Transplanted Engineered Penile Tissue With Adipose Stromal Cells
United States	14/487,633	09/16/2014	Methods for In Situ Sodding
United States	14/868,266	09/28/2015	Cell Separation Apparatus and Methods of Use
United States	14/868,235	09/28/2015	Cell Separation Apparatus and Methods of Use

**\*\*U.S. Patent Application Serial Number 11/901,138 has been abandoned by Assignor.**