

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3762214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHIRE REGENERATIVE MEDICINE, INC.	01/16/2014
RECEIVING PARTY DATA	
Name:	ORGANOGENESIS INC.
Street Address:	85 DAN ROAD
City:	CANTON
State/Country:	MASSACHUSETTS
Postal Code:	02021
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5830708
Patent Number:	6284284
Patent Number:	5843766
Patent Number:	6291240
Patent Number:	6381981
CORRESPONDENCE DATA	
Fax Number:	(617)832-7000
<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:	617-832-1000
Email:	lsimoglou@foleyhoag.com
Correspondent Name:	FOLEY HOAG LLP
Address Line 1:	155 SEAPORT BLVD.
Address Line 4:	BOSTON, MASSACHUSETTS 02210-2600
ATTORNEY DOCKET NUMBER:	N/A
NAME OF SUBMITTER:	LORI SIMOGLOU
SIGNATURE:	/Lori Simoglou/
DATE SIGNED:	03/01/2016
Total Attachments: 5	
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ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of January 16, 2014 between Organogenesis Inc., a corporation organized under the laws of Delaware (“**Buyer**”), and Shire Regenerative Medicine, Inc., a corporation organized under the laws of Delaware (“**Seller**”).

W I T N E S S E T H :

WHEREAS, reference is made to that certain Asset Purchase Agreement dated as of the date hereof (the “**Asset Purchase Agreement**”; terms defined in the Asset Purchase Agreement and not otherwise defined herein being used herein as therein defined) among Buyer, Shire US Holdings, Inc., a Delaware corporation and Seller;

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed to acquire the Transferred Assets and assume the Assumed Liabilities from Seller;

NOW, THEREFORE, in consideration of the sale of the Transferred Assets, and in accordance with the terms of the Asset Purchase Agreement, NewCo and Seller agree as follows:

1. (a) Seller does hereby sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Transferred Assets owned by Seller; *provided* that no sale, transfer, assignment or delivery shall be made of any or any material portion of any Transferred Asset if an attempted sale, assignment, transfer or delivery, without the consent of a third party, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer or the Seller Parties thereunder.

(b) Buyer does hereby accept all the right, title and interest of Seller in, to and under all of the Transferred Assets (except as aforesaid) and Buyer assumes and agrees to pay, perform and discharge promptly and fully when due all of the Assumed Liabilities and to perform all of the obligations of Seller to be performed under the Contracts except to the extent liabilities thereunder constitute Excluded Liabilities.

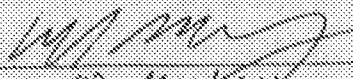
2. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ORGANOGENESIS INC.

By: 
a Name: Geoff Mackay
Title: President + CEO

SHIRE REGENERATIVE MEDICINE,
INC.


By: _____
a Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ORGANOGENESIS INC.

By: _____
Name:
Title:

SHIRE REGENERATIVE MEDICINE,
INC.

By:  _____
Name: Laurden Steiner
Title: Treasurer

[Signature Page to Assignment and Assumption Agreement]

Schedule 2.01(a)
Transferred Intellectual Property Rights

(1) Patents

<u>Title</u>	<u>Base U.S. Patent/ App No.</u>	<u>Patent No.</u>	<u>Jurisdiction</u>	<u>Issue/Filing Date</u>
1. Apparatus for the large scale growth and packaging of cell suspensions and three-dimensional tissue cultures	5,763,267	723592	Australia	12/14/2000
		5,763,267	US	6/9/1998
		JP 1997/537303	Japan	(Pending)
2. Compositions and methods for naturally secreted extracellular matrix	5,830,708	708090	Australia	11/11/1999
		0967934	EPC	3/9/2005
		0967934	France	3/9/2005
		DE69634454T2	Germany	3/9/2005
		0967934	Italy	3/9/2005
		3709487	Japan	8/19/2005
		ES2238076T3	Spain	3/9/2005
		0967934	UK	3/9/2005
3. Compositions and methods for production and use of an injectable naturally secreted extracellular matrix	6,284,284	6,284,284	US	9/4/2001
4. Apparatus for the growth and packaging three dimensional tissue cells	5,843,766	5,843,766	US	12/1/1998
5. Cells or tissues with increased protein factors and methods of making and using same	6,291,240	6,291,240	US	9/18/2001
6. Container for shipping and storing frozen products	6,381,981	6,381,981	US	5/7/2002
7. Methods and composition for	13/042295	Pending	US	3/7/2011

joint healing and repair				
8. Apparatus and Method	5,846,828	5,846,828	US	12/8/1998
9. Apparatus and Method	5,792,603	333617	New Zealand	11/9/2000
		5792603	US	8/11/1998
10. Methods for using a 3-Dimensional Stromal Tissue to Promote Angiogenesis	8,128,924	777853	Australia	2/24/2005
		2367507	Canada	12/29/2009
		1169069	EPC	2/14/2007
		1169069	France	2/14/2007
		60033381	Germany	2/14/2007
		145892	Israel	9/16/2009
		1169069	Italy	2/14/2007
		4709393	Japan	3/25/2011
		1169069	Netherlands	2/14/2007
		1169069	Spain	2/14/2007
		1169069	Switzerland	2/14/2007
		1169069	UK	2/14/2007
		8128924	US	3/6/2012
11. Use of Cultured 3-Dimensional Tissue for Treating Congestive Heart Failure	EP1838840	1838840	EPC	3/9/2011
		1838840	France	3/9/2011
		1838840	Germany	3/9/2011
		1109783	Hong Kong	7/22/2011
		1838840	Italy	3/9/2011
		1838840	Netherlands	3/9/2011
		1838840	Spain	3/9/2011
		1838840	Switzerland	3/9/2011
12. Cultured 3-Dimensional Tissues and Uses Thereof	EP2322600	2322600	EPC	3/21/2012
		2322600	France	3/21/2012
		2322600	Germany	3/21/2012
		2322600	Italy	3/21/2012
		2322600	Netherlands	3/21/2012
		2322600	Switzerland	3/21/2012
		2322600	UK	3/21/2012

(2) Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>App/Reg. No.</u>	<u>Application Date</u>
1. ADVANCED BIOHEALING	Australia	1300574	5/22/2009
	Canada	1437257	5/6/2009 (Pending)
	China	8720413	8720413
	CTM	7591944	2/10/2009
	Indonesia	IDM00293965	7/2/2009
	Korea	40-2009-34505	7/21/2009 (Pending)
	New Zealand	806240	5/11/2009 (Pending)
	South Africa	2009/11551	6/23/2009 (Pending)
	Taiwan	1407244	6/18/2009
	US	77/663144	2/4/2009 (Allowed)