503862707 06/08/2016

PATENT ASSIGNMENT COVER SHEET

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| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------------------|----------------|
| TRUSTEES OF PRINCETON UNIVERSITY | 06/07/2016 |

RECEIVING PARTY DATA

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PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | 9351794 |

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PATENT REEL: 038848 FRAME: 0582

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| ATTORNEY DOCKET NUMBER: | SZY GEN 06 | |
|-------------------------|--|--|
| NAME OF SUBMITTER: | ROY ROSSER | |
| SIGNATURE: | /Roy Rosser/ | |
| DATE SIGNED: | 06/08/2016 | |
| | This document serves as an Oath/Declaration (37 CFR 1.63). | |

Total Attachments: 4

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PATENT REEL: 038848 FRAME: 0583

RELEASE OF PATENT RIGHTS

WHEREAS, <u>Szymon Suckewer</u> of <u>10 Maclean Circle</u>, <u>Princeton</u>, <u>NJ 08540</u> and <u>Alexander Smits</u> of <u>37 Wheatsheaf Lane</u>, <u>Princeton NJ 08540</u> and <u>Steven Hubert</u> of <u>56 Stone Cliff Road</u>, <u>Princeton NJ 08540</u> (the "Inventors"), have disclosed to Princeton University, a not-for-profit educational institution located in Princeton, New Jersey (hereinafter referred to as "Princeton"), an invention with Princeton Docket No. <u>05-2196</u>, entitled, "<u>Method to Alter Damaged Mammalian Skin using a Multiphoton Processes"</u> on which <u>US patent application14/728,414</u> was filed and which issued as <u>US patent 9,351,794</u> (the "Invention");

WHEREAS, the Invention was developed under the auspices of Princeton, and as such the rights of the Inventors and Princeton in the Invention are governed by the terms of the Princeton University Patent Policy, as approved by the Trustees of Princeton University;

WHEREAS, pursuant to the Princeton University Patent Policy, Princeton has determined that it does not wish to continue to participate in the patenting or licensing of the Invention, and that it is willing to release to the Inventors all of Princeton's right, title and interest in and to the Invention on the terms set forth herein; and

WHEREAS, the Inventors wish to accept Princeton's release of all of Princeton's right, title and interest in and to the Patent on the terms set forth herein.

NOW THEREFORE, Princeton and the Inventors (each, a "Party" and collectively, the "Parties") hereby agree and enter into this Release of Patent Rights (this "Agreement") as follows:

- 1. For valuable consideration, the receipt of which is acknowledged, Princeton hereby releases to the Inventors, jointly and severally, all of Princeton's right, title and interest in and to the Invention as disclosed to Princeton, and in and to any and all patents or copyrights, whether United States or foreign, which at any time may be or may have been granted therefor, including any and all renewals, reissues and extensions thereof, and . Such right, title and interest therein and thereto is to be held and enjoyed by the Inventors and their successors and assigns as fully and exclusively as it would have been held and enjoyed by Princeton.
- 2. The Inventors acknowledge and understand that one or more third parties may possibly own rights in and to the Invention or any patents or copyrights granted therefor, and that Princeton is only releasing its share of the ownership rights in the Invention and such patents and copyrights to the Inventors. Furthermore, the Inventors hereby represent and warrant to Princeton that (a) to the best of their knowledge, they are the only inventors of the Invention, and (b) no federal funding was utilized in the development of the Invention. The Inventors acknowledge and understand that other inventors may have rights in and to the Invention or any patents or copyrights granted therefor, and the Inventors agree that they shall be solely responsible for obtaining any such rights from said other inventors.
- 3. The Inventors shall not, without the prior written consent of Princeton in each case, use the name of Princeton or any adaptation thereof, or the name of any trustee, faculty member or other employee of Princeton, (a) in any advertising, promotional or sales literature relating to the Patent or any associated products or services, or (b) in any manner that implies Princeton is endorsing or promoting the such products and services. In addition, the Inventors shall require all legal entities with which they are affiliated, all licensees, franchisees and other third parties that they may engage in connection with development and/or commercialization of the invention(s) claimed in

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the Patents, and all of their respective successors and assigns, to agree in writing to abide by the provisions of this paragraph in the same manner and to the same extent as the Inventors.

- 4. The Inventors acknowledge and understand that Princeton shall have no further responsibility or liability in connection with the possible filing or prosecution of a patent application for the Invention, and that the Inventors shall be solely responsible for such activities, and for obtaining their own legal counsel in connection therewith.
- 5. The Inventors shall indemnify, defend and hold harmless Princeton, its trustees, directors, employees, agents, subcontractors, and students (the "Indemnitees") from and against any liabilities, damages, losses, costs or expense (including, without limitation, reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of or connected with this Agreement, the Invention, any research conducted with respect to the Invention, or any products or services derived therefrom, except to the extent due to the gross negligence or willful misconduct of Princeton. Princeton shall promptly notify Inventors of any claim for which indemnification is sought hereunder, and Princeton shall cooperate with the Inventors in the defense of the claim. The Inventors shall not settle any such claim in a manner that admits liability or imposes any obligation on the Indemnitees without Princeton's prior written consent.
- 6. Princeton makes no representations or warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the Invention or any products, whether tangible or intangible, conceived, discovered, or developed relating thereto; or the ownership, merchantability, or fitness for a particular purpose of the Invention or any such products. Princeton shall not be liable for any direct, consequential, special or other damages suffered by the Inventors, any licensee or franchisee, or any other third parties resulting from use of the Invention or any such products.
- 7. This Agreement constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, if any, between the Parties relating to its subject matter. No provision of this Agreement may be waived, modified or amended unless in writing and signed by the Parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. Any and all claims arising under or related to this Agreement shall be heard and determined only in the federal or state courts of the State of New Jersey, and the parties irrevocably agree to submit themselves to the exclusive and personal jurisdiction of those courts and irrevocably waive any and all rights any such party may now or hereafter have to object to such jurisdiction or the convenience of the forum. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement will remain unaffected, and the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most nearly reflects the original intent of the Parties. Each signatory hereto warrants that he or she is legally competent and authorized to execute this Agreement and to bind the undersigned Party. All Parties have had an opportunity to participate in the drafting of this Agreement; therefore, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitutes one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date set forth below.

| | Princeton University |
|---|---|
| Date: 6/1/14 | By: QUB |
| | Name: JOHN F RITER |
| | Title: DiefcTing, OTL |
| | gurturum. |
| the the second | [Inventor] |
| Date: 6/7/2016 | By: Szymon Suckewer |
| On this Z day of July before me, Notary Public, personally appeared Szymun Su (or proved to me on the basis of satisfactory evident to the within instrument, and acknowledged to me hand and official seal in Murcey. County of certificate. | te) to the the person whose name is substituted that the executed the same. WITNESS my |
| Gean M Bausmod | |
| JEAN M. BAUSMITH A Notary Public of New Jersey My Commussion Expires (CTIODER 30, 2016 | [Inventor] Q4 |
| Date: 6/7/2016 | By: Alexander Smits |
| On this day of before me Notary Public, personally appeared Are decided on the pasis of satisfactory evidents to the within instrument, and acknowledged to make the property of t | 54.75("Inventor"), personally known to me ce) to be the person whose name is subscribed that he executed the same. WITNESS my |
| Jan M. Dussitel | |
| EAN M. SAUSMITH A Notary Public of New Incomy My Commission Expines OCTOBER 20, 2016 | |
| | |
| Page | e 4 of 5 141713.414 |

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On this 26 day of 194 Jobbetore me. Steven Hubert the undersigned Notary Public, personally appeared Steven Fubert ("Inventor"), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal in New Yorks. County of New Yorks. On the date set forth in this certificate.

Notary Public

Notary Public

Hat. 800332888

RECORDED: 06/08/2016