

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4448685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TISSUE REGENERATION SYSTEMS, INC.	03/30/2017
RECEIVING PARTY DATA	
Name:	DEPUY SYNTHES PRODUCTS, INC.
Street Address:	325 PARAMOUNT DRIVE
City:	RAYNHAM
State/Country:	MASSACHUSETTS
Postal Code:	02767-0350
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13036470
Application Number:	13407441
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
<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:	215-568-3100
Email:	assignments@bakerlaw.com
Correspondent Name:	BAKER & HOSTETLER LLP
Address Line 1:	2929 ARCH STREET
Address Line 2:	CIRA CENTRE, 12TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19104
ATTORNEY DOCKET NUMBER:	104525.007410
NAME OF SUBMITTER:	ANN TREVISANI
SIGNATURE:	/Ann Trevisani/
DATE SIGNED:	06/07/2017
Total Attachments: 4	
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Inc#page3.tif

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Inc#page4.tif

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”) is made as of April 12, 2017, between Tissue Regeneration Systems, Inc., a Delaware corporation (“Assignor”), and DePuy Synthes Products, Inc., a Delaware corporation (“Assignee”) (each, a “Party” and together, the “Parties”).

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee, dated as of April 12, 2017 (the “Asset Purchase Agreement”), among other things, Assignor has agreed to sell, convey, deliver, transfer and assign to Assignee, free and clear of all Liens, at the Closing, all of Seller’s right, title and interest in, to and under all of the Purchased Assets, including the Patents listed on Exhibit A hereto (collectively, the “Assigned Patents”); and

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Patents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Section 1.2 of the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Assigned Patents, including any continuations, continuations-in-part, divisionals, reissues, reexaminations and renewals thereof, corresponding supplementary protection certificates and the like and extensions thereof.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Assigned Patents to Assignee.

4. Governing Law; Amendment. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the Parties.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or electronic transmission in .pdf, .tiff or any similar format), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

IN WITNESS WHEREOF, the Assignor has executed this Patent Assignment Agreement on the date set forth below.

ASSIGNOR:

TISSUE REGENERATION SYSTEMS, INC.

By: William J. Fitzsimmons
Name: William J. Fitzsimmons
Title: President and CEO

Date: March 30, 2017

State of Michigan

City of Oakland

On this 30th day of March, 2017, before me personally, William J. Fitzsimmons, 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 or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

Kimberly A. Wallace
Notary Public



Kimberly A. Wallace
Notary Public
Oakland County, Michigan
My Comm. Expires: December 4, 2017
Acting in Oakland County

IN WITNESS WHEREOF, the Assignee has executed this Patent Assignment Agreement on the date set forth below.

ASSIGNEE:

DEPUY SYNTHES PRODUCTS, INC.

By: [Signature]
Name: Robert Laird
Title: Vice President

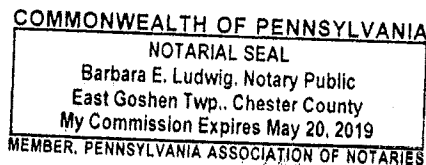
Date: APRIL 7, 2017

State of PENNSYLVANIA

City of WEST CHESTER

On this 7th day of APRIL, 2017, before me personally, ROBERT LAIRD, 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 or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

[Signature]
Notary Public



[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 042636 FRAME: 0527

Exhibit A

Assigned Patents

Title	Owned By	Country	Status	Registration Number
DEGRADABLE CAGE FOR BONE FUSION	TRS	United States	Pending; Filed February 8, 2011	US13/036470
		European Patent Office	Pending; Filed February 8, 2012	EP12753011.1
MODULAR TISSUE SCAFFOLDS	TRS	United States	Pending; Filed February 8, 2012	US13/407441
		European Patent Office	Pending; Filed February 28, 2012	EP12752360.3