504431153 06/26/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4477853

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY DA	ATA	·	
		Name	Execution Date
LOUIS A PEÑA			06/23/2017
XINHUA LIN			06/13/2017
RECEIVING PARTY DA	ТА		
Name: BROOKHAVEN SCIENCE ASSOCIATES, LLC			
Street Address:	40 BROOKHAVEN AVENUE		
Internal Address:	BUILDING 460		
City:	UPTON		
State/Country:	NEW YORK		
Postal Code:	11973-5000)	
	Total: 1		
PROPERTY NUMBERS	Total: 1	Number	
PROPERTY NUMBERS Property Type Application Number:		Number 67391	
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Total Attachments: 4

DATE SIGNED:

source=Ferring (001T5) Executed Assignment - Pena and Lin to Brookhaven LLC#page1.tif source=Ferring (001T5) Executed Assignment - Pena and Lin to Brookhaven LLC#page2.tif source=Ferring (001T5) Executed Assignment - Pena and Lin to Brookhaven LLC#page3.tif

06/26/2017

PATENT REEL: 042817 FRAME: 0099

ASSIGNMENT

WHEREAS, we, the undersigned,

Louis A. PEÑA, resident of 103 Van Brunt Manor Road, Poquott, NY 11733; and Xinhua LIN, resident of 33 Woodwaye Road, Plainview, NY 11803;

together with Paul O. Zamora and Brent Lee Atkinson, have invented certain new and useful improvements in "COMPOSITION COMPRISING BMP-2 AMPLIFIER/CO-ACTIVATOR FOR ENHANCEMENT OF OSTEOGENESIS" and have executed an application for a patent of the United States, having Application No. 11/767,391, filing date of June 22, 2007, and

WHEREAS, Brookhaven Science Associates, LLC (also known as Brookhaven National Laboratory) (hereinafter termed "Assignee"), an organization having a place of business at 40 Brookhaven Avenue, Building 460, Upton, NY 11973-5000, desires to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by us (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt and sufficiency of which is acknowledged by us to have been received in full from said Assignee:

1. We do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. We hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by us shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by us in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon us, our respective heirs, legal representatives and assigns.

4. We hereby warrant and represent that we have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Page 1 of 2

22480589.1.BUSINESS

PATENT REEL: 042817 FRAME: 0100

IN WITNESS WHEREOF, we have executed and delivered this instrument to said Assignee.

Date 6/23 2017 Bv: County of) SS. State of On this 25 day of June, in the year 2017 before me, <u>Donna M. Dowling</u>. Notary Public, personally appeared <u>Low's A. Pena</u>, who 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of NewYork that the foregoing paragraph is true and correct. DONNA M. DOWLING WITNESS my hand and official seal. Notary Public, State of New York No. 4777833, Suffolk County Commission Expires Oct. 31, 20_17 Signature (Notary Public) (Seal) By: Date Xinhua LIN County of) SS. State of ____, in the year 20__, before me, _____, Notary Public, _____, who proved to me on the basis of satisfactory evidence to be the person On this _day of personally appeared whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of ______ that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature ____

(Notary Public)

(Seal)

22480589.1.BUSINESS

ASSIGNMENT

WHEREAS, we, the undersigned,

1.2

Louis A. PEÑA, resident of 103 Van Brunt Manor Road, Poquott, NY 11733; and Xinhua LIN, resident of 33 Woodwaye Road, Plainview, NY 11803;

together with Paul O. Zamora and Brent Lee Atkinson, have invented certain new and useful improvements in "COMPOSITION COMPRISING BMP-2 AMPLIFIER/CO-ACTIVATOR FOR ENHANCEMENT OF OSTEOGENESIS" and have executed an application for a patent of the United States, having Application No. 11/767,391, filing date of June 22, 2007, and

WHEREAS, Brookhaven Science Associates, LLC (also known as Brookhaven National Laboratory) (hereinafter termed "Assignee"), an organization having a place of business at 40 Brookhaven Avenue, Building 460, Upton, NY 11973-5000, desires to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by us (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt and sufficiency of which is acknowledged by us to have been received in full from said Assignee:

1. We do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. We hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by us shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by us in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon us, our respective heirs, legal representatives and assigns.

4. We hereby warrant and represent that we have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Page 1 of 2

22480589.1.BUSINESS

PATENT 2765USØ REEL: 042817 FRAME: 0102

22480589.1.BUSINESS

REEL: 042817 FRAME: 01039

IN WITNESS WHEREOF, we have executed and delivered this instrument to said Assignee.

Date	Ву:	
	Louis A. PEÑA	
County of	_,)) SS.) _, in the year <u>20_</u> , before me,	, Notary Public,
whose name is subscribed to the within in capacity, and that by his/her signature executed the instrument. I certify und foregoing paragraph is true and correct.	, who proved to me on the base of the second s	, Notary Public, asis of satisfactory evidence to be the person /she executed the same in his/her authorized ty upon behalf of which the person acted, laws of the State of that the
WITNESS my hand and official seal.		
Signature(Notary Pul	blic)	
(110tary 1 ut	·····	(Seal)
Date 6/13/2017	By: Xinhua LIN	K
County of Nascan		
State of <u>N</u> On this <u>B</u> day of <u>Take</u> personally appeared <u>Xinhua Lin</u> whose name is subscribed to the within ins capacity, and that by his/her signature of	, in the year <u>201</u> , before me, <u>200</u> , who proved to me on the bas strument, and acknowledged to me that he/s in the instrument, the person or the entity r PENALTY OF PERIURY under the last	sis of satisfactory evidence to be the person she executed the same in his/her authorized upon behalf of which the person acted, aws of the State of that the
WITNESS my hand and official seal. Signature <u>Multiple</u> (Notary Publ	Michael B. Anton Notary Public, State of No. 01AN62611 Commission Expires 0 Cualified in Suffolk	New York 182 5-07-2020

Page 2 of 2