

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YU-CHONG TAI	08/29/2017
ROBERT GRUBBS	08/31/2017
RECEIVING PARTY DATA	
Name:	CALIFORNIA INSTITUTE OF TECHNOLOGY
Street Address:	1200 E. CALIFORNIA BOULEVARD
Internal Address:	MC210-85
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91125
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61481037
Application Number:	61591808
PCT Number:	US1235654
CORRESPONDENCE DATA	
Fax Number:	(925)472-8895
<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>	
Email:	sguevara@kilpatricktownsend.com
Correspondent Name:	MARK PHILIP MATHISON
Address Line 1:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 2:	1100 PEACHTREE STREET, SUITE 2800
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	091865-1057931-001310PC
NAME OF SUBMITTER:	SVETLANA GUEVARA
SIGNATURE:	/Svetlana Guevara/
DATE SIGNED:	10/09/2017
Total Attachments: 4	
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ASSIGNMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of April 29, 2011 and is by Yu-Chong Tai, a U.S. citizen residing in Pasadena, California and Robert Grubbs, a U.S. citizen residing in South Pasadena, California (hereinafter "ASSIGNORS").

ASSIGNORS and other inventors have conceived of one or more inventions, and/or has invented new and useful improvements, (collectively referred to as the "Invention") disclosed in one or more of the following patent applications (collectively referred to as the "Applications"):

- **BIOCOMPATIBLE SUBSTRATE FOR FACILITATING INTERCONNECTIONS BETWEEN STEM CELLS AND TARGET TISSUES AND METHODS FOR IMPLANTING SAME** and which is found in U.S. Provisional Application No. 61/481,037 filed April 29, 2011
- **INSTRUMENTS AND METHODS FOR THE IMPLANTATION OF CELL-SEEDED SUBSTRATES** and which is found in U.S. Provisional Application No. 61/591,808 filed January 27, 2012
- **INSTRUMENTS AND METHODS FOR THE IMPLANTATION OF CELL-SEEDED SUBSTRATES** and which is found in PCT Application No. PCT/US2012/035654 filed April 27, 2012
- **INSTRUMENTS AND METHODS FOR THE IMPLANTATION OF CELL-SEEDED SUBSTRATES** and which is found in U.S. Application No. 14/114,160 filed October 25, 2013

WHEREAS, California Institute of Technology, a California corporation having offices in Pasadena, California ("ASSIGNEE") desires to acquire and confirm the ASSIGNORS' entire right, title, and interest in and to the Invention and the Applications, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS agree to assign and do hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, ASSIGNORS' entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNORS alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Applications (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, design rights, copyright registrations, reproduction rights, and ASSIGNORS waive any and all moral rights under 17 U.S.C. § 106A or otherwise.

D. Those items of ASSIGNORS' tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Applications, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNORS have knowledge respecting the Invention, Applications, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense.

AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

A. This Agreement is binding on ASSIGNORS, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNORS.

B. If ASSIGNORS cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNORS acknowledge that, to the best of their knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNORS further acknowledge that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNORS personally, and ASSIGNORS has the right to seek independent counsel of their own individual choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNORS shall be effective.

(The remainder of this page is intentionally left blank. The signature page(s) follows.)

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of
Aug. 2017, ~~2014.~~


Yu-Chong Tai

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of
_____, 2014.

Robert Grubbs

17059346

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of
_____, 2014.

Yu-Chong Tai

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 31 day of
August, ~~2014~~ 2017

Robert Grubbs

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