# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4634561

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the TITLE OF ASSIGNEE SHOULD READ "NEW YORK STEM CELL FOUNDATION, INC." previously recorded on Reel 039921 Frame 0862. Assignor(s) hereby confirms the TITLE OF ASSIGNEE PREVIOUSLY LISTED "NEW YORK STEM CELL FOUNDATION".

# **CONVEYING PARTY DATA**

Name	Execution Date
GIUSEPPE MARIA DE PEPPO	11/21/2014

#### **RECEIVING PARTY DATA**

Name:	NEW YORK STEM CELL FOUNDATION, INC.
Street Address:	619 WEST 54TH ST
Internal Address:	3RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14959950

# **CORRESPONDENCE DATA**

Fax Number: (858)638-5040

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.

Phone: 858-677-1442

Email: chris.wilson@dlapiper.com LISA A. HAILE, J.D., PH.D. Correspondent Name:

Address Line 1: 4365 EXECUTIVE DRIVE, SUITE 1100 Address Line 4: SAN DIEGO, CALIFORNIA 92121-2133

ATTORNEY DOCKET NUMBER:	NYSC1240-3
NAME OF SUBMITTER:	LISA A. HAILE
SIGNATURE:	/Lisa A. Haile/
DATE SIGNED:	10/10/2017

**Total Attachments: 5** 

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**PATENT REEL: 044172 FRAME: 0980** 

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# PA'I ENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT4079707

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
GIUSEPPE MARIA DE PEPPO	11/21/2014

#### RECEIVING PARTY DATA

Name:	NEW YORK STEM CELL FOUNDATION
Street Address:	1995 BROADWAY
Internal Address:	SUITE 600
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10023

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14959950

# **CORRESPONDENCE DATA**

Fax Number:

(858)638-5040

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.

Phone:

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Shannon.Warner@dlapiper.com

**Correspondent Name:** 

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Address Line 1:

4365 EXECUTIVE DRIVE

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**SUITE 1100** 

Address Line 4:

SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	NYSC1240-3
NAME OF SUBMITTER:	LISA A. HAILE
SIGNATURE:	/Lisa Haile/
DATE SIGNED:	10/03/2016

# **Total Attachments: 4**

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ATTORNEY DOCKET NO.: NYSC1240

# **ASSIGNMENT**

This assignment ("Assignment") is made by Giuseppe Maria de Peppo of New York, New York (the "Assignor") to Assignee, **NEW YORK STEM CELL FOUNDATION** ("Assignee"), having a place of business at 619 West 54<sup>th</sup> Street, 3<sup>rd</sup> Floor, New York, NY 10019.

#### Recitals

A. The Assignor has invented a new and useful invention entitled **BONE GRAFTS AND METHODS OF MAKING AND USING THE SAME** for which an application for United States Provisional Patent Application was filed December 30, 2013 in the United States Patent and Trademark Office.

B. The Assignor authorizes and requests insertion of the serial number of the application when officially known:

The United States Provisional Application Serial No.: 61/921,915.

- C. The Assignor believes the Assignor to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.
- D. The parties desire to have a recordable instrument assigning from the Assignor to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

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> PATENT REEL: 044172 FRAME: 0983

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### Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

- 1. The Assignor does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
- 2. The Assignor agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure the Assignor's signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

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- 3. The Assignor represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.
- 4. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.
- 5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

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# ATTORNEY DOCKET NO.: NYSC1240

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date(s) provided below.

Date: 1/21/14

Assignor: Giuseppe Maria de Peppo

Signature:

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