

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5023875

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATRIX MEDICAL LLC	03/02/2014
RECEIVING PARTY DATA	
Name:	TENAXIS MEDICAL, INC.
Street Address:	675 MCDONNELL BLVD.
City:	HAZELWOOD
State/Country:	MISSOURI
Postal Code:	63042
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15956454
CORRESPONDENCE DATA	
Fax Number:	(312)827-8185
<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:	312.371.1121
Email:	chicago.patents@klgates.com
Correspondent Name:	K&L GATES LLP
Address Line 1:	P. O. BOX 1135
Address Line 4:	CHICAGO, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	3712044.05320
NAME OF SUBMITTER:	KELLY A. PLUMMER
SIGNATURE:	/Kelly A. Plummer/
DATE SIGNED:	06/26/2018
Total Attachments: 4	
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AMENDED ASSIGNMENT

This Amended Assignment (the "Agreement"), effective as of March 2, 2014, is entered into by and between Tenaxis Medical, Inc. ("Tenaxis"), a Delaware corporation, and Matrix Medical, LLC ("Matrix"), a Delaware limited liability company.

RECITALS

- A. Matrix owns all world-wide rights in and to the patent applications listed on Schedule 1 hereto and any divisions, continuations or continuations-in-part (with respect to the subject matter disclosed in the applications listed on Schedule 1); any patents issued with respect thereto (including those listed on Schedule 1); any extensions, reissues or foreign counterparts of any such patents or patent applications; and any applications that claim priority to any provisional applications listed on Schedule 1 ("Assigned Patents").
- B. Matrix desires to assign the ownership of the Assigned Patents and Tenaxis desires to acquire ownership of the Assigned Patents;
- C. Tenaxis is currently in negotiations to be acquired in a change-of-control transaction, the closing of which is referred to as the "Closing";
- D. Tenaxis and Matrix desire this Agreement to supercede entirely that certain Assignment dated March 2, 2014.

NOW THEREFORE, in consideration of the sum of One Million and 00/100 Dollars (\$1,000,000) to be paid subject to, and as soon as practicable following, the Closing and other good and valuable consideration (including the benefit received from the defense of patent litigation brought against Tenaxis, which defense is the responsibility of Matrix, and which resulted in the incurrence of approximately Eight Hundred Thousand Dollars (\$800,000) of expenses by Tenaxis), the receipt and adequacy of which is hereby acknowledged, Tenaxis and Matrix hereby agree as follows, subject to the Closing:

- 1. Matrix acknowledges that in Matrix's capacity as a substantial shareholder of Tenaxis, Matrix will benefit from this assignment of the Assigned Patents to Tenaxis.
- 2. Matrix hereby sells, assigns and transfers unto Tenaxis, all of Matrix's right, title and interest in and to the Assigned Patents, for Tenaxis' absolute benefit, including the rights to seek injunctions to prohibit infringement of the Assigned Patents, to sue for damages for any and all past, present and future infringement of the Assigned Patents, and to receive and/or collect damages therefrom without any accounting to Matrix.
- 3. Contemporaneously herewith, Tenaxis shall execute the License Agreement between Tenaxis and Avalon Medical, Inc. annexed hereto as Schedule 2.

Tenaxis shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, that hereafter become due, that are associated with the perfection of Tenaxis' right, title and interest in and to each Assigned Patent and recordation thereof. With respect to all of the Assigned Patents,

whether pending or issued inside or outside of the United States, upon Tenaxis' written request and at Tenaxis' expense, Matrix shall execute all documents and instruments prepared by Tenaxis, and shall do all lawful acts, in each case as may be reasonably necessary to perfect Tenaxis' right, title and interest in and to such Assigned Patents and recordation thereof. Matrix shall transfer to Tenaxis all files and records, original and copy text, materials and documents in any and all media and copy media (in whatever form) in Matrix' possession or control pertaining to the Assigned Patents.

4. Matrix represents and warrants to Tenaxis that, (i) Matrix is the legal, beneficial, and sole owner of each of the Assigned Patents; (ii) Matrix has the full right and power to assign all right, title and interest in each of the Assigned Patents, free and clear of any claims or encumbrances of any kind, and the Assigned Patents are not subject to any licenses, other than (A) such license rights as may exist under the License Agreement effective as of June 27, 2004 to PneumRx, Inc. (as amended by the Amendment and Second Amendment thereto) ("PneumRx License"); (B) the License Agreement dated May 28, 2004 and amended May 31, 2005 with Tenaxis; (C) Tenaxis' Sublicense Agreement with PneumRx, Inc. dated August 22, 2005; and (D) PneumRx' rights to expand the "Field" of its license (if Tenaxis loses such license rights) pursuant to that certain Agreement between Matrix and PneumRx (regarding therapies for human applications as a sealant to seal needle biopsy tracks) effective as of August 22, 2005 ("PneumRx Field Agreement"); (iii) Matrix has provided to Tenaxis true and correct copies of the documents noted in clauses (ii)(A) and (ii)(D) above; (iv) to Matrix' knowledge, each of the Assigned Patents is valid and enforceable and no third party has challenged, or threatened to challenge, the validity or enforceability of any of the Assigned Patents; (v) the execution and performance of this Agreement has not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations Matrix has to any third party; (vi) Matrix has not covenanted or agreed with any third party not to sue or otherwise enforce any legal rights with respect to any of the Assigned Patents or granted or promised to grant to any third party any release of any claims or potential claims arising from any infringement of the Assigned Patents; and (vii) all maintenance fees and annuities for the Assigned Patents (due prior to the date hereof) have been paid in full.

5. Matrix hereby assigns and transfers to Tenaxis all rights, title and interest Matrix has under the PneumRx License and the PneumRx Field Agreement, including without limitation the right to enforce, defend against enforcement, and any right to terminate, such agreements in accordance with their respective terms.

6. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties.

7. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the State of Delaware, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof.

Annexed hereto as Schedule 3 are true and correct copies of the necessary manager or member consents of Matrix authorizing the execution of this Agreement, which constitute the sole actions required to authorize the Agreement. Annexed hereto as Schedule 4 is a true and correct copy of the board consent of Tenaxis authorizing the execution of this Agreement, which constitutes the sole actions required to authorize the Agreement.

8. This Agreement and the Schedules hereto embodies the entire understanding of the parties with respect to the assignment of the Assigned Patents and merges all prior discussions between the parties. Neither party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided therein.

9. This Agreement may be executed by the parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

10. Neither party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first set forth above.

By: [Signature]
Name: John N Hendrick
Title: BOARD MEMBER TENAXIS MEDICAL INC.

By: [Signature]
Name: HEMAL SANKHARSI
Title: FOUNDER, MATRIX MEDICAL

SCHEDULE 1

ASSIGNED PATENTS

- U.S. Patent Application No. 10/243,482, filed September 13, 2002, entitled "Biocompatible Phase Invertable Proteinaceous Compositions and Methods for Making and Using the Same."
- US Pub. No. 2004/0052850 [*Note: US App. No. 10/243,482 was abandoned but has published as US Pub. No. 2004/00528501*]
- U.S. Patent Application No. 10/635,847, filed August 5, 2003, entitled "Biocompatible Phase Invertable Proteinaceous Compositions and Methods for Making and Using the Same". (Continuation-in-part of application No. 10/243,482 filed on September 13, 2002)
- US Pat. No. 7,303,757 [*Note: This is a continuation-in-part of both 60/401,282 and 10/243,482 and issued with respect to U.S. Patent Application No. 10/635,8471*]
- U.S. Provisional Patent Application No. 60/401,282
- US patent applications that claim priority to US Provisional App. No. 60/401,282 that have issued, namely:
 - 10/635,847, now issued as 7,303,757 [*Note: same as above*]
 - 11/877,396, now issued as 7,871,639
 - 12/510,890, now issued as 8,349,348
 - 12/643,890 (which claims priority to 60/401,282 and is currently pending)

Any reissues, extensions, substitutions, continuations, divisions, and continuation-in-part applications of the above applications.