10/11/2018 505137216

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT5183979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		

CONVEYING PARTY DATA

Name	Execution Date	
CARTICEPT MEDICAL, INC.	12/29/2011	

RECEIVING PARTY DATA

Name:	CARTIVA, INC.
Street Address:	6120 WINDWARD PARKWAY
Internal Address:	SUITE 220
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30005

PROPERTY NUMBERS Total: 1

Property Type	Number		
Patent Number:	8038920		

CORRESPONDENCE DATA

Fax Number: (215)979-1020

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: 215-979-1255

Email: smhewitt@duanemorris.com Correspondent Name: SAMUEL W. APICELLI Address Line 1: 30 SOUTH 17TH STREET

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	CARTIVA
NAME OF SUBMITTER:	SAMUEL W. APICELLI, USPTO REG. # 36,427
SIGNATURE:	/Samuel W. Apicelli/
DATE SIGNED:	10/11/2018

Total Attachments: 4

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> **PATENT REEL: 047135 FRAME: 0443** 505137216

PATENT ASSIGNMENT

WHEREAS, Carticept Medical, Inc., a Delaware corporation having offices at 6120 Windward Parkway, Suite 220, Alpharetta, Georgia 30005 (hereinafter "ASSIGNOR"), represents and warrants that it has certain right, title, and interest to certain inventions, technologies and useful improvements for which the patents and patent applications listed in the following table (hereinafter "the Patents and Patent Applications") have been filed both in the United States and outside the United States:

Atty Ref. No.	Title	Country	Status	Appl. No.	Filing Date	Patent/Publ. No. (if applicable)
WINDW.035PR	Hydrogel Implants Having a Reverse Tapered Shape	U.S.	Pending	61/490,507	5/26/2011	
WINOW.021A	Meniscus Prosthesis	U.S.	Pending	10/865,238	6/10/2004	U.S. Publ. No. 2005/0278025
WINDW.021VPC	Meniscus Prosihesis	PCT	Closed	PCT/US05/20353	6/8/2008	PCT Publ. No. WO 2005/122966
WINDW.021VEP	Meniscus Proathesis	Europe	Pending	06757703.3	6/8/2005	EP Publ. No. 1786366
WINOW.021VJP	Meniscus Prosthesis	Japan	Abandoned	2007-527737	6/8/2005	JP Publ. No. 2008-502452
WINDW.024PR1	Method of Producing PVA Hydrogel Implants and Related Devices	U.S.	Expired	50/761,903	1/25/2006	
WINDW.024PR2	Method of Producing PVA Hydrogel Implants and Related Devices	U.S.	Expired	60/821,182	8/2/2006	*
WINDW.024A	Method of Producing PVA Hydrogel Implants and Related Devices	U.S.	lssued	11/626,405	1/24/2007	U.S. Pal. No. 8,038,920
WINDW.024C1	Method of Producing PVA Hydrogel Implants and Related Devices	U.S.	Pending	13/237,039	9/20/2011	
WINDW.024VPC	Method of Producing PVA Hydrogel implants and Related Devices	PCT	Closed	PCT/US07/001929	1/25/2007	PCT Publ. No. WO 2007/087384
WINDW.824VCN	Method of Producing PVA Hydrogel Implants and Related Devices	China	Pending	200780002941	1/25/2007	CN Publ. No. 101370446
WINDW.024VEP	Method of Producing PVA Hydrogel implants and Related Devices	Europe	Pending	07762801.8	1/25/2007	EP Publ. No. 1993481
WINDW.025PR	Orthopaedic Cement Mixtures with Low Weight Percent PVA Solution	U.S.	Expired	60/968,709	8/29/2007	
WINDW.025A	Orthopaedic Cement Mixtures with Low Weight Percent PVA Solution	U.S.	Abandoned	12/194,980	8/20/2008	U.S. Publ. No. 20090062423
WINDW.025VPC	Orthopaedic Cement Mixtures with Low Weight Percent PVA Solution	FCT	Expired	PCT/US08/009912	8/20/2008	PCT Publ. No. WO 2009/032071

WHEREAS, Cartiva, Inc., a Delaware corporation having offices at 6120 Windward Parkway, Suite 220, Alpharetta, Georgia 30005 (hereinafter "ASSIGNEE") desires to purchase

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PATENT REEL: 047135 FRAME: 0444 ASSIGNOR's entire right, title, and interest in and to the inventions, technologies and improvements disclosed in the Patents and Patent Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said inventions, technologies, and improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said inventions, technologies, or improvements or for said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said inventions, technologies, and improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and Patent Applications before or after issuance;

ASSIGNOR hereby covenants and agrees that it will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and, to the extent that ASSIGNOR has any unique knowledge not available to ASSIGNEE, will undertake reasonable actions, at ASSIGNEE's expense, to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

On	Behalf	of	Assignor,	Carticept	Medical.	inc.:
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of December, 2011.

CARTICEPT MEDICAL, INC.

Name Printed: Timothy Patrick

Title: Chief Executive Officer

Date December 29, 2011

STATE OF Georgia SE

On Thember 29, 2011, before me, Natherine E. Internation — notary public, personally appeared Timothy Patrick who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Ashunio E Vicinitaria Notary Signature

> KATHERINE E WEINSTEIN Notary Public Fulton County State of Georgia My Commission Explose 10-8-13

On Behalf of Assignee, Cartiva, Inc.:

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 27 day of December, 2011.

Name Printed: <u>Peter J. Pizzo, III</u> **Vice President, Finance &**

Title: —Chief Financial Officer——

Date: <u>Dezusu</u> 29, 2011

STATE OF GOOG!

On <u>December 29, 20</u>/l before me, <u>Latherine E. Vervolein</u>, notary public, personally appeared Peter J. Pizzo, III who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

KATHERINE E WEINSTEIN Notary Public Fulton County State of Georgia My Commission Explose 10-8-13

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RECORDED: 10/11/2018