

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5377017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
INREGEN	12/28/2018

RECEIVING PARTY DATA

Name:	EASTERN CAPITAL LIMITED
Street Address:	10 MARKET STREET
Internal Address:	#773
City:	CAMANA BAY, GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-9006

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	8337485
Patent Number:	9271824
Patent Number:	7918897
Application Number:	12371522
Application Number:	13696051
Application Number:	15599137
Application Number:	15057029
Application Number:	15289822
Application Number:	13037559
Application Number:	14029129
Application Number:	61330774
Application Number:	61413371
Application Number:	61419751
Application Number:	61028860
Application Number:	61334148
Application Number:	61371541
Application Number:	61413379
Application Number:	61416267
Application Number:	61447460

PATENT

Property Type	Number
Application Number:	61330810
Application Number:	61375106
Application Number:	61201555
Application Number:	61201554
Application Number:	61201550
Application Number:	61114382
Application Number:	61114388
Application Number:	61114021
Application Number:	61113542
Application Number:	61111242
Application Number:	61878508
Application Number:	60772754
PCT Number:	US0963306

CORRESPONDENCE DATA

Fax Number:

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.

Email: shill@velaw.com

Correspondent Name: SEAN M. HILL

Address Line 1: 1001 FANNIN STREET, SUITE 2500

Address Line 2: VINSON & ELKINS LLP

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	DAR560-67002
NAME OF SUBMITTER:	SEAN M. HILL
SIGNATURE:	/Sean M. Hill/
DATE SIGNED:	02/14/2019

Total Attachments: 3

source=inRegen - Orgagen - Assignment of Notes to Eastern Capital (Fully Executed)#page1.tif

source=inRegen - Orgagen - Assignment of Notes to Eastern Capital (Fully Executed)#page2.tif

source=inRegen - Orgagen - Assignment of Notes to Eastern Capital (Fully Executed)#page3.tif

ASSIGNMENT OF NOTE AND SECURITY INTERESTS

THIS ASSIGNMENT OF NOTE AND SECURITY INTERESTS (this "Assignment") is dated as of December 28, 2018 and is made by inRegen, a Cayman Island exempted company ("Assignor") and Eastern Capital Limited, a Cayman Islands exempted company ("Assignee").

RECITALS:

A. On the terms and subject to the conditions set forth in this Assignment, Assignor desires to transfer and assign to the Assignee specified below, and Assignee desires to accept from Assignor, all of Assignor's rights and obligations under (i) the Asset Purchase Agreement dated December 28, 2018, by and among Assignor, Orgagen, Inc., a Delaware corporation ("Orgagen") and Twin City Bio LLC, a Delaware limited liability company (the "Asset Purchase Agreement"), (ii) a Senior Secured Convertible Promissory Note in the aggregate principal amount of \$4,050,000.00 issued pursuant to the Asset Purchase Agreement and dated as of December 28, 2018 (the "Note"), such Note having been executed by Orgagen and made payable to the order of Assignor, (iii) the Security Agreement (the "Security Agreement") dated as of December 28, 2018 and executed by Orgagen in favor of Assignor and (iv) the Intellectual Property Security Agreement (the "IP Security Agreement" and, together with the Asset Purchase Agreement, the Note and the Security Agreement and all other related documents and instruments, the "Assigned Agreements") dated as of December 28, 2018 by Orgagen in favor of Assignor; and

B. After giving effect to all transactions contemplated by this Assignment, the rights and obligations held by Assignor in the Assigned Agreements immediately prior to giving effect to this Assignment will be held by Assignee after giving effect to all assignments, distributions and contributions contemplated by this Assignment.

AGREEMENT:

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. Assignor, in exchange for \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, endorses and delivers unto Assignee, without recourse, all of Assignor's rights and obligations under the Assigned Agreements together with any claims and causes of action of Assignor against Orgagen relating to or arising in connection with the Assigned Agreements, or the loan made pursuant to the Note.

For the same consideration, Assignor hereby assigns, transfers and conveys unto Assignee, without recourse, all of Assignor's right, title and interest in and to any and all liens, security interests, financing statements, and other documents relating to, executed in connection with, or constituting security or collateral for the indebtedness and obligations of Orgagen to Assignor under the Asset Purchase Agreement and the Note.

2. Endorsement of Note; Delivery of Assigned Agreements. Assignor shall endorse the Note to Assignee as follows: "Pay to the order of Eastern Capital Limited, a Cayman Islands exempted company, without recourse, warranty and representation

except as set forth in that certain Assignment of Note and Security Interests dated as of December 28, 2018, by and between inRegen, a Cayman Island exempted company and Eastern Capital Limited, a Cayman Islands exempted company.” Assignor further agrees to deliver to the Assignee as contemplated herein the originals of the Assigned Agreements that are from time to time in its possession or control.

3. Representations. Assignor represents and warrants to the Assignee that at the time of the applicable assignment, (a) Assignor is the owner and holder of the full, undivided right, title and interest in and to the Assigned Agreements and (b) Assignor has full power and authority to assign, transfer and convey the Assigned Agreements and the attendant liens, rights, titles, assignments and interests described herein.

4. Further Assurances. Assignor agrees to, at any time and from and after the date hereof, deliver to Assignee such instruments of assignment pertaining to the security interests and liens evidenced by the Assigned Agreements in any property, real or personal, of Orgagen as Assignee may reasonably request to effectuate, or reflect of public record, the assignment of all such security interests and liens to Assignee, without recourse, representation or warranty of any kind (other than warranties set forth herein).

5. Effect of Assignment. This Assignment shall inure to the benefit of Assignee and Assignee’s successors and assigns. The Assignee hereby assumes all of Assignor’s rights and obligations under the Assigned Agreements, and Assignee agrees to be bound by the provisions of the Assigned Agreement for so long as and to the extent that Assignee is Assignor’s successor in interest to the Assigned Agreements.


6. Governing Law. This Assignment shall be governed by the laws of the Cayman Islands without reference to the principles of conflicts of law that would result in the application of the laws of another jurisdiction.

7. Miscellaneous. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment and the documents referred to in this Assignment contain the entire understanding of the parties to this Assignment in respect of the subject matter contained in this Assignment. There are no restrictions, promises, warranties, conveyances or undertakings other than those expressly set forth in this Assignment. This Assignment supersedes any prior agreements and understandings between the parties with respect to the subject matter of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

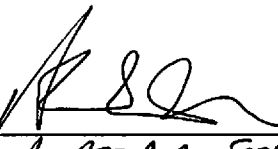
ASSIGNOR:

inRegen:

By: 
Name: ALASDAIR FOSTER
Title: DIRECTOR

ASSIGNEE:

Eastern Capital Limited:

By: 
Name: ALASDAIR FOSTER
Title: DIRECTOR