

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5392638

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the INTELLECTUAL PROPERTY SECURITY AGREEMENT previously recorded on Reel 033255 Frame 0574. Assignor(s) hereby confirms the SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Execution Date
ORGAN TRANSPORT SYSTEMS, INC.	05/06/2014

RECEIVING PARTY DATA

Name:	HEARTLAND CAPITAL FUNDING, LLC
Street Address:	2821 WEST 7TH STREET, SUITE 200
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76107

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6677150
Patent Number:	7176015

CORRESPONDENCE DATA

Fax Number: (817)405-6902

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: (817) 405-6900

Email: roland@bondsellis.com

Correspondent Name: ROLAND P SCHAFFER

Address Line 1: 420 THROCKMORTON STREET, SUITE 1000

Address Line 4: FORT WORTH, TEXAS 76102

NAME OF SUBMITTER:	ROLAND P. SCHAFFER
SIGNATURE:	/Roland P. Schafer/
DATE SIGNED:	02/26/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2919539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ORGAN TRANSPORT SYSTEMS, INC.	05/06/2014
RECEIVING PARTY DATA	
Name:	HEARTLAND CAPITAL FUNDING, LLC
Street Address:	2821 WEST 7TH STREET, SUITE 200
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76107
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6677150
Patent Number:	7176015
Application Number:	09953338
CORRESPONDENCE DATA	
Fax Number:	(214)661-6852
<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:	214-953-6052
Email:	khodge@jw.com
Correspondent Name:	KELLY HODGE
Address Line 1:	901 MAIN STREET, SUITE 6000
Address Line 4:	DALLAS, TEXAS 75202
ATTORNEY DOCKET NUMBER:	142846.1
NAME OF SUBMITTER:	KELLY HODGE
SIGNATURE:	/Kelly Hodge/
DATE SIGNED:	06/30/2014
Total Attachments: 6	
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PATENT

**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of October 30, 2014, by and between HEARTLAND CAPITAL FUNDING, LLC, a Texas limited liability company ("Lender"), and ORGAN TRANSPORT SYSTEMS, INC., a Nevada corporation ("Grantor").

RECITALS

A. Lender has advanced and agreed to make certain additional advances of money to Grantor (the "Loan") in the amounts and manner set forth in that certain Second Amended and Restated 10% Senior Secured Convertible Note by and between Lender and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Note"). The Loan is secured by, among other things, that certain Amended and Restated Security Agreement of even date with the Note, by and between Lender and Grantor (the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement), pursuant to which Grantor granted to Lender a security interest in the Intellectual Property Collateral (as defined below).

B. Lender and Grantor entered into an Intellectual Property Security Agreement dated as of May 6, 2014 (as previously amended, the "Original IPSA") for the purpose of further evidencing Lender's security interest in and to the Intellectual Property Collateral and now desire to amend and restate the Original IPSA as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Note, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark, trade names, trade styles and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All substitutions for, additions, attachments, accessories, accessions, and improvements to and replacements, proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ORGAN TRANSPORT SYSTEMS, INC.

By: Michael Holder
Name: Michael Holder
Title: CEO

LENDER:

HEARTLAND CAPITAL FUNDING, LLC,
a Texas limited liability company

By: Grant Coates
Name: Grant Coates
Title: President

EXHIBIT A

Copyrights

Domain Name	TLD	Registrar	Registration Date	Status	Privacy	Locked	Remarks
ORGANTRANSPORT.BIZ	.biz	GoDaddy	5/9/2014	Active	Public	Locked	Under Construction Page
ORGANTRANSPORT.CO	.co	GoDaddy	4/9/2014	Active	Public	Locked	Under Construction Page
ORGANTRANSPORT.MOBI	.mobi	GoDaddy	9/10/2014	Active	Public	Locked	Under Construction Page
lifecradle.com	.com	eNom	3/19/2015	Active	Public	Locked	Under Construction Page
organtransportsystems.com	.com	Network Solutions	4/9/2015	Active	Private	Locked	ADNS Services
ORGANTRANSPORT.US	.us	GoDaddy	9/9/2015	Active	Public	Locked	Under Construction Page
ORGAN TRANSPORT.COM	.com	GoDaddy	9/10/2015	Active	Public	Locked	Under Construction Page
ORGANTRANSPORT.NET	.net	GoDaddy	9/10/2015	Active	Public	Locked	Under Construction Page
ORGANTRANSPORT.ORG	.org	GoDaddy	9/10/2015	Active	Public	Locked	Under Construction Page

EXHIBIT B

Patents

Patent Title	Jurisdiction	Registration or Patent Number and Date
Organ Preservation Apparatus and Methods	United States	Patent No. US6,677,150 Date Patent Issued: January 13, 2004
Organ Preservation Apparatus and Methods	United States	Patent No. US7,176,015 Date Patent Issued: February 13, 2007
Organ Preservation Apparatus and Methods	Australia	Patent No. AU2008212023 Date Patent Issued: September 9, 2010
Organ Preservation Apparatus and Methods	South Africa	Patent No. ZA2004/02794 Date Patent Issued: December 29, 2004
Organ Preservation Apparatus and Methods	European Patent Office	Patent No. EP1435777, US application Publication Number US2003/054540 Date Patent Granted: June 2, 2010
Organ Preservation Apparatus and Methods	Austria	Patent No. AU1435777 Date Patent Issued: June 2, 2010
Organ Preservation Apparatus and Methods	Belgium	Patent No. BE1435777 Date Patent Issued: June 2, 2010
Organ Preservation Apparatus and Methods	France	Patent No. FR1435777 Date Patent Issued: June 2, 2010
Organ Preservation Apparatus and Methods	Germany	Patent No. DE60236607 Date Patent Issued: June 2, 2010
Organ Preservation Apparatus and Methods	Italy	Patent No. IT1435777 Date Patent Issued: June 2, 2010
Organ Preservation Apparatus and Methods	Netherlands	Patent No. NL1435777 Date Patent Issued: June 2, 2010
Organ Preservation Apparatus and Methods	Spain	Patent No. ES1435777 Date Patent Issued: June 2, 2010
Organ Preservation Apparatus and Methods	United Kingdom	Patent No. GB1435777 Date Patent Issued: June 2, 2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LifeCradle® (US)	Reg. No. 3,554,518	December 30, 2008