

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5332756

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CORRECTIVE RELEASE OF 1ST LIEN SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF AMERICA, N.A.	01/18/2019
RECEIVING PARTY DATA	
Name:	LIFESCAN IP HOLDINGS, LLC
Street Address:	1209 ORANGE STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9080145
Patent Number:	9096832
Patent Number:	9744195
Patent Number:	7756586
Application Number:	11420895
Application Number:	12183557
Application Number:	14735841
Application Number:	15660885
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/18/2019

PATENT

Total Attachments: 5

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Bank of America, N.A.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Lifescan IP Holdings, LLC
Internal Address: _____
Street Address: 1209 Orange Street
City: Wilmington
State: DE
Country: USA Zip: 19801

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) January 18, 2019

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Corrective Release of 1st Lien Security Interest

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
See Schedule I

B. Patent No.(s)
See Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Elaine Carrera, Legal Assistant
Internal Address: _____
Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number: _____
Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____
Authorized User Name _____

9. Signature: Elaine Carrera Signature January 18, 2019 Date

Elaine Carrera Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CORRECTIVE RELEASE OF FIRST LIEN SECURITY INTEREST IN CERTAIN PATENTS

This CORRECTIVE RELEASE OF FIRST LIEN SECURITY INTEREST IN CERTAIN PATENTS (this “Release”), dated as of January 18, 2019 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of October 1, 2018, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Patent Security Agreement, dated as of October 1, 2018 (the “Patent Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on October 2, 2018 at Reel/Frame 047179/0150;

WHEREAS, the patents and patent applications set forth on Schedule I attached hereto (the “Released Patents”) were inadvertently included in the Patent Security Agreement by error, and the Agent and the Grantor agrees to execute this Release in order to correct such error.

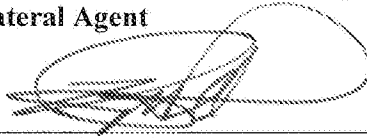
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Patent Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Patents arising under the Security Agreement and the Patent Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Patents under the Patent Security Agreement, such right, title and interest shall be void.
3. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its capacity
as Collateral Agent**

By: _____

A handwritten signature in black ink, appearing to read "HENRY PENNELL", is written over a horizontal line. The signature is stylized with a large loop at the end.

Name: Henry Pennell

Title: Vice President

[Signature Page to First Lien Patent Release]

PATENT
REEL: 049670 FRAME: 0228

**BANK OF AMERICA, N.A., acting in its capacity
as Collateral Agent**

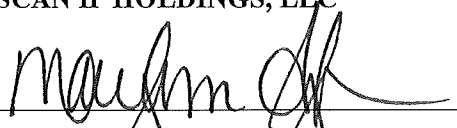
By: _____

Name:

Title:

GRANTOR:

LIFESCAN IP HOLDINGS, LLC

By:  _____

Name: Mary Ann Sigler

Title: President and Treasurer

ln

[Signature Page to First Lien Patent Release]

SCHEDULE I
to
CORRECTIVE RELEASE OF FIRST LIEN SECURITY INTEREST IN CERTAIN
PATENTS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
LifeScan IP Holdings, LLC	9080145	SINGLE PLURIPOTENT STEM CELL CULTURE
LifeScan IP Holdings, LLC	9096832	DIFFERENTIATION OF HUMAN EMBRYONIC STEM CELLS
LifeScan IP Holdings, LLC	9744195	DIFFERENTIATION OF HUMAN EMBRYONIC STEM CELLS
LifeScan IP Holdings, LLC	7756586	WOUND HEALING PATCH WITH GUARD ELECTRODES

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
LifeScan IP Holdings, LLC	11/420895	AMNIOTIC FLUID DERIVED CELLS
LifeScan IP Holdings, LLC	12/183557	PLURIPOTENT STEM CELL DIFFERENTIATION
LifeScan IP Holdings, LLC	14/735841	SINGLE PLURIPOTENT STEM CELL CULTURE
LifeScan IP Holdings, LLC	15/660885	DIFFERENTIATION OF HUMAN EMBRYONIC STEM CELLS