505564995 07/10/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5611792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RYANNE EARLY	05/30/2014

RECEIVING PARTY DATA

Name:	ISE PROFESSIONAL TESTING & CONSULTING SERVICES, INC.	
Street Address:	1909 HICKORY TRACE DRIVE	
City:	FLEMING ISLAND	
State/Country:	FLORIDA	
Postal Code:	32003	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14759895

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	SYG-17-1252US
NAME OF SUBMITTER:	SIMA SINGADIA KULKARNI
SIGNATURE:	/sima singadia kulkarni/
DATE SIGNED:	07/10/2019

Total Attachments: 4

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PATENT 505564995 REEL: 049715 FRAME: 0325

PATENT ASSIGNMENT COVER SHEET

This Patent Assignment Cover Sheet attaches herewith an Employee Agreement and Assignment of Rights (the "Employee Agreement") signed by inventor Ryanne Early, residing at 1909 Hickory Trace Drive, Fleming Island, Florida 32003 (the "Assignor") to ISE Professional Testing & Consulting Services, Inc. (the "Assignee").

The Employee Agreement and Assignment of Rights is documentary evidence of ownership by the Assignee of the invention entitled DECELLULARIZED BIOMATERIAL FROM NON-MAMMALIAN TISSUE, identified in US Application No. 14/759,895, including all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said invention, and all letters patent and reissues thereof, issuing for said invention in the United States of America and in any and all foreign countries, under 37 C.F.R. 1.46(b)(1):

If the applicant is the assignee or a person to whom the inventor is under an obligation to assign the invention, documentary evidence of ownership (e.g., assignment for an assignee, employment agreement for a person to whom the inventor is under an obligation to assign the invention) should be recorded as provided for in part 3 of this chapter no later than the date the issue fee is paid in the application.

Recordal of the Employee Agreement and Assignment of Rights with the United States Patent and Trademark Office (USPTO) is respectfully requested.

Respectfully submitted,

/sima singadia kulkarni/

Sima Singadia Kulkarni Reg. No. 43,732 Attorney for Assignee

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PATENT REEL: 049715 FRAME: 0326

EMPLOYEE AGREEMENT AND ASSIGNMENT OF RIGHTS

The undersigned individual (referred to in the first person, such as "I" and "my") makes the following representations, acknowledgments, promises, assignments, and grants to ISE Professional Testing & Consulting Services, Inc, a Florida corporation having a principal address at 1909 Hickory Trace Dr. Fleming Island, FL 32003 (the "*Company*"), in consideration of, and as a condition to, proposed or continued employment by or services to the Company:

Section 1. Definitions

"Company Invention" means any idea, concept, invention, improvement, or the like, whether or not protected or protectable by patent, that is made, conceived, learned, or reduced to practice by or for me in the course of my Service, or relating to services I provide, to the Company. Company Invention also includes all modifications and enhancements of the foregoing and any expressions and embodiments of the foregoing. Without limiting this definition, any of the foregoing will be conclusively presumed to be made, conceived, reduced to practice, or learned by me in the course of my Service, or relating to services I provide, if (i) it is related directly or indirectly to the past, present, or contemplated future business of the Company and (ii) it is made, conceived, reduced to practice, or learned during my Service to the Company. To clarify, however, Company Invention shall not include an invention meeting all of the following conditions: (i) the invention was developed entirely on my own time; (ii) the invention was made without the use of Company's equipment, supplies, facility, or trade secret information; (iii) the invention does not relate directly to the business of Company or to Company's actual or demonstrably anticipated research or development; and (iv) the invention does not result from any work performed by me for the Company.

"Company Property" means (i) all tangible property, including without limitation systems, equipment, telephones, furniture, fixtures, credit cards, documents, files, records, notes, and correspondence used in or relating to the business of the Company, (ii) all embodiments of Proprietary Information, Sensitive Information, and Work Product in any form, and (iii) any other property of any sort obtained by me by virtue of my Service to the Company (other than my earned compensation).

"Service to the Company" refers to my role as a founder of the Company and any services that I provided to or on behalf of the Company.

"Sensitive Information" means, whether verbal, written, or observed, any information disclosed to or obtained by the Company through a confidential relationship with any third party, including without

limitation (i) any intellectual property of a third party possessed by the Company pursuant to a license or other arrangement, (ii) any confidential information submitted to the Company from time to time by or on behalf of a Company customer or prospective customer, (iii) any confidential information regarding the business of a Company customer or prospective customer learned in the course of providing or proposing to provide services and/or products to such customer or prospective customer, (iv) the identity of any third party in a confidential relationship with the Company as the source of such information, and (v) any information about the identity, health, or financial status of any person received or obtained in the course of, or by virtue of, my Service to the Company.

"Proprietary Information" means all business and financial information, technical information, processes, inventions, research, customer prospective customer information, and other information pertaining to the products, services, sales, operations, plans, or other business of the Company that (i) is not generally disclosed to third parties by the Company without restriction on use or further disclosure, (ii) is expressly designated as confidential or proprietary by the Company (whether verbally, in writing, or otherwise), or (iii) is of such a nature that a reasonable person under the circumstances should understand or believe to be confidential. Without limiting the Information foregoing, Proprietary includes information that is a trade secret pursuant to applicable law and all passwords, entry codes, access sequences, and the like used or held by the Company.

For purposes of this agreement, Proprietary Information and Sensitive Information do not include information to the extent that (i) it was in my possession or knowledge at the time of disclosure and was not acquired directly or indirectly from the Company, (ii) it was disclosed to me by a third party not having an obligation of confidence of the information to the Company or any other third party, or (iii) it is or becomes a part of the public domain (other than by my own act or omission) unless any such information is protected by applicable law, in which case it shall remain subject to restriction on use and disclosure as provided under such law.

"Work Product" means all Company Inventions and all computer software, databases, designs, documentation, diagrams, writings, books, articles, creative works, know-how, and all other material and information of any nature created or derived, in whole or in part, by or for me in the course of my Service to the Company or any predecessor of the Company, whether or not any of the foregoing is protected or protectable by copyright, patent, trademark, or otherwise.

Section 2. Company Property

As between the Company and me, all Company Property is and will be the sole and exclusive property of the Company, and for all purposes it will be conclusively presumed so. Immediately upon any suspension, expiration, or termination of my Service to the Company, I will surrender and deliver to the Company at its offices any tangible Company Property in my possession or control, including without limitation computer media of any sort. If I later become aware of any Company Property in my possession or control, I will immediately surrender possession of it to the Company (or destroy it and certify such destruction to the Company, in the case of Company Property in electronic form or otherwise not readily capable of physical delivery).

Section 3. Work Product and Proprietary Information

- (a) Ownership or Work Product and Proprietary Information. As between the Company and me, all Proprietary Information and Work Product are and shall be solely and exclusively the property of the Company, and for all purposes they shall be conclusively presumed so. I acknowledge that I will have no economic or other rights whatsoever in Proprietary Information or Work Product.
- (b) Work Made for Hire. All Work Product that is subject to copyright protection and reduced to tangible form in whole or in part by me in the course of my Service to the Company shall be deemed to be "work made for hire" as that term is used in the United States Copyright Law, 17 U.S.C. 101 et seq. I will take all actions reasonably requested by the Company in order for the Company to obtain or register copyrights in such material.
- (c) <u>Assignment to Company</u>. I hereby assign to the Company the entire right, title, and interest in and to all Work Product and in and to all proprietary rights in or based upon such Work Product. Upon request of the Company, whether during or following my Service to the Company, I will execute all such assignments, oaths, declarations, and other documents as may be prepared by the Company to effect the purposes of this paragraph.

- (d) <u>Licenses to Company</u>. To the extent that any portion of the Work Product or proprietary rights in or based upon Work Product are not assigned or assignable to the Company pursuant to this agreement, I hereby grant to the Company an unlimited perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable license to use, exploit, sublicense, and exercise such Work Product or proprietary rights. I further grant to the Company an unlimited, perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable license to use, exploit, sublicense, and exercise any confidential information and intellectual property rights that I use or disclose when acting within the scope of my Service to the Company or otherwise on behalf of the Company.
- (e) Further Assurances: Attorney-in-Fact. request of the Company from time to time, whether during or following my Service to the Company, I will Company information, provide the with all documentation, assistance, and other acts that Company reasonably may request to evidence, perfect, enforce, transfer, or defend the Company's proprietary rights in, to, or based upon Work Product or Proprietary Information and the rights and waivers granted to the Company by me in this agreement. The Company, in its sole discretion, shall determine the extent of the proprietary rights, if any, to be protected in or based on Work Product or Proprietary Information. I will provide all such information, documentation, assistance, and other acts for no additional consideration other than actual and necessary out-of-pocket expenses that I incur at the Company's request. I hereby irrevocably designate and appoint the Company as my attorney-infact and agent to act for and on my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by me.

Section 4. Additional Provisions

- (a) Entire Agreement. Except for any written employment or consulting agreement between the Company and me, (i) this agreement contains the entire understanding between the Company and me with respect to its subject matter, (ii) this agreement merges and supersedes all prior and/or contemporaneous agreements and understandings between the Company and me, written or oral, with respect to its subject matter, and (iii) there are no restrictions, agreements, promises, warranties, covenants, or undertakings between the Company and me with respect to the subject matter of this agreement other than those expressly set forth in this agreement.
- (b) $\underline{\text{Miscellaneous Provisions}}.$ This agreement and the rights and obligations provided in it shall be

governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles or those of any other jurisdiction. If any provision of this agreement is deemed invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and

enforceable. No amendment, modification, or discharge of this agreement shall be valid or binding unless set forth in writing and duly executed by the Company and me. The failure or delay in the exercise of any power, right, or privilege under this agreement shall not operate as a waiver thereof.

I have read this agreement carefully. I have had the opportunity to consult with legal counsel regarding this agreement if I so choose, and I sign it voluntarily of my own free will. I understand and accept the obligations that it imposes upon me.

(Signature

Date)

Name:

Address:

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