

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5979772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
BIORESTORATIVE THERAPIES, INC.	02/20/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	JOHN M. DESMARAIS
<b>Street Address:</b>	DESMARAIS LLP
<b>Internal Address:</b>	230 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10169

**PROPERTY NUMBERS Total: 10**

Property Type	Number
Patent Number:	9113950
Patent Number:	9133438
Patent Number:	10167449
Application Number:	13932468
Application Number:	13132840
Application Number:	15891852
Application Number:	16441897
Application Number:	15910625
Application Number:	16183370
Application Number:	62840096

**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:** jonathan.bradford@ropesgray.com  
**Correspondent Name:** ROPES & GRAY LLP  
**Address Line 1:** PRUDENTIAL TOWER  
**Address Line 2:** 800 BOYLSTON STREET  
**Address Line 4:** BOSTON, MASSACHUSETTS 02199-3600

<b>ATTORNEY DOCKET NUMBER:</b>	108319-0012
<b>NAME OF SUBMITTER:</b>	JONATHAN BRADFORD
<b>SIGNATURE:</b>	/Jonathan Bradford/
<b>DATE SIGNED:</b>	02/25/2020

**Total Attachments: 6**

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**PATENT SECURITY AGREEMENT**

February 21, 2020

WHEREAS, BioRestorative Therapies, Inc., a Delaware corporation (the “Debtor”), owns or licenses the Patent Collateral (as defined below);

WHEREAS, the Debtor, each of the other Grantors and John M. Desmarais. (together with his successors and permitted assigns, the “Secured Party”) are parties to a Security Agreement dated as of February 20, 2020 (as amended from time to time, the “Security Agreement”), pursuant to which the Debtor has secured certain of its obligations (the “Obligations”) by granting to the Secured Party, its successors and permitted assigns, for the benefit of the Secured Party, a continuing security interest in substantially all personal property of the Debtor, including all right, title and interest of the Debtor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party, to secure the Obligations, a continuing security interest in all of the Debtor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent Collateral”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent owned by the Debtor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (iii) all income, royalties, proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Debtor against third parties for past, present or future infringement of any Patent owned by the Debtor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

The Debtor irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, a power of attorney to sign any document which may be required by the United States Patent and Trademark Office or similar registrar in order to effect an absolute assignment of all right, title and interest in each registered Patent and each application for any such registration, and record the same and authority in the name of the Debtor or in the Secured Party’s name, from time to time, in the Secured Party’s discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Debtor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

The Debtor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Except to the extent expressly permitted in the Security Agreement, the Debtor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Patent Collateral.

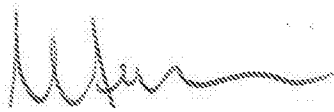
The foregoing security interest is granted in conjunction with the security interests granted by the Debtor to the Secured Party pursuant to the Security Agreement. The Debtor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

*[Signature Pages Follow]*

The Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**BIORESTORATIVE THERAPIES, INC.**

By:   
Name: Mark Weinreb  
Title: Chief Executive Officer

Acknowledged:

**JOHN M. DESMARAIS,**  
as Secured Party

By: \_\_\_\_\_

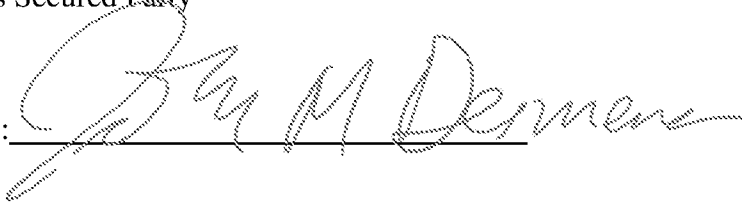
The Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**BIORESTORATIVE THERAPIES, INC.**

By: \_\_\_\_\_  
Name: Mark Weinreb  
Title: Chief Executive Officer

Acknowledged:

**JOHN M. DESMARAIS,**  
as Secured Party

By:  \_\_\_\_\_

## PATENTS AND DESIGN PATENTS

Patent No.	Issued	Expiration	Title
US 9,113,950 B2*	August 25, 2015	Nov. 4, 2030	Therapeutic delivery device
US 9,133,438 B2	Sept. 15, 2015	June 28, 2032	Brown fat cell compositions and methods
US 10,167,449	Jan. 1, 2019	April 17, 2034	Human brown adipose derived stem cells and uses
Not Yet Available (US Patent Appl. No. 13/932,468)**	Not Yet Available	June 28, 2032	Brown fat cell compositions and methods
Australian Patent No. 2012275335	August 3, 2017	June 28, 2032	Brown fat cell compositions and methods
Australian Patent No. 2014253920	October 17, 2019	April 17, 2034	Human brown adipose derived stem cells and uses
Japanese Patent No. 6243839	Nov. 17, 2017	June 28, 2032	Brown fat cell compositions and methods
Israeli Patent No. 230237	August 31, 2019	June 28, 2032	Brown fat cell compositions and methods
Not Yet Available (European Patent Appl. No. 12743811.7)***	Not Yet Available	June 28, 2032	Brown fat cell compositions and methods

\*Patent issued to licensor assignee, Regenxx, LLC

\*\* Allowed US application, we paid the issue fee

\*\*\* Allowed European application, we paid the issue fee

## PATENT APPLICATIONS

Case No.	Serial No.	Date	Filing Title
BRT.004****	US Patent Appl. No. 13/132,840	June 3, 2011	Methods and compositions to facilitate repair of avascular tissue
BRT.004CIP****	US Patent Appl. No. 15/891,852	February 8, 2018	Surgical methods and compositions to facilitate repair of avascular tissue
190284CON****	US Patent Appl. No. 16/441,897	June 14, 2019	Methods and compositions to facilitate repair of avascular tissue
180078CON	US Patent Appl. No. 15/910,625	March 2, 2018	Brown fat cell compositions and methods
BRT.007CON	US Patent Appl. No. 16/183,370	Nov. 7, 2018	Human brown adipose derived stem cells and uses
190175P	US Provisional Appl. No. 62/840,096	April 29, 2019	Non-naturally occurring three-dimensional (3D) brown adipose-derived stem cell aggregates, and

[Schedule 1 to Patent Security Agreement]

			methods of generating and using the same
BRT.007AUDIV	Australian Patent Appl. No. 2019240634	October 2, 2019	Human brown adipose derived stem cells and uses
BRT.007EP	European Patent Appl. No. 14729769.1	Nov. 17, 2015	Human brown adipose derived stem cells and uses
BRT.007IL	Israeli Patent Appl. No. 242150	October 18, 2015	Human brown adipose derived stem cells and uses
BRT.007JP	Japanese Patent Appl. No. 2016-509105	October 19, 2015	Human brown adipose derived stem cells and uses
BRT.007JPDIV	Japanese Patent Appl. No. 2019-95972	May 22, 2019	Human brown adipose derived stem cells and uses

\*\*\*Patent application filed by licensor assignee, Regenexx, LLC

[Schedule 1 to Patent Security Agreement]

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**RECORDED: 02/25/2020**

**PATENT  
REEL: 051914 FRAME: 0057**