

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6273071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MARKMAN BIOLOGICS CORPORATION	08/10/2020
RECEIVING PARTY DATA	
Name:	BARRY MARKMAN
Street Address:	2264 HIDALGO LANE
City:	FRISCO
State/Country:	TEXAS
Postal Code:	75034
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	61331805
Patent Number:	8858647
Patent Number:	9050177
Patent Number:	9622845
Patent Number:	10285795
Application Number:	62805032
Application Number:	16657124
Application Number:	16410167
Application Number:	16831169
PCT Number:	US2019057005
CORRESPONDENCE DATA	
Fax Number:	(702)382-4805
<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:	7023824804
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Correspondent Name:	WEIDE & MILLER, LTD.
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Address Line 2:	SUITE 100
Address Line 4:	LAS VEGAS, NEVADA 89144
ATTORNEY DOCKET NUMBER:	MARKMN.0000G

PATENT

NAME OF SUBMITTER:	RANDAL SCOTT WEIDE
SIGNATURE:	/R. Scott Weide/
DATE SIGNED:	08/28/2020
Total Attachments: 4 source=signed Security 9-1-18 - to RECORD#page1.tif source=signed Security 9-1-18 - to RECORD#page2.tif source=signed Security 9-1-18 - to RECORD#page3.tif source=signed Security 9-1-18 - to RECORD#page4.tif	

PATENT SECURITY INTEREST AGREEMENT

This Patent Security Interest Agreement (this "Security Agreement") is made and entered into as of September 1, 2018 (the "Effective Date"), by and between Markman Biologies Corporation ("MBC") on the one hand, and Dr. Barry Markman, on the other hand ("Markman") (collectively, "the Parties").

WHEREAS, Markman is the inventor of certain inventions and has assigned (or may assign in the future) his rights in the inventions and associated patent applications and patents directed thereto, to MBC; and

WHEREAS, MBC and Markman have agreed to provisions for the reversion of the inventions and patent applications to Markman, including via the Bylaws of MBC adopted on September 1, 2018;

In order to document and protect Markman's interests, the Parties agree as follows:

1.0 Markman Inventions and Patents means all rights in all inventions assigned by Markman to MBC or otherwise acquired by MBC from Markman, as well as all patent applications and patents directed thereto, including but not limited to the inventions, patents and applications identified in Exhibit A hereto, and any applications claiming priority thereto, as well as any resulting patents, including reissues, reexaminations, continuations, divisionals, continuations-in-part and foreign counterparts thereof.

2.0 Grant of Security Interest

a) **Security Interest.** To secure MBC's (and any successors, assigns, licensees, and other transferees of MBC) obligations to Markman (including, but not limited to those pursuant to Exhibit B of that patent assignment between the Parties executed on October 17, 2018, and Exhibit B of that patent assignment between the Parties executed on 8/2, 2020), and to otherwise protect Markman's interest in the Markman Inventions and Patents, MBC hereby grants, conveys, pledges and assigns to Markman a continuing lien upon and security interest in the Markman Inventions and Patents.

b) **Consent to Filing.** MBC consents to the filing of this Security Agreement with the United States Patent and Trademark Office and any other location foreign or domestic necessary or useful in perfecting or providing notice of this security interest.

c) **Other Acts.** MBC will, at its own expense, execute and deliver to Markman such other documents and instruments, and MBC will do and perform such other acts and things, as may be necessary to establish and maintain a valid, perfected security interest in the Markman Inventions and Patents.

d) **Preservation of Markman Inventions and Patents.** MBC shall maintain the legal status of the Markman Inventions and Patents. MBC shall not knowingly jeopardize the validity or legal status of the Markman Inventions and Patents.

3.0 Default

a) **Acceleration and Foreclosure.** In the event of a default by MBC (or any

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successors, assigns, licensees, and other transferees of MBC) of its obligations to Markman (including but not limited to those pursuant to Exhibit B of that patent assignment between the Parties executed on October 17, 2018, and Exhibit B of that patent assignment between the Parties executed on _____, 2020), or in the event MBC becomes insolvent, files or seeks bankruptcy protection or ceases to do business ("Default"), Markman may foreclose on his security interest in the Markman Inventions and Patents as well as exercise any other rights and remedies available to Markman.

b) **Waiver of Notice.** MBC (and any successors, assigns, licensees, and other transferees of MBC) hereby expressly waive, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with Markman's exercise of any of its rights and remedies upon a Default.

e) **Choice of Remedies.** Without limiting Markman's rights and remedies hereunder or under law, whenever a Default shall exist, Markman may:

i) assign to Markman all of MBC's (and any successors, assigns, licensees, and other transferees of MBC) right, title, and interest in the Markman Inventions and Patents and execute any and all documents necessary to achieve such assignment; and/or

ii) sell or dispose of all or any part of the Markman Inventions and Patents free from any and all claims of MBC or of any other person or entity, at one or more public or private sales in such places, at such times and upon such terms as Markman may fix.

For the limited purpose of assigning the Markman Inventions and Patents as set forth in Section 3.0(c)(i), MBC appoints Markman as its Attorney in Fact.

d) **Attorney's Fees.** MBC (and any successors, assigns, licensees, and other transferees of MBC) hereby agree to reimburse Markman for all costs and expenses incurred by Markman in connection with the enforcement of this Security Agreement, including reasonable attorney's fees and costs.

4.0 Miscellaneous

a) **Successors and assigns.** This Security Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

b) **Governing Law; Venue.** This Security Agreement is entered into in Nevada and shall be governed by and construed under the laws of the State of Nevada (irrespective of its choice of law principles) without regard to the conflict of laws provisions thereof. As part of the consideration for signing this Security Agreement, the parties to this Security Agreement agree that all actions or proceedings arising directly or indirectly from this Security Agreement shall be litigated in courts located within Clark County, Nevada and the parties consent to be subject to personal jurisdiction in any local, state or federal court located in Clark County, Nevada.

e) **Recitals.** Each of the statements set forth in the premises of this Security Agreement is incorporated into the Security Agreement as a valid and binding representation of the party or parties to whom it relates.

d) **Amendments; Modifications; Waiver.** No amendment to, modification or waiver of, or consent with respect to, any provision of this Security Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by their parties hereto, and then any such amendment, modification, waiver or consent shall be effective only in the

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(B)

(D)

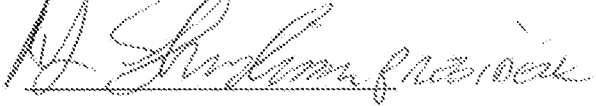
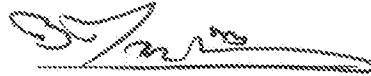
specific instance and for the specific purpose for which given.

e) **Counterparts.** This Security Agreement may be executed in one or more counterparts and by facsimile or electronic signatures, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Both Markman and MBC, by their duly authorized signatures below, agree to this Security Agreement and all of the terms and conditions herein.

MARKMAN BIOLOGICS CORPORATION

DR. BARRY MARKMAN

(Signature and Title)

(Signature)

9/10/2020

8/3/2020

(Date)

(Date)

EXHIBIT A

(to Security Agreement Between Markman Biologics Corporation and Dr. Barry Markman dated September 1, 2018)

REFERENCE NUMBER	INVENTION TITLE	FILED/ISSUED	APPLICATION/PATENT NO.
MARKMN.0008P	METHOD AND APPARATUS FOR A PROCESS CREATING AN INTERNAL TISSUE GRAFT FOR ANIMAL AND HUMAN RECONSTRUCTIVE PURPOSES	05/05/10	61/331,805
		05/04/11	13/101,022
		10/14/14	8,858,647
MARKMN.0012P	METHOD AND APPARATUS FOR A PROCESS CREATING AN INTERNAL TISSUE GRAFT FOR ANIMAL AND HUMAN RECONSTRUCTIVE PURPOSES	11/28/12	13/687,082
		06/09/15	9,050,177
MARKMN.0015P	METHOD AND APPARATUS FOR CREATING A RECONSTRUCTIVE GRAFT	04/03/15	14/678,188
		04/18/17	9,622,845



MARKMN.0016P	METHOD AND APPARATUS FOR CREATING A RECONSTRUCTIVE GRAFT	04/14/17	15/487,383
		05/14/19	10,283,795
MARKMN.0017P	METHOD AND APPARATUS FOR CREATING A RECONSTRUCTIVE GRAFT	02/13/19	62/805,032
		10/18/19	16/657,124
MARKMN.0018P	METHOD AND APPARATUS FOR CREATING A RECONSTRUCTIVE GRAFT	05/13/19	16/410,167
MARKMN.0019P	METHOD AND APPARATUS FOR CREATING A MODIFIED TISSUE GRAFT	10/18/19	PCT/US19/57005
MARKMAN.0020P	METHOD AND APPARATUS FOR CREATING A MODIFIED TISSUE GRAFT	03/26/20	16/831,169


8/3/20

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