

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6609382

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
FIBROCELL TECHNOLOGIES, INC.		03/12/2021
RECEIVING PARTY DATA		
Name:	FIBROCELL SCIENCE, INC.	
Street Address:	405 EAGLEVIEW BOULEVARD	
City:	EXTON	
State/Country:	PENNSYLVANIA	
Postal Code:	19341	
PROPERTY NUMBERS Total: 29		
Property Type	Number	
Application Number:	08508773	
Application Number:	09634038	
Application Number:	12194316	
Application Number:	09980150	
Application Number:	11040419	
Application Number:	09083618	
Application Number:	09316245	
Application Number:	09678047	
Application Number:	10167173	
Application Number:	60823871	
Application Number:	12438932	
Application Number:	14280957	
Application Number:	15869613	
Application Number:	17126859	
Application Number:	60882274	
Application Number:	12521262	
Application Number:	15158385	
Application Number:	12776163	
Application Number:	13941265	
Application Number:	61377803	

PATENT

Property Type	Number
Application Number:	61421516
Application Number:	13220163
Application Number:	14100871
Application Number:	61393247
Application Number:	13879606
Application Number:	14295155
Application Number:	15235767
Application Number:	16124690
Application Number:	17110653

CORRESPONDENCE DATA

Fax Number: (610)640-1965

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: 6106512277

Email: chill@stradley.com

Correspondent Name: PAUL K. LEGAARD, ESQ.

Address Line 1: 30 VALLEY STREAM PARKWAY

Address Line 2: STRADLEY RONON STEVENS & YOUNG, LLP

Address Line 4: MALVERN, PENNSYLVANIA 19355-1481

ATTORNEY DOCKET NUMBER:	189105-9012
NAME OF SUBMITTER:	CATHERINE HILL
SIGNATURE:	/Cathy1/
DATE SIGNED:	03/18/2021

Total Attachments: 5

source=Patent Assignment FT-FS#page1.tif

source=Patent Assignment FT-FS#page2.tif

source=Patent Assignment FT-FS#page3.tif

source=Patent Assignment FT-FS#page4.tif

source=Patent Assignment FT-FS#page5.tif

**SCHEDULE A
PATENTS**

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT (the "**Assignment**") is effective as of December 31, 2020 (the "**Effective Date**") by and among Fibrocell Technologies, Inc., a Delaware corporation (the "**Assignor**") and Fibrocell Science, Inc., a Delaware corporation (the "**Assignee**").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the patents and patent applications described in the attached Schedule A (the "**Patents**").

WHEREAS, pursuant to the terms of that Agreement and Plan of Merger (the "**Merger Agreement**"), Assignor has agreed to be merged into Assignee as of the Effective Date.

WHEREAS, pursuant to said merger, Assignor does convey, assign, and transfer the Patents to Assignee.

NOW, THEREFORE, for good and valuable consideration as set forth in this Assignment, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment

A. Assignment of Patents. Upon the terms and subject to the conditions of this Agreement, effective as of the Effective Date, Assignor does hereby irrevocably sell, assign, transfer, convey, deliver and set over to Assignee: (i) any and all rights, title, and interest throughout the world that Assignor may own or claim to own in the Patents set forth, or filed based on an invention described, in Exhibit A, the inventions claimed or described therein, the rights of priority thereto, any patent applications, patents, utility models or other similar registrations claiming priority or otherwise corresponding thereto, and any patent applications and/or patents otherwise related thereto (e.g., reexaminations, reissues, divisionals, continuations and continuations-in-part claiming priority from the aforesaid) that have been filed or will be filed in the United States and/or all foreign countries, together with all additions thereto, substitutions therefor and modifications thereof, and including the subject matter of all claims which may be obtained therefrom; (ii) any and all rights, title and interest to sue for past, present, and future infringement of the Patents, including without limitation all right, title, and interest in and to all causes of action and enforcement rights, whether known, unknown, currently pending, filed, or otherwise, in respect of the Patents, and all rights to sue for and otherwise pursue and collect damages, injunctive relief, and other remedies for past, current, and future infringement of the Patents; and (iii) of Assignor in and to any attorney client privilege or attorney work product privilege relating to the Patents ((i)-(iii) collectively the "**Assigned Rights**"), the Assigned Rights to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Patents are or may be granted or reissued as fully and entirely as the same would have been enjoyed by Assignor if this assignment, sale and transfer had not been made.

B. Further Actions. Assignor authorizes Assignee or its successors, assigns, nominees or legal representatives to file in Assignor's names or Assignee's name, as appropriate, applications for letters patent, petty patent, provisional model patent and their equivalents in all countries of the world which relate to the Patents. Assignor further hereby authorizes and requests

SCHEDULE A PATENTS

the Commissioner of Patent and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents on any patent applications as described above, to issue any and all letters patent of the United States or such foreign jurisdiction on said inventions or resulting from said Patents to Assignee. Assignor hereby covenants and agrees that they shall, without any additional consideration, communicate with Assignee and its successors and assigns, any facts known to it respecting the inventions, and testify in any legal proceeding, sign all legal papers when called upon to do so, execute and deliver on a timely basis any and all papers that may be necessary or desirable to perfect the title of the Patents in Assignee, its successors and assigns, throughout the world, execute all declarations or other documents, make all rightful oaths and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to prosecute, obtain and enforce the Patents, in the United States and any foreign jurisdiction, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors or assigns as applicable.

C. No Assumption of Liabilities. Assignee shall not be liable for and hereby disclaims any assumption of any obligations, third party claims, or liabilities of Assignor and its affiliates, and of any third party claims of any kind or nature whatsoever arising from or in connection with any circumstances, causes of action, breach, violation, default, or failure to perform with respect to the Patents prior to the Effective Date.

2. Miscellaneous

A. No modification to this Assignment shall be binding unless made in writing and signed by the parties hereto. The headings herein have been inserted for convenience of reference only and do not define or limit the provisions hereof.

B. To the extent that any provision, portion or extent of this Assignment is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted therefrom or limited so as to give effect to the intent of the parties hereto insofar as possible and that the remainder of this Assignment shall remain binding upon the Assignor. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions.

C. The representations, warranties and covenants of Assignor contained in or made pursuant to this Assignment shall survive the execution and delivery of this Assignment.

D. This Assignment and all claims arising out of this Assignment shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles.

E. This Agreement (including the exhibits attached hereto) constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof. The parties acknowledge and agree that this Agreement expressly supersedes any prior agreements or promises, oral or written, with respect to any assignment of the Patents or the other subject matter hereof; and all prior agreements or promises shall be deemed extinguished concurrently with the execution of this Agreement.

**SCHEDULE A
PATENTS**

IN WITNESS WHEREOF, Assignor executed and delivered this Assignment as of the date first written above, to be effective as of the Effective Date.

ASSIGNOR

FIBROCELL TECHNOLOGIES, INC.

By: 

Name: John Maslowski

Title: Chief Executive Officer

Date: March 12, 2021

ASSIGNEE

FIBROCELL SCIENCE, INC.

By: 

Name: John Maslowski

Title: Chief Executive Officer

Date: March 12, 2021

**SCHEDULE A
PATENTS**

Country	App. No.	Filing Date	Grant No.	Grant Date
United States	08/508,773	7/28/95	5,591,444	1/7/97
United States	60/037,961	2/20/97		
United States	09/003,378	1/6/98		
United States	09/634,038	8/8/00	7,412,978	8/19/08
United States	12/194,316	8/19/08	8,261,749	9/11/12
United States	60/136,457	5/28/99		
PCT	PCT/US00/14743	5/26/00		
United States	09/980,150	8/5/02	7,846,465	12/7/10
United States	11/040,419	1/21/05	7,115,274	10/3/06
United States	09/083,618	5/22/98		
United States	09/316,245	5/21/99		
United States	09/678,047	10/3/00	6,432,710	8/13/02
United States	10/167,173	6/11/02	6,878,383	4/12/05
United States	60/823,871	8/20/96		
PCT	PCT/US07/77141	8/29/07		
United States	12/438,932	8/13/10	8,728,819	5/20/14
United States	14/280,957	5/19/14	9,902,937	2/27/18
United States	15/869,613	1/12/18	10,900,020	1/26/21
United States	17/126,859	12/18/20		
United States	60/882,274	12/28/06		
United States	12/521,262	8/2/10		
United States	15/158,385	5/18/16		
United States	12/776,163	5/7/10	8,529,883	9/10/13
United States	13/941,265	7/12/13		
PCT	PCT/US11/35332	5/5/11		
Europe	11720666.4	5/5/11	EP2566489	4/24/19
Belgium	11720666.4	5/5/11	EP2566489	4/24/19
France	11720666.4	5/5/11	EP2566489	4/24/19
Germany	11720666.4	5/5/11	EP2566489	4/24/19

**SCHEDULE A
PATENTS**

Great Britain	11720666.4	5/5/11	EP2566489	4/24/19
Ireland	11720666.4	5/5/11	EP2566489	4/24/19
Italy	11720666.4	5/5/11	EP2566489	4/24/19
Netherlands	11720666.4	5/5/11	EP2566489	4/24/19
Switzerland	11720666.4	5/5/11	EP2566489	4/24/19
Japan	2013-509258	5/5/11	6309268	4/11/18
Canada	2,800,333	5/5/11	2,800,333	10/30/18
India	10246/2012	11/26/12		
Australia	2011248067	5/5/11	2011248067	6/25/15
South Korea	2012-7030921	5/5/11	10-2001254	7/17/19
China	201710907274.2	9/29/17	CN107812014A	3/20/18
United States	61/377,803	8/27/10		
United States	61/421,516	12/9/10		
United States	13/220,163	8/29/11		
United States	14/100,871	12/9/13		
United States	61/393,247	10/14/10		
PCT	PCT/US11/56303	10/14/11		
United States	13/879,606	4/15/13	8,765,121	7/1/14
United States	14/295,155	6/3/14	9,415,075	8/16/16
United States	15/235,767	8/12/16	10,098,914	10/16/18
United States	16/124,690	9/7/18		
United States	17/110,653	12/3/20		