

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6730560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MICHAEL T. INGRAM	12/01/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CRYOSTOP, LLC	
<b>Street Address:</b>	7256 WESTPORT PLACE, STE A	
<b>City:</b>	WEST PALM BEACH	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	33413	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8240167	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	336-273-4422	
<b>Email:</b>	docketing@maccordmason.com	
<b>Correspondent Name:</b>	MACCORD MASON PLLC	
<b>Address Line 1:</b>	2733 HORSE PEN CREEK ROAD, SUITE 101	
<b>Address Line 4:</b>	GREENSBORO, NORTH CAROLINA 27410	
<b>ATTORNEY DOCKET NUMBER:</b>	5475-010	
<b>NAME OF SUBMITTER:</b>	NICHOL NEAL	
<b>SIGNATURE:</b>	/Nichol Neal/	
<b>DATE SIGNED:</b>	05/26/2021	
<b>Total Attachments: 6</b>		
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**ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT**

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT** (this “**IP Assignment**”), dated effective as of December 1, 2020 (the “**Effective Date**”), is entered into by and among **MICHAEL T. INGRAM**, an individual resident of North Carolina (“**Michael**”), **SHEILA A. INGRAM**, an individual resident of North Carolina (“**Sheila**”, and together with Michael, each an “**Owner**” and collectively, the “**Owners**”), **M.T. INGRAM & COMPANY, INC.**, a North Carolina corporation (the “**Corporation**”, and jointly and severally with the Owners, each a “**Seller**” and collectively, the “**Sellers**”), and **CRYOSTOP, LLC**, a Florida limited liability company (the “**Purchaser**”).

**RECITALS**

**WHEREAS**, the parties hereto have entered into that certain Asset Purchase Agreement, dated effective as of December 1, 2020 (the “**Purchase Agreement**”), pursuant to which, Sellers have conveyed, transferred, and assigned to Purchaser all of their respective rights, title and interests in and to, among other assets, the Intellectual Property Assets, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

**WHEREAS**, all capitalized terms used in this IP Assignment but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Purchaser, and Purchaser hereby accepts, all of Sellers’ respective right, title, and interest in and to the following (the “**Assigned IP**”):

- (a) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
- (b) the trademark registrations and applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2. Recordation and Further Actions.** Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the Effective Date, upon Purchaser's reasonable request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

**3. Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**4. Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment. This IP Assignment may be electronically signed, and that any electronic signatures appearing on this IP Assignment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**5. Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**6. Governing Law.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment effective as of the Effective Date.

CORPORATION:

M.T. INGRAM & COMPANY, INC.,  
a North Carolina corporation

By: Michael T. Ingram

Name: Michael T. Ingram

Title: President

OWNERS:

Michael T. Ingram  
Michael T. Ingram, individually

Shelia A. Ingram  
Shelia A. Ingram, individually

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

)  
)SS.  
)

On the 1st day of December, 2020, before me personally appeared MICHAEL T. INGRAM, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his individual capacity and in his authorized capacity as the President of M.T. INGRAM & COMPANY, INC., a North Carolina corporation (the "Corporation"), and acknowledged the instrument to be his free act and deed and the free act and deed of the Corporation for the uses and purposes mentioned in the instrument.

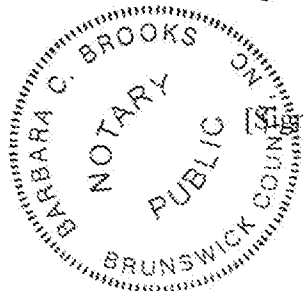
My Commission Expires: Aug. 13, 2025.

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

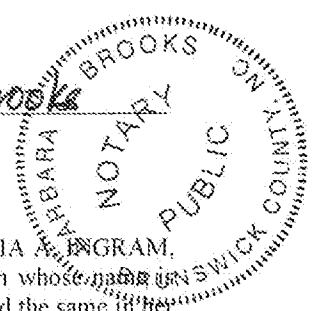
)  
)SS.  
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On the 1st day of December, 2020, before me personally appeared SHELIA A. INGRAM, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her individual capacity, and acknowledged the instrument to be her free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires: Aug. 13, 2025.



Barbara C. Brooks  
Notary Public  
Printed Name: Barbara C. Brooks



Barbara C. Brooks  
Notary Public  
Printed Name: Barbara C. Brooks

[Signature Page 1 of 2 to Assignment of IP Agreement]

**ACKNOWLEDGED AND AGREED TO BY:**

**PURCHASER:**

**CRYOSTOP, LLC,**  
a North Carolina corporation

By: 

Name: John R. Rakoczy

Title: Manager

[Signature Page 2 of 2 to Assignment of IP Agreement]

**SCHEDULE 1**  
**ASSIGNED PATENTS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Cryogenic freezing apparatus	U.S. Federal	8,240,167	August 14, 2012

**SCHEDULE 2****ASSIGNED TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
CRYOSTOP	U.S. Federal	2589579	July 2, 2002
CRYO-LATOR	U.S. Federal	2875397	August 17, 2004
CRYOFOAM	U.S. Federal	3975235	June 7, 2011