

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6756426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELASTAGEN PTY LTD	04/09/2018
RECEIVING PARTY DATA	
Name:	ALLERGAN AUSTRALIA PTY LTD
Street Address:	810 PACIFIC HIGHWAY
Internal Address:	LEVEL 4
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Postal Code:	2072
PROPERTY NUMBERS Total: 1	
Property Type	Number
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NAME OF SUBMITTER:	NATHAN S. SMITH, REG. NO. 53,615
SIGNATURE:	/Nathan S. Smith/
DATE SIGNED:	06/10/2021
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT, dated as of April 9, 2018 (such date, the "Effective Date"), and such agreement, this "Patent Assignment"), is entered into by and between Elastagen Pty Ltd, an Australian proprietary company having a place of business at National Innovation Centre, 4 Cornwallis Street, Eveleigh, New South Wales 2015 Australia ("Assignor") and Allergan Australia Pty Ltd, an Australian proprietary company having a place of business at Level 4, 810 Pacific Highway, Gordon New South Wales 2072 Australia ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the patents and patent applications set forth on Schedule A, (the "Assigned Patents"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Patents;

NOW, THEREFORE, in consideration of one dollar (USD \$1.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to Assigned Patents, together with (a) all rights derived from the Assigned Patents, including the inventions claimed therein and any reissues, reexamination, divisions, continuations, continuations-in-part, extensions, renewals and counterparts of such Assigned Patents already granted and which may be granted thereon, (b) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement of any of the Assigned Patents, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, (c) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Patents and the right to receive such income, royalties and payments, (d) the right to prosecute, maintain and defend the Assigned Patents, (e) the right to claim priority based on any of the Assigned Patents and (f) the right to fully and entirely stand in the place of Assignor in all matters related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Authority. As of the Effective Date and until the earlier of (i) the date of recordal in the United States Patent and Trademark Office or the corresponding entity or agency in any such applicable foreign country or multinational authority, of this Patent Assignment, and (ii) the date on which the Assignor is no longer a subsidiary of Allergan plc, the Assignee hereby authorizes the Assignor to take whatever steps the Assignor deems appropriate, on the Assignee's behalf, to maintain the Assigned Patents in the respective jurisdictions.

3. Further Assurances. As may be necessary, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement and as may be

reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If Assignor fails to promptly take or execute any of the action or document described in this Section 3 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Patent Assignment.

4. Recordation. Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned Patents and recordation and/or registration of this Patent Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Patent Assignment, including but not limited to issuing any and all Letters Patents of the United States (or corresponding documents in any applicable foreign countries) on inventions claimed in the Assigned Patents.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF VICTORIA, AUSTRALIA.

6. General Provisions. This Patent 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 Patent 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 Patent Assignment. This Patent Assignment is entered into pursuant to the Distribution and Assignment Agreement entered into by and between Assignor and Assignee as of April 9, 2018 (the "IP Assignment Agreement"). To the extent of any conflict between this Patent Assignment and the IP Assignment Agreement, the IP Assignment Agreement will govern. Neither this Agreement nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This Patent Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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Schedule A

LIST OF ASSIGNED PATENTS

Country	Title	Appl. No.	Appl. Date	Patent No.	Issue Date
US	Elastic hydrogel	61/717503	23-Oct-12	N/A	N/A
US	Elastic hydrogel	14/438187	23-Oct-13	9688741	27-Jun-17
US	Formation of bone	15/756359	28-Feb-18		
US	In vivo synthesis of elastic fiber	14/347512	27-Sep-12		
US	Injectable biomaterials	13/255047	10-Mar-10	8974803	10-Mar-15
US	Method of extracting protein	15/024253	24-Sep-14		
US	Preparation and/or formulation of proteins cross-linked with polysaccharides	61/344,940	23-Nov-10	N/A	N/A
US	Preparation and/or formulation of proteins cross-linked with polysaccharides	13/988462	22-Nov-11	9611312	4-Apr-17
US	Preparation and/or formulation of proteins cross-linked with polysaccharides	15/370417	6-Dec-16		
US	Protease susceptibility II	09/743818	19-Jul-99	7229788	12-Jun-07
US	Protease susceptibility II	11/801120	8-May-07		
US	Regeneration of damaged tissue	14/911401	13-Aug-14		
US	Scalable three-dimensional elastic construct manufacturing	14/650542	10-Dec-13		
US	Tropoelastin derivatives	12/889877	24-Sep-10		
US	Tropoelastin derivatives	11/880320	20-Jul-07	7803577	28-Sep-10
US	Tropoelastin derivatives	09/463091	17-Jul-98	7193043	20-Mar-07
US	Tropoelastin derivatives	13/365446	3-Feb-12	8710015	29-Apr-14
US	Use of tropoelastin for repair or restoration of tissue	12/513798	13-Nov-07	8101717	24-Jan-12
US	Synthetic polynucleotides	08/464,700	16-Dec-93	6232458	15-May-01
US	Synthetic polynucleotides	09/242,095	11-Aug-97	6277622	21-Aug-01

Schedule to Elastagen Pty Ltd -- Allergan Australia Pty Ltd
Patent Assignment -- United States

PATENT
REEL: 056505 FRAME: 0659

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Assignment with effect as of the Effective Date.

ELASTAGEN PTY LTD


By: 

Name: Gerhard Muhle

Title: Director

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Assignment with effect as of the Effective Date.

ALLERGAN AUSTRALIA PTY LTD

By: 
Name: Gerhard Muhle
Title: Director

Signature Page for Elastagen Pty Ltd -- Allergan Australia Pty Ltd
Patent Assignment -- United States