

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6895032

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF OWNERSHIP
CONVEYING PARTY DATA	
Name	Execution Date
TENGION, INC.	03/13/2015
RECEIVING PARTY DATA	
Name:	REGENMEDTX, LLC
Street Address:	3929 WESTPOINT BLVD.
Internal Address:	SUITE G
City:	WINSTON SALEM
State/Country:	NORTH CAROLINA
Postal Code:	27103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17171943
CORRESPONDENCE DATA	
Fax Number:	
<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:	2024347300
Email:	SACHandler@mintz.com
Correspondent Name:	MINTZ
Address Line 1:	555 12TH STREET, NW
Address Line 2:	SUITE 1100
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	050400-506D01US
NAME OF SUBMITTER:	MICHELLE L. HOLMES-SON
SIGNATURE:	/MICHELLE L. HOLMES-SON/
DATE SIGNED:	09/01/2021
Total Attachments: 40	
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Agreement**”) dated March 13, 2015, by and between RegenMedTX, LLC, a Delaware limited liability company (the “**Purchaser**”), and Charles A. Stanziale, Jr., Chapter 7 Trustee of Tengion, Inc., a Delaware corporation (the “**Seller**”).

WITNESSETH:

WHEREAS:

- (A) Reference is made to the Private Sale Agreement, dated as of February 12, 2015 as amended by the Order Authorizing and Approving the Private Sale of Substantially all of the Debtor’s assets to RegenMedTX, LLC Free and Clear of Liens, Claims, Encumbrance and Interests dated March 6, 2015 and the Closing Agreement of even date between the Purchaser and Seller (the “**Private Sale Agreement**”; capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Private Sale Agreement); and
- (B) The Private Sale Agreement, among other things, contemplates the transfer of the Assets to the Purchaser, and the assumption by the Purchaser of the Assumed Liabilities, all as further described in and subject to the terms and conditions of the Private Sale Agreement; and
- (C) Pursuant to a Bill of Sale executed and delivered by the Seller to the Purchaser and dated as of the date hereof, effective as of the Closing, the Seller has agreed to sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser has agreed to accept, all right, title and interest of the Seller in and to the Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Effective as of the Closing, the Seller transfers and assigns, and the Purchaser agrees to accept the transfer and assignment of, and to assume, all Assumed Liabilities (subject to and in accordance with the terms set out in the Private Sale Agreement). The Seller agrees that such Assumed Liabilities shall be transferred to and assumed by the Purchaser so that the Purchaser will have and be entitled to the benefit of the same rights, powers, remedies, claims, defenses, obligations and conditions (including rights of set-off and counterclaim) as the Seller enjoyed immediately prior to the Closing.
2. The assumption by the Purchaser of the Assumed Liabilities hereunder is not intended by the parties to expand the rights or remedies of any third party against the Purchaser in respect of such Assumed Liabilities as compared to the rights and remedies that such third

party would have had against the Seller in respect of such Assumed Liabilities if the Purchaser had not consummated the transactions contemplated by the Private Sale Agreement.

3. This Agreement is subject in all respects to the terms and conditions of the Private Sale Agreement. Nothing contained in this Agreement supersedes any of the obligations, agreements, representations, covenants or warranties of the Purchaser or the Seller contained in the Private Sale Agreement. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Private Sale Agreement. In the event of any conflict between the Private Sale Agreement and this Agreement, the provisions of the Private Sale Agreement shall control.
4. This Agreement will be construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof to the extent such rules would require or permit the application of the laws of another jurisdiction. All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Private Sale Agreement.
5. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered by a duly authorized officer of each of the undersigned on and as of the date first above written.

Charles A. Stanziale, Jr., Chapter 7 Trustee of Tengion,
Inc.

By: 

Name: Charles A. Stanziale, Jr.

Title: Chapter 7 Trustee

RegenMedTX, LLC

By: 

Name: Timothy A. Bertram

Title: Chief Executive Officer and Managing Director


[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered by a duly authorized officer of each of the undersigned on and as of the date first above written.

Charles A. Stanziale, Jr., Chapter 7 Trustee of Tengion,
Inc.

By: _____
Name: Charles A. Stanziale, Jr.
Title: Chapter 7 Trustee

RegenMed IX, LLC

By: 
Name: Timothy A. Bertram
Title: Chief Executive Officer and Managing Director

{Signature Page to Assignment and Assumption Agreement}

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that Charles A. Stanziale, Jr., Chapter 7 Trustee of Tengion, Inc., a Delaware corporation (the "**Seller**"), for good and valuable consideration the receipt of which is hereby acknowledged, pursuant to the Private Sale Agreement, dated as of February 12, 2015 as amended by the Order Authorizing and Approving the Private Sale of Substantially all of the Debtor's assets to RegenMedTX, LLC (the "**Purchaser**") Free and Clear of Liens, Claims, Encumbrance and Interests dated March 6, 2015 and the Closing Agreement of even date between the Purchaser and Seller (the "**Agreement**") does hereby sell, convey, assign, transfer and deliver unto the Purchaser, its successors and assigns, good and valid title to the Assets (as such term is defined in the Agreement).

TO HAVE AND TO HOLD, UNTO THE PURCHASER, ITS SUCCESSORS AND ASSIGNS, FOREVER.

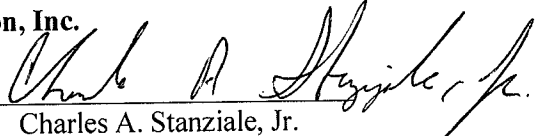
PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE III OF THE AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ASSETS, THE PHYSICAL CONDITION OF ANY ASSETS, THE VALUE OF THE ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE ASSETS OR ANY OTHER PORTION OF THE ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS, IF APPLICABLE, AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III OF THE AGREEMENT, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS.

This Bill of Sale is subject to all of the terms and conditions of the Agreement. This Bill of Sale shall be governed by and shall be construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Unless otherwise indicated, capitalized terms used herein which are defined in the Agreement shall have the meaning ascribed to them in the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered as of the 13th day of March, 2015.

**Charles A. Stanziale, Jr., Chapter 7 Trustee of
Tengion, Inc.**

By: 
Name: Charles A. Stanziale, Jr.
Title: Chapter 7 Trustee

[Signature page to Bill of Sale]

B9B (Official Form 9B) (Chapter 7 Corporation/Partnership No Asset Case) (12/12)

Case Number 14-12829-CSS

UNITED STATES BANKRUPTCY COURT District of Delaware

**Notice of
Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 12/29/14.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

**Creditors -- Do not file this notice in connection with any proof of claim you submit to the court.
See Reverse Side For Important Explanations**

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Tengion, Inc.
3929 Westpoint Blvd # G
Winston Salem, NC 27103

Case Number:
14-12829-CSS

Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos:
20-0214813

Attorney for Debtor(s) (name and address):

Evelyn J. Meltzer
Pepper Hamilton LLP
Hercules Plaza
Suite 5100, 1313 N. Market Street
Wilmington, DE 19899
Telephone number: 302-777-6500

Bankruptcy Trustee (name and address):

Charles A. Stanziale Jr.
McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
Telephone number: 973-622-4444

Meeting of Creditors

Date: **January 20, 2015**

Time: **01:00 PM**

Location: **844 King Street, Room 2112, Wilmington, DE 19801**

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:

824 Market Street, 3rd Floor
Wilmington, DE 19801
Telephone number: 302-252-2900

For the Court:

Clerk of the Bankruptcy Court:
David D. Bird

Hours Open: Monday – Friday 8:00 AM – 4:00 PM

Date: 12/30/14

EXPLANATIONS

B9B (Official Form 9B) (12/12)

<p>Filing of Chapter 7 Bankruptcy Case</p>	<p>A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.</p>
<p>Legal Advice</p>	<p>The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.</p>
<p>Creditors Generally May Not Take Certain Actions</p>	<p>Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment, taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.</p>
<p>Meeting of Creditors</p>	<p>A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date specified in a notice filed with the court.</p>
<p>Do Not File a Proof of Claim at This Time</p>	<p>There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline. <i>Do not include this notice with any filing you make with the court.</i></p>
<p>Bankruptcy Clerk's Office</p>	<p>Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.</p>
<p>Creditor with a Foreign Address</p>	<p>Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.</p>
<p>Refer to Other Side for Important Deadlines and Notices</p>	

B1 (Official Form 1)(04/13)

**United States Bankruptcy Court
District of Delaware**

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Tengion, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all) 20-0214813	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 3929 Westpoint Blvd # G Winston Salem, NC ZIP Code 27103	Street Address of Joint Debtor (No. and Street, City, and State): ZIP Code
County of Residence or of the Principal Place of Business: Forsyth	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP Code	Mailing Address of Joint Debtor (if different from street address): ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):	

Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information

Debtor estimates that funds will be available for distribution to unsecured creditors.
 Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	OVER 100,000

Estimated Assets

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion

Estimated Liabilities

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion

THIS SPACE IS FOR COURT USE ONLY

<p>Voluntary Petition</p> <p><i>(This page must be completed and filed in every case)</i></p>		<p>Name of Debtor(s): Tengion, Inc.</p>	
<p>All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)</p>			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<p>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)</p>			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>		
<p>Exhibit C</p> <p>Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?</p> <p><input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.</p> <p><input checked="" type="checkbox"/> No.</p>			
<p>Exhibit D</p> <p>(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)</p> <p><input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.</p> <p>If this is a joint petition:</p> <p><input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.</p>			
<p>Information Regarding the Debtor - Venue</p> <p>(Check any applicable box)</p> <p><input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.</p> <p><input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.</p> <p><input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.</p>			
<p>Certification by a Debtor Who Resides as a Tenant of Residential Property</p> <p>(Check all applicable boxes)</p> <p><input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)</p> <p style="margin-left: 40px;">_____ (Name of landlord that obtained judgment)</p> <p style="margin-left: 40px;">_____ (Address of landlord)</p> <p><input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and</p> <p><input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.</p> <p><input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).</p>			

<p>Voluntary Petition <i>(This page must be completed and filed in every case)</i></p>	<p>Name of Debtor(s): Tengion, Inc.</p>
Signatures	
<p>Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b). I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. X _____ Signature of Debtor X _____ Signature of Joint Debtor _____ Telephone Number (If not represented by attorney) _____ Date</p>	<p>Signature of a Foreign Representative I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition. (Check only one box.) <input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached. <input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached. X _____ (Signature of Foreign Representative) _____ (Printed Name of Foreign Representative) _____ Date</p>
<p>X _____ Signature of Attorney* Signature of Attorney for Debtor(s) Evelyn J. Meltzer Printed Name of Attorney for Debtor(s) Pepper Hamilton LLP Firm Name Hercules Plaza, Suite 5100 1313 N. Market Street P.O. Box 1709 Wilmington, Delaware 19899-1709 Address 302-777-6532 Fax: 302-261-7425 Telephone Number December 29, 2014 Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p>Signature of Non-Attorney Bankruptcy Petition Preparer I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official form 19 is attached. _____ Printed Name and title, if any, of Bankruptcy Petition Preparer Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.) _____ Address X _____ _____ Date Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose social security number is provided above. Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. <small>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</small></p>
<p>Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition. X _____ Signature of Authorized Individual A. Brian Davis Printed Name of Authorized Individual Authorized Signatory Title of Authorized Individual December 23, 2014 Date</p>	

**RESOLUTIONS OF THE BOARD OF DIRECTORS
(THE “BOARD”) OF TENGION, INC. (THE “CORPORATION”)**

BE IT RESOLVED by vote of the Board on this 23rd day of December 2014 that:

WHEREAS: The Board has considered the business and financial condition and results of operations of the Corporation, on the date hereof, including the assets and liabilities of the Corporation;

WHEREAS: The Board has determined that it is in the best interests of the Corporation to cease its business operations in an orderly manner, facilitate the transfer of existing patients to other facilities, and liquidate; and

WHEREAS: The Board has reviewed, considered, and received the recommendations of the senior management; legal and financial advisors of the Corporation, including Ropes & Gray LLP (“Ropes & Gray”) and Jefferies LLC; and other advisors of the Corporation as to the advisability of pursuing bankruptcy proceedings under chapter 7 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

NOW, THEREFORE, it is hereby resolved:

Orderly Shutdown and Chapter 7 Liquidation

RESOLVED: That the Corporation cease general business operations in an orderly manner and in accordance with the protocols developed by the Corporation’s management (the “Orderly Shutdown”);

RESOLVED: That the Chief Executive Officer of the Corporation and the Chief Financial Officer of the Corporation (the “Authorized Persons”) be, and they are, and each of them acting singly is, hereby authorized and directed to implement the Orderly Shutdown;

RESOLVED: That, following the Orderly Shutdown, the Corporation commence a bankruptcy proceeding (the “Chapter 7 Case”) by filing a voluntary petition for relief under the provisions of chapter 7 of the Bankruptcy Code (the “Petition”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

RESOLVED: That the Authorized Persons be, and they are, and each of them acting singly is, hereby authorized and directed, in the name of and on behalf of the Corporation, to execute and verify the Petition under chapter 7 of the Bankruptcy Code and to cause the same to be filed in the Bankruptcy Court at such time as the Authorized Person executing the Petition shall determine;

RESOLVED: That the Authorized Persons be, and they are, and each of them acting singly is, authorized and directed to execute and file, in the name of and on behalf of the Corporation, the Petition, schedules, lists, and other motions, papers, or documents, and to take any and all action that such Authorized Person or Authorized Persons deem necessary or proper, in connection with the Chapter 7 Case;

RESOLVED: That the employment of the law firm of Pepper Hamilton LLP (“Pepper Hamilton”) as bankruptcy counsel to represent and assist the Corporation in carrying out its

duties under the Bankruptcy Code and to take any and all actions to advance the Corporation's rights and obligations, including filing any pleadings and accompanying an Authorized Person in attending the meeting of creditors to be held pursuant to section 341 of the Bankruptcy Code in the Chapter 7 Case, pursuant to the Corporation's engagement letter with Pepper Hamilton, dated as of December 3, 2014, the terms thereof, and the payment of any amounts thereunder, including the payment of a fee of \$7,000 for post-petition services, which will be fully earned upon receipt, be, and the same hereby are, ratified, approved and confirmed in all respects;

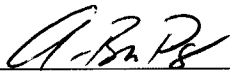
RESOLVED: That the law firm of Ropes & Gray is authorized to represent and assist the Corporation in connection with the transition of control of assets to a chapter 7 trustee and accompany an Authorized Person in attending the meeting of creditors to be held pursuant to section 341 of the Bankruptcy Code in the Chapter 7 Case; and Ropes & Gray is authorized to receive a fee of \$5,000 for such services, which will be fully earned upon receipt;

General Authority

RESOLVED: That, in addition to the specific authorizations previously conferred herein upon the Authorized Persons, any Authorized Persons hereby be, and they are, and each of them acting singly is, authorized and directed, in the name of and on behalf of the Corporation, to take or cause to be taken any and all such further actions, execute and deliver the Petition and any and all such agreements, pleadings, and other documents or papers, and pay all expenses, including filing fees and fees of professionals, in each case as in such Authorized Person's or Authorized Persons' judgment shall be necessary or desirable to fully carry out the intent and accomplish the purpose of the resolutions adopted herein;

RESOLVED: That all acts, actions, and transactions relating to the matters contemplated by the resolutions herein done in the name of and on behalf of the Corporation, which acts would have been approved by the resolutions herein except that such actions were taken before these resolutions were approved and adopted by the Board, are hereby in all respects approved and ratified.

Executed and Witnessed this 23rd day of December 2014 by a binding vote of the Board.



Signature of Secretary



Witness

A. Brian Davis
Name of Secretary

CAROLINE E. DAVES
Name of Witness

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

----- X
:
In re : **Chapter 7**
:
TENGION, INC.,¹ : **Case No. 14-_____**
:
Debtor. :
:
----- X

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedures, Tengion, Inc., (the “Debtor”), respectfully represents and sets forth that, to the Debtor’s knowledge, there are no persons or entities that beneficially own or control 10 percent or more of the voting or equity securities of the Debtor.

[Remainder of Page Intentionally Left Blank]

¹ The last four (4) digits of the Debtor’s federal tax identification number are 4813.

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, an Authorized Signatory of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing Corporate Ownership Statement and that it is true and correct to the best of my information and belief.

Date: December 23, 2014

Signature  _____

A. Brian Davis
Authorized Signatory

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

	X		
	:		
In re	:		Chapter 7
	:		
TENGION, INC.,¹	:		Case No. 14-_____
	:		
Debtor.	:		
	:		
	X		

LIST OF CREDITORS

A list of the creditors of Tengion, Inc., the entity named as debtor in this case (the “Debtor”), in accordance with Fed. R. Bankr. P. 1007(a) and Del. Bankr. L.R. 1007-1(a), is filed contemporaneously herewith.

The list contains only those creditors whose names and addresses were maintained in the database of the Debtor or were otherwise readily ascertainable by the Debtor prior to the commencement of this case. Certain of the creditors listed may not hold outstanding claims against the Debtor as of the date hereof and, therefore, may not be creditors for purposes of this case. By filing the attached list, the Debtor in no way waives or prejudices its right to object to the extent, validity or enforceability of the claims, if any, held by the parties identified therein.

[Creditor List filed electronically in manner consistent with Clerk’s Office Procedures]

¹ The last four (4) digits of the Debtor’s federal tax identification number are 4813.


UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

----- X
 In re : Chapter 7
 TENGION, INC.,¹ : Case No. 14-_____
 Debtor. :
 ----- X

DECLARATION REGARDING LIST OF CREDITORS

I, A. Brian Davis, as Authorized Signatory of Tengion, Inc., a Delaware corporation, named as the debtor in this case, hereby declares under penalty of perjury that I have reviewed the Creditor List submitted herewith and that it is true and correct to the best of my information and belief.

TENGION, INC.

By: 
 Name: A. Brian Davis
 Title: Authorized Signatory

¹ The last four (4) digits of the Debtor's federal tax identification number are 4813.

47731522_1

The Creditor List originally supplied as pages
 10-25 of this document have been removed as
 a redaction of confidential business information
 PATENT

**GLOBAL NOTES REGARDING
DEBTOR'S BANKRUPTCY SCHEDULES AND STATEMENTS**

General Notes

The Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "Statements," and together with the Schedules, the "Bankruptcy Materials") of Tengion, Inc. (the "Debtor") were prepared pursuant to 11 U.S.C. § 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure by management of the Debtor and are unaudited. While the Debtor's management has made reasonable efforts to ensure that the Bankruptcy Materials are accurate and complete, based upon information that was available to them at the time of preparation, subsequent information may result in material changes to the Bankruptcy Materials. Moreover, because the Bankruptcy Materials contain unaudited information which is subject to further review and potential adjustment, there can be no assurance that these Bankruptcy Materials are complete. These Global Notes Regarding Debtor's Bankruptcy Materials ("Global Notes") comprise an integral part of the Bankruptcy Materials and should be referred to and considered in connection with any review of the Bankruptcy Materials.

Nothing contained in the Bankruptcy Materials or these Global Notes shall constitute a waiver of any of the Debtor's rights or an admission with respect to the chapter 7 case, including, but not limited to, any issues involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or recharacterization of claims or contracts, assumption or rejection of contracts under the provisions of the Bankruptcy Code and/or causes of action arising under the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers.

The Debtor reserves the right to dispute, or to assert offset or defenses to, any claim reflected on the Bankruptcy Materials as to amount, liability or classification. The Debtor also reserves all rights with respect to the values, amounts and characterization of the assets and liabilities listed in the Bankruptcy Materials. Any failure to designate a claim on the Bankruptcy Materials as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent," or "unliquidated."

Basis of Presentation. The Bankruptcy Materials reflect the assets and liabilities of the Debtor. The Bankruptcy Materials do not purport to represent financial statements prepared in accordance with U.S. Generally Accepted Accounting Principles.

Dates. Unless otherwise indicated, all asset and liability information is listed as of December 29, 2014 (the "Petition Date").

Estimates. To close the books and records of the Debtor as of the Petition Date, management was required to make estimates and assumptions that affect the reported amounts of assets and liabilities.

Leases. The Debtor has not included in the Bankruptcy Materials future obligations under any operating leases.

Property and Equipment. Owned property and equipment is stated at net book value.

Totals. All totals that are included in the Bankruptcy Materials represent totals of all the known amounts included in the tables.

Valuation. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtor to obtain current market valuations of all of its assets. Accordingly, unless otherwise indicated, net book values as of the Petition Date are reflected on the Bankruptcy Materials. For this reason, amounts ultimately realized will vary from net book value, and such variance may be material. In addition, the amounts shown for total liabilities exclude items identified as “unknown” or “undetermined” and, thus, ultimate liabilities may differ materially from those stated in the Bankruptcy Materials.

Schedules of Assets and Liabilities

Schedule B: Personal Property. The current value of the Debtor’s interests in insurance policies reflects estimated return premiums if the policies were cancelled on January 1, 2015.

Schedule D: Creditors Holding Secured Claims. The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens.

Schedule F: Creditors Holding Unsecured Non-Priority Claims. The claims listed in Schedule F arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. While commercially reasonable efforts have been made, determining the date upon which each claim in Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtor does not list a date for each claim listed on Schedule F.

Schedule G: Executory Contracts. Commercially reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases. However, inadvertent errors, omissions, or over-inclusions may have occurred. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, and supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments, and agreements which may not be listed herein.

Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights that are embedded in the Debtor’s agreements. Such rights, powers, duties, and obligations are not set forth on Schedule G.

The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. Executory agreements that are oral in nature have not been included in Schedule G.

Statements of Financial Affairs

Question 21: Current Partners, Officers, Directors and Shareholders. The vast majority of the voting or equity securities of the corporation are held at Depository Trust Company through Cede and Company. The Debtor believes that there are persons or entities that beneficially own or control 5 percent or more of the voting or equity securities of the Debtor. However, the Debtor does not have precise numbers for these holdings.

B 6 Summary (Official Form 6 - Summary) (12/13)

**United States Bankruptcy Court
District of Delaware**

In re Tengion, Inc.
Debtor

Case No. _____

Chapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	[REDACTED]		
B - Personal Property	Yes	82	[REDACTED]		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	6		[REDACTED]	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		[REDACTED]	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	17		[REDACTED]	
G - Executory Contracts and Unexpired Leases	Yes	5			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		113			
			Total Assets		
				Total Liabilities	

B6A (Official Form 6A) (12/07)

In re Tengion, Inc.

Case No. _____

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
--------------------------------------	---	------------------------------------	--	-------------------------

None

Sub-Total > **0.00** (Total of this page)

Total > **0.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re Tenglon, Inc.

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
3. Security deposits with public utilities, telephone companies, landlords, and others.		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
			Sub-Total >	[REDACTED]
			(Total of this page)	[REDACTED]

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Tengion, Inc.

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
		[REDACTED]	-	[REDACTED]
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
			Sub-Total >	[REDACTED]
			(Total of this page)	[REDACTED]

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Tengion, Inc.

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		[REDACTED]		[REDACTED]
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.		Owned patents, trademarks, software licenses, and various other intellectual property. See attached Schedule B22(A) for patents and attached Schedule B22(B) for trademarks.	-	Unknown
23. Licenses, franchises, and other general intangibles. Give particulars.	X			

Sub-Total > [REDACTED]
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Tengion, Inc.

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		[REDACTED]	-	[REDACTED]
29. Machinery, fixtures, equipment, and supplies used in business.		[REDACTED]	-	[REDACTED]
30. Inventory.		[REDACTED]	-	[REDACTED]
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > [REDACTED]
(Total of this page)
Total > [REDACTED]

(Report also on Summary of Schedules)

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property

Schedule B22(A)

Case List

Case Ref.	File Reference	Country	Application No.	Application Date	Title	Case Status ¹	Owned by
					ALIGNMENT OF		
					ALIGNMENT OF		
					ORGAN FUNCTION		
					ALIGNMENT OF		
					ORGAN FUNCTION		
					RECONSTRUCTION OF		
					URINARY		
					STRUCTURES WITH		
					POLYMERIC MATRICES		
					BLADDER		
					SCAFFOLDS FOR		
					ORGAN		
					RECONSTRUCTION		
					AND AUGMENTATION		
					SCAFFOLDS FOR		
					ORGAN		
					RECONSTRUCTION		
					AND AUGMENTATION		
					SCAFFOLDS FOR		
					ORGAN		
					AND AUGMENTATION		
					SCAFFOLDS FOR		
					ORGAN		
					RECONSTRUCTION		
					AND AUGMENTATION		

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	SCAFFOLDS FOR ORGAN RECONSTRUCTION AND AUGMENTATION	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	SCAFFOLDS FOR ORGAN RECONSTRUCTION AND AUGMENTATION	[REDACTED]
0024127.00013US4	TGN-1002C2-US	United States of America	14/029,129	9/17/2013					SCAFFOLDS FOR ORGAN RECONSTRUCTION AND AUGMENTATION	Pending
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	TISSUE ENGINEERING SCAFFOLDS	[REDACTED]

TENSION

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	RATIONAL DESIGN OF MEDICINE PRODUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	RATIONAL DESIGN OF MEDICINE PRODUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	RATIONAL DESIGN OF MEDICINE PRODUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	RATIONAL DESIGN OF MEDICINE PRODUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	RATIONAL DESIGN OF MEDICINE PRODUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	RATIONAL DESIGN OF MEDICINE PRODUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	RATIONAL DESIGN OF REGENERATIVE MEDICINE PRODUCTS	Pending
0024127.00030US1	TGN-1015-US	United States of America	12/945,436	11/12/2010				TENGIION
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CELL SCAFFOLD	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONSTRUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CELL SCAFFOLD	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONSTRUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CELL SCAFFOLD	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONSTRUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CELL SCAFFOLD	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONSTRUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CELL SCAFFOLD	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONSTRUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CELL SCAFFOLD	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONSTRUCTS	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CELL SCAFFOLD	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONSTRUCTS	[REDACTED]
0024127.00035US1	TGN-1018-US	United States of America	13/043,252	3/6/2011			CELL-SCAFFOLD CONSTRUCTS	Pending
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		TENGIION

[REDACTED]	SELECTIVE CELL THERAPY FOR THE
[REDACTED]	RENAL FAILURE
[REDACTED]	SELECTIVE CELL THERAPY FOR THE
[REDACTED]	TREATMENT OF RENAL FAILURE
[REDACTED]	SELECTIVE CELL THERAPY FOR THE
[REDACTED]	RENAL FAILURE

[REDACTED]	RECONSTRUCTING ORGANS FROM
[REDACTED]	BIOMATERIAL SCAFFOLD
[REDACTED]	RECONSTRUCTING ORGANS FROM
[REDACTED]	BIOMATERIAL SCAFFOLD
[REDACTED]	RECONSTRUCTING ORGANS FROM
[REDACTED]	SCAFFOLD
[REDACTED]	RECONSTRUCTING ORGANS FROM
[REDACTED]	BIOMATERIAL SCAFFOLD
[REDACTED]	RECONSTRUCTING ORGANS FROM
[REDACTED]	BIOMATERIAL SCAFFOLD
[REDACTED]	RECONSTRUCTING ORGANS FROM
[REDACTED]	SCAFFOLD
[REDACTED]	RECONSTRUCTING ORGANS FROM
[REDACTED]	BIOMATERIAL SCAFFOLD
[REDACTED]	RECONSTRUCTING ORGANS FROM
[REDACTED]	SCAFFOLD
[REDACTED]	METHODS AND
[REDACTED]	CELLULARIZATION
[REDACTED]	PROSTHETIC KIDNEY
[REDACTED]	PROSTHETIC KIDNEY
[REDACTED]	DISEASE
[REDACTED]	PROSTHETIC KIDNEY
[REDACTED]	DISEASE

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ISOLATED RENAL THEREOF	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ISOLATED RENAL THEREOF	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ISOLATED RENAL THEREOF	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ISOLATED RENAL THEREOF	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ISOLATED RENAL THEREOF	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ISOLATED RENAL THEREOF	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ISOLATED RENAL THEREOF	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ISOLATED RENAL THEREOF	[REDACTED]
0024127.00025US2	TGN-1009-US	United States of America	12/617,721	11/12/2009	8,316,484	11/27/2012	Registered TENGEN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0024127.00029US	TGN-1014-US	United States of America	12/612,606	11/4/2009	9,337,485	12/25/2012	Registered TENGEN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The schedules provided on pages 24-153 of this document pertain to non-patent related information and have been removed as a redaction of confidential business information