

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7140386

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANDREW J. CARTER	09/07/2021
NELSON L. SCARBOROUGH	09/08/2021
BRADLEY PATT	09/07/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THERACELL, INC.
<b>Street Address:</b>	14930 VENTURA BOULEVARD, SUITE 325
<b>City:</b>	SHERMAN OAKS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91403
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14567788
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)393-9887
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<b>Correspondent Name:</b>	SQUIRE PATTON BOGGS (US) LLP
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<b>ATTORNEY DOCKET NUMBER:</b>	124914.00001
<b>NAME OF SUBMITTER:</b>	NICOLE BALLEW CHANG
<b>SIGNATURE:</b>	/Nicole Ballew Chang/
<b>DATE SIGNED:</b>	01/25/2022
<b>Total Attachments: 5</b>	
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**PATENT ASSIGNMENT AGREEMENT**

This patent assignment (referred to hereinafter as "ASSIGNMENT") is by and between **Nelson L. Scarborough, Bradley Patt, and Andrew J. Carter**, each an individual; and **TheraCell, Inc.**, a Delaware corporation, having a place of business at 14930 Ventura Boulevard, Suite 325, Sherman Oaks, CA 91403, United States. The undersigned attest that the effective date of this patent assignment corresponds to the earliest filed patent application for each individual as an inventor thereof.

**WHEREAS, WE, Nelson L. Scarborough, Bradley Patt, and Andrew J. Carter**, (referred to hereinafter as "ASSIGNORS") have invented certain new and useful improvements disclosed in U.S. Application entitled **DEMINERALIZED BONE FIBERS HAVING CONTROLLED GEOMETRY AND SHAPES AND METHODS THEREOF**, Application No. 14/256,911, filed on April 18, 2014; which claims the benefit of U.S. Provisional Application No. 61/814, 192 filed on April 19, 2013; U.S. Provisional Application No. 61/864,499 filed on August 9, 2013; and U.S. Provisional Application No. 61/952,128 filed on March 12, 2014; all of which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION.

**WHEREAS, TheraCell, Inc.**, (referred to hereinafter as "ASSIGNEE" or "THERACELL"), together with any successors, legal representatives, or assignees thereof, wants to acquire the entire right, title and interest in, to and under said INVENTION, and the underlying inventions and improvements described therein in the United States and throughout the world.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNORS hereby sell, transfer, assign and convey exclusively to ASSIGNEE, and its successors and assigns, all of ASSIGNORS' entire right, title, and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any application claiming priority thereto, any continuation, continuation-in-part, divisional, renewal, substitute, reissue, or examination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Conventions, including without limitation, the right, if any, to sue or bring other actions and recover damages for past, present, and future infringement thereof.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent fact and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to

ASSIGNEE or its legal representatives any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce said INVENTION and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

This ASSIGNMENT embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE for the INVENTION. No amendment or modification of this ASSIGNMENT shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed by ASSIGNORS and ASSIGNEE or on behalf of ASSIGNORS or ASSIGNEE by their respective duly authorized representative.

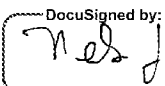
The ASSIGNORS and ASSIGNEE attest that the effective date of this ASSIGNMENT is the earliest filing date that an ASSIGNOR contributed as an inventor of the INVENTION in a filed application as disclosed herein.

ASSIGNORS acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE's choice to prosecute any application or other legal proceeding involving said INVENTION and ASSIGNORS further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNORS and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNORS and any attorney or practitioner appointed by ASSIGNEE, in the recited applications or in any application that directly or indirectly claims priority thereto.

This ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**IN TESTIMONY WHEREOF**, the undersigned have hereunto signed his/her/their name.

**EXECUTED as ASSIGNOR:**

By:   
Nelson L. Scarborough

08 September 2021

Date

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By: \_\_\_\_\_  
Bradley Patt

Date

\*\*\*\*

By: \_\_\_\_\_  
Andrew J. Carter

Date



ASSIGNEE or its legal representatives any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce said INVENTION and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

This ASSIGNMENT embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE for the INVENTION. No amendment or modification of this ASSIGNMENT shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed by ASSIGNORS and ASSIGNEE or on behalf of ASSIGNORS or ASSIGNEE by their respective duly authorized representative.

The ASSIGNORS and ASSIGNEE attest that the effective date of this ASSIGNMENT is the earliest filing date that an ASSIGNOR contributed as an inventor of the INVENTION in a filed application as disclosed herein.

ASSIGNORS acknowledge that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE's choice to prosecute any application or other legal proceeding involving said INVENTION and ASSIGNORS further acknowledge that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNORS and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNORS and any attorney or practitioner appointed by ASSIGNEE, in the recited applications or in any application that directly or indirectly claims priority thereto.

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**IN TESTIMONY WHEREOF**, the undersigned have hereunto signed his/her/their name.

**EXECUTED as ASSIGNOR:**

By: \_\_\_\_\_  
Nelson L. Scarborough Date \_\_\_\_\_

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By: \_\_\_\_\_  
Bradley Patt Date \_\_\_\_\_

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By: DocuSigned by:  
Andrew J Carter 07 September 2021  
\_\_\_\_\_  
Andrew J. Carter Date \_\_\_\_\_

**ACCEPTANCE OF ASSIGNMENT BY ASSIGNEE**

**TheraCell, Inc.**

DocuSigned by:  
**Brad Patt**  
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\_\_\_\_\_  
**Signature**

07 September 2021  
\_\_\_\_\_  
**Date**

Bradley E. Patt, Ph.D.  
\_\_\_\_\_  
**Name**

Chief Executive Officer  
\_\_\_\_\_  
**Title**