

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7302275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BJORN C. J. EEK	12/07/2021
RECEIVING PARTY DATA	
Name:	NOTOGEN, INC.
Street Address:	MARS CENTRE, WEST TOWER
Internal Address:	661 UNIVERSITY AVE., SUITE 13-1387
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5G 0B7
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17358731
Application Number:	17358736
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Email:	dsciamanna@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	ATTN: IP DOCKETING DEPARTMENT / CAROL LAHERTY
Address Line 2:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	NOTO-001/C01US & C02US
NAME OF SUBMITTER:	CAROL LAHERTY
SIGNATURE:	/Carol D. Laherty/
DATE SIGNED:	04/27/2022
Total Attachments: 7	
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CONFIRMATORY ASSIGNMENT

Bjorn C. J. EEK, having a mailing address of 803 East Carson St., Long Beach, CA 90807, United States of America (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in the patent(s) and application(s) for patent(s) listed in Appendix A.

WHEREAS, Notogen, Inc., having its principal place of business at MaRS Centre, West Tower, 661 University Ave., Suite 13-1387, Toronto, ON, Canada M5G 0B7 ("the Assignee"), its successors, legal representatives, and assigns, is desirous of acquiring the Assignor's entire right, title, and interest in: the Invention(s); the patent(s) and application(s) for patent identified above and in Appendix A; the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s); any application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) and/or registered design(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, pursuant to the agreement dated March 21, 2016, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the patent(s) and application(s) for patent identified above and in Appendix A;
- (c) the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any patent(s) and application(s) for patent and/or registered design of the United States or other countries claiming the Invention(s);
- (e) any patent(s) and application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, at

least one of the patent(s) and application(s) for patent identified above and in Appendix A, or any patent(s) and application(s) for patent and/or registered design claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any patent or application for patent and/or registered design identified in the preceding paragraphs (b)-(e) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) and/or registered design(s) of the United States or other countries that may be granted for or on any application for patent and/or registered design identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s) and/or registered design(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the Assignor's entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents. The Assignor also hereby represents that the Assignor has not previously sold, transferred, or encumbered any part of Assignor's right, title, and interest in the Invention(s).

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), said registered design(s) and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney

docket number of the patent(s) and application(s) identified above and in Appendix A when known.

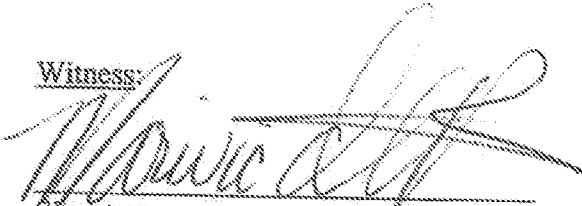
The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Assignor(s) and Assignee(s) understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

December, 7, 2021
Date

Bjorn C. J. EEK
Bjorn C. J. EEK

Witness:


Signature

12-7-2021

Date

Marivic deBorio
Printed name

Witness:

Linda Wooley
Signature

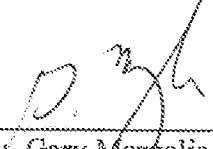
12-7-21

Date

Linda Wooley
Printed name

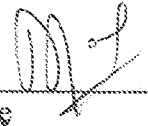
For and on behalf of ASSIGNEE:

Date: Dec 14, 2021

By: 

Name: Gary Margolis
Title: Chief Executive Officer
Company: Notogen, Inc.

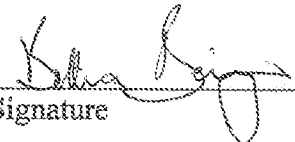
Witness:


Signature

Dec 14, 2021
Date

AJAY MITTA
Printed name

Witness:


Signature

DEC 14, 2021
Date

BETTINA BENIGNO
Printed name

Appendix A

PATENTS

Title: **COMPOSITIONS AND METHODS COMPRISING GROWTH FACTORS,
 CHONDROITIN AND GLUCOSAMINE FOR DEGENERATIVE DISC
 REGENERATION**

Country	Application No.	Effective Filing Date	Patent No.	Grant Date
US	62/252,234	Nov 6, 2015		
PCT	PCT/CA2016/051291	Nov 4, 2016		
US	15/737096	Nov 4, 2016	11,141,426	Oct 12, 2021
US	16/525428 (div of 15/737096)	Nov 4, 2016	11,141,427	Oct 12, 2021
US	17/358731	Nov 4, 2016		
US	17/358736	Nov 4, 2016		
CA	3000757	Nov 4, 2016		
EP	16861166.3	Nov 4, 2016		
HK	19119533.8	Nov 4, 2016		
AU	2016351308	Nov 4, 2016	143366	Jan 30, 2020
AU	2019250267	Nov 4, 2016		

AU	2021232825	Nov 4, 2016		
NZ	741320	Nov 4, 2016	741320	Mar 24, 2020
NZ	759326	Nov 4, 2016		
NZ	N/A (div of 741320)	Nov 4, 2016		
JP	2018-522629	Nov 4, 2016		
JP	2020-143106	Nov 4, 2016		
MX	MX/a/2018/005676	Nov 4, 2016		
BR	11 2018 009214 2	Nov 4, 2016		
BR	12 2021 007405 4	Nov 4, 2016		
PE	735-2018/DIN	Nov 4, 2016		
CN	201680077659.4	Nov 4, 2016		
KR	10-2018-7015895	Nov 4, 2016		
KR	10-2020-7024702	Nov 4, 2016		
IN	201827021123	Nov 4, 2016		