

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8203797

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JILL N. NICHOLS	09/06/2023
RECEIVING PARTY DATA	
Name:	CLINICAL BIOTECHNOLOGY RESEARCH INSTITUTE AT RSFH
Street Address:	316 CALHOUN STREET
Internal Address:	5TH FLOOR
City:	CHARLESTON
State/Country:	SOUTH CAROLINA
Postal Code:	29401
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62890318
Application Number:	17000392
Application Number:	18139378
CORRESPONDENCE DATA	
Fax Number:	(866)747-2595
<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:	8435809057
Email:	Jeremy.Stipkala@Thrive-IP.com
Correspondent Name:	JEREMY M. STIPKALA
Address Line 1:	5401 NETHERBY LANE
Address Line 2:	SUITE 1201
Address Line 4:	NORTH CHARLESTON, SOUTH CAROLINA 29420
ATTORNEY DOCKET NUMBER:	1181.0006-US1
NAME OF SUBMITTER:	JEREMY M. STIPKALA
SIGNATURE:	/Jeremy M. Stipkala/
DATE SIGNED:	10/04/2023
Total Attachments: 9	
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PATENT AND COPYRIGHT ASSIGNMENT

THIS PATENT AND COPYRIGHT ASSIGNMENT (the "Agreement") is made and entered into as of this 23 day of August, 2023 by and between **Brian G. Cuddy, M.D.**, an individual residing at 534 Central Avenue, Summerville, SC, **Byron N. Bailey, M.D.**, an individual residing at 829 Middle St., Sullivans Island, SC, **Andrea H. Marshall**, an individual residing at 794 Navigators Run, Mt. Pleasant, SC, and **Jill N. Nichols**, an individual residing at 1505 W. Morgan Street, Duluth, MN (collectively, hereinafter referred to as the "Assignor") and **Clinical Biotechnology Research Institute at RSFH** (hereinafter referred to as "Assignee"), a nonprofit corporation organized and governed under the laws of the State of South Carolina and exempt from taxation pursuant to Sections 501(c)(3) and 509 of the Internal Revenue Code of 1986, as amended (the "Code"). Assignor and Assignee shall sometimes be referred to in this Agreement singularly as a "Party" or together as the "Parties".

RECITALS:

WHEREAS, Assignor and Assignee are parties to that Assignment and Revenue Allocation Agreement, dated the same date as this Agreement (the "Master Agreement"); and

WHEREAS, this Agreement shall be incorporated into and made a part of the Master Agreement; and

WHEREAS, Assignee is a medical research organization located in Charleston, South Carolina, engaged in continuous active conduct of clinical and scientific research, including but not limited to conducting cutting-edge clinical trials and feasibility/outcome research, improving patient care and treatment, and quality of life enhancements; and

WHEREAS, Assignor has made a certain invention or inventions with associated applications as detailed hereinafter; and

WHEREAS, Assignor desires to assign all worldwide rights, title, interest and obligations in and to the inventions and applications as provided for herein to Assignee, and Assignee desires to assume all of Assignor's worldwide rights, title, interest and obligations in and to the inventions and applications pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignor does hereby assign, transfer, and set over to Assignee and its successors and assigns, the entire worldwide right, title, and interest in and to the applications described in **Schedule 1**, attached hereto, together with all inventions disclosed therein; any improvements thereon (collectively, the "Referenced Applications"); and all rights and privileges under the Referenced Applications and without limitation any additional, continuing, or divisional applications thereof in the United States or any other national jurisdiction and/or international patent issuing authority/organization ("Related Applications"), including the right to claim priority on the basis of the Referenced Applications and any Related Applications; and all rights and privileges under any Letters Patent which may be issued or

reissued on the above-identified Referenced Applications and any Related Applications, including all rights, if any, to sue for past infringement.

2. Assignor agrees, without charge to said Assignee but at Assignee's expense (a) to execute (i) all necessary papers to be used in connection with the above-identified Referenced Applications and/or Related Applications, as the Assignee or its successors and assigns may deem necessary or expedient, (ii) all papers in connection with any interference proceedings or other legal or quasi-legal proceedings (such as without limitation reissue or reexamination or post-grant proceedings) relating to the above-identified Referenced Applications and/or Related Applications; (b) to cooperate with Assignee and its successors and assigns in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable (as determined by Assignee) to obtain a grant of a valid patent for said inventions, and any improvements thereon.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any and all Letters Patent that may be granted directly or indirectly upon the above-identified Referenced Applications and/or any Related Applications thereof to the Assignee or its successors and assigns.

4. Assignor hereby authorizes the Assignee, its successors and assigns, to file in its own name applications for patents under the patent laws of any country of the world in connection with the inventions hereby transferred, including without limitation under the International Convention claiming the priority of the above-identified applications and Related Applications or otherwise, and to secure in its own name the patent or patents issued thereon.

5. Assignor does hereby assign to Assignee, free and clear of all liens, claims, and encumbrances, all of Assignor's right, title, and interest in and to the Text of the applications described in Schedule 1 having been created in August 2019 and August 2020, and in and to the Drawings entitled, "FIG. 1" to "FIG. 15" having been created in August, 2019, and "FIG. 16" to "FIG. 19" having been created in August, 2020, including any and all Copyrights therein, and any and all renewals and extensions thereof under applicable law.

6. Assignor covenants and warrants that he/she has full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

7. Assignor and Assignee hereby grant to the law firm of Stipkala & Klosowski LLC d/b/a/ Thrive IP® authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or a Patent Office of any non-US national jurisdiction and/or international patent issuing authority/organization.

8. Assignor and Assignee agree that this Agreement shall fulfill the purposes of a Deed of Assignment in jurisdictions requiring same.

9. COMPLIANCE WITH APPLICABLE LAW. By signing this Agreement, the Parties hereby acknowledge and agree that it is not entered into because of any agreement between CBRI and Assignor,

either implied or otherwise, that the Assignor is in any way being compensated based upon the volume or value of referrals of patients or other business between the Parties. The Parties specifically do not intend to violate the Federal Anti-Fraud and Abuse provisions, which are codified at 42 U.S.C. § 1320a-7b(b) et seq., the Ethics in Patient Referrals Act, which is codified at 42 U.S.C. § 1395nn (commonly known as the "Stark Law"), or the South Carolina Provider Self-Referral Act, which is codified at S.C. Code Ann. § 44-113-10 et seq. Other agreements between the parties hereto, if any, are reflected on a master list maintained by CBRI.

10. **AUTHORIZATION FOR AGREEMENT.** The execution and performance of this Agreement by Assignor and Assignee have been duly authorized by all necessary resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligation of the both Parties in accordance with its terms.

11. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior agreements and understandings between them, whether written or oral, with respect to the subject matter hereof. This Agreement shall not be amended or modified except by the mutual written agreement of the Parties hereto.

12. **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

13. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts and signature pages may be exchanged by facsimile or other electronic means, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument. The Parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which reproduces the original of this Agreement, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

(Signatures on following page.)

IN WITNESS WHEREOF, the Parties have caused this Patent and Copyright Assignment and Inventor Declaration to be executed by their duly authorized representatives as of the date and year first written above.

Brian G. Cuddy, M.D. ("Assignor") (First Inventor)

Signature: _____

Address: 534 Central Avenue, Summerville, SC 29483

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of South Carolina, personally appeared the above-named Inventor, and acknowledged the execution of the foregoing assignment as his/her free act and deed for the purpose herein set forth.

Signature of Notary: _____

Printed Name of Notary: _____

My Commission expires on: _____

[Seal]

Byron N. Bailey, M.D. ("Assignor") (Second Inventor)

Signature: _____
Address: 829 Middle St., Sullivans Island, SC 29482

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of South Carolina, personally appeared the above-named Inventor, and acknowledged the execution of the foregoing assignment as his/her free act and deed for the purpose herein set forth.

Signature of Notary: _____

Printed Name of Notary: _____

My Commission expires on: _____

[Seal]

Andrea H. Marshall ("Assignor") (Third Inventor)

Signature: _____
Address: 794 Navigators Run, Mt. Pleasant, SC 29464

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of South Carolina, personally appeared the above-named Inventor, and acknowledged the execution of the foregoing assignment as his/her free act and deed for the purpose herein set forth.

Signature of Notary: _____

Printed Name of Notary: _____

My Commission expires on: _____

[Seal]

Jill N. Nichols ("Assignor") (Fourth Inventor)

Signature: *JN*

Address: 125 W. Wagon St, Duluth MN 55811

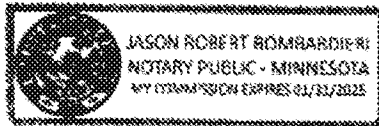
On this 6th day of SEPTEMBER, 2023 before me, a Notary Public in and for the State of Minnesota, personally appeared the above-named Inventor, and acknowledged the execution of the foregoing assignment as his/her free act and deed for the purpose herein set forth.

Signature of Notary: *Jason Robert Bombardieri*

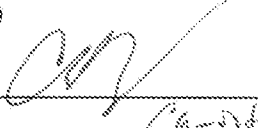
Printed Name of Notary: JASON ROBERT BOMBARDIERI

My Commission expires on: 01-31-25

[Seal]



Clinical Biotechnology Research Institute at RSFH
("Assignee")

By: 
Name: Christopher P. Mize
Title: SVP, Chief Physician Officer

Schedule 1

"CONTAINERS AND METHODS FOR TISSUE STORAGE DURING SURGERY"

U.S. Utility Patent Application having Attorney Docket No. 1181.0006-US2 was filed on April 26, 2023, and assigned Application No. 18/139,378,

U.S. Utility Patent Application having Attorney Docket No. 1181.0006-US1 was filed on August 24, 2020, and assigned Application No. 17/000,392, and

U.S. Provisional Patent Application having Attorney Docket No. 1181.00006-P1 was filed on August 22, 2019, and assigned Serial No. 62/890,318.