PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8292047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
STEMONIX INC.	06/13/2023

RECEIVING PARTY DATA

Name:	AXOSIM, INC.
Street Address:	1441 CANAL ST.
Internal Address:	STE 206
City:	NEW ORLEANS
State/Country:	LOUISIANA
Postal Code:	70112

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	16922475
Application Number:	18110400
Application Number:	17348369
Application Number:	18169999
Application Number:	14839170
Application Number:	15199419
Application Number:	15293563
Application Number:	16069410
Application Number:	15588154
Application Number:	16035039

CORRESPONDENCE DATA

Fax Number: (504)636-4000

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.

Phone: 5045668669
Email: ipnola@bakerdonelson.com
Correspondent Name: PAULA ESTRADA DE MARTIN C/O BAKER, DONELSON
Address Line 1: 201 ST. CHARLES AVENUE
Address Line 2: SUITE 3600
Address Line 4: NEW ORLEANS, LOUISIANA 70170

ATTORNEY DOCKET NUMBER:	2940335
NAME OF SUBMITTER:	LINA SMYK
SIGNATURE:	/Lina Smyk/
DATE SIGNED:	11/22/2023

Total Attachments: 10
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated and effective as of October 20, 2023 (the "Effective Date"), is entered into by and between StemoniX, Inc., a Minnesota corporation (the "Assignor"), and AxoSim, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in that certain Asset Purchase Agreement, dated as of July 13, 2023, by and among Assignor, Vyant Bio, Inc., a Delaware corporation, and Assignee (the "Purchase Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to shall sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept delivery of, the Transferred Assets, including the Intellectual Property included therein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

(a) On a worldwide basis, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, effective as of the Effective Date and in each case, free and clear of all Liens, and Assignee hereby purchases, acquires and accepts delivery of from Assignor, all right, title and interest of Assignor in any and all rights, whether owned or licensed from third parties, in and to any (i) inventions (whether or not patentable), patents, patent applications, provisional patent applications, design patents, Patent Cooperation Treaty filings, invention disclosures and other rights to inventions or designs, trade secrets, technical data, confidential information, databases, customer lists, supplier lists, designs, tools, methods, processes, formulae, recipes, technology, ideas, know-how, product roadmaps and other proprietary information and materials, (ii) trademarks (whether or not registered), trademark applications, service marks (whether or not registered), service mark applications, trade names, logos, trade dress and other proprietary indicia and all goodwill associated therewith, (iii) copyrights and other works of authorship (whether or not protected by copyright), moral rights, compilations, derivative works, literary works, maskworks, sound recordings, designs, schematics, documentation, advertising copy, marketing materials, domain names, websites and social media accounts (including the content of all websites and social media accounts), specifications, drawings, graphics, and recordings, (iv) computer programs (including any and all software implementations of algorithms, models and methodologies, whether in source code or object code), interfaces, algorithms, program files, design documents, flowcharts, user manuals and training materials, together with any translations thereof, (v) business methods, digital purchasing and fulfillment systems, data processing procedures, software, devices, prototypes, and

hardware, (vi) documentation and correspondence related to abandoned patents and abandoned patent applications, and (vii) other similar intellectual property rights pertaining to the subject matter of any of the foregoing, including tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, all forms of legal rights and protections that may be obtained for, or may pertain to the foregoing, the right to sue for past, present and future infringement, misappropriation, or violation of intellectual property rights, registrations, issuances, divisions, continuations, continuations-in-part, renewals, reexaminations, reissuances and extensions of the foregoing, and those items listed on Schedule 1.1(a) of the Purchase Agreement (collectively, the "Intellectual Property").

(b) Assignee or its designees may maintain and apply to register any of the Intellectual Property with the United States Patent and Trademark Office or any other applicable Governmental Authorities or office thereof, and Assignor (together with its Affiliates or successors-in-interest) shall be estopped and will not, directly or indirectly, oppose any such application, or cancel or otherwise challenge the validity, enforceability, or registration of any Intellectual Property by or on behalf of Assignee, or Assignee's ownership thereof.

2. Incorporation; Conflict. Assignor and Assignee hereby acknowledge and agree that the terms of this Assignment are subject to the terms, conditions and limitations set forth in the Purchase Agreement, this Assignment being intended only to further effect and implement the assignment and transfer of the Intellectual Property included in the Transferred Assets to Assignee, as contemplated by the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. Miscellaneous. The provisions of Sections 10.1 (Notices), 10.2 (Expenses), 10.3 (Further Assurances), 10.4 (Waiver; Remedies Cumulative), 10.5 (Assignment), 10.6 (Binding Effect), 10.7 (Headings), 10.9 (Severability), 10.10 (Governing Law; Venue; Waiver of Jury Trial), 10.11 (Counterparts), 10.12 (No Recourse), and 10.14 (Specific Performance) of the Purchase Agreement are hereby incorporated into, and shall apply to, this Agreement, *mutatis mutandis*.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto effective as of the Effective Date.

ASSIGNOR:

STEMONIX, INC.

DocuSigned by:
By: Andrew LaFrence
C43AF5E5D94F459...
Name: Andrew LaFrence
Title: President, Chief Executive Officer

ASSIGNEE:

AXOSIM, INC.

By: _____
Name: J. Lowry Curley
Title: Chief Executive Officer

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto effective as of the Effective Date.

ASSIGNOR:

STEMONIX, INC.

By: _____
Name: Andrew LaFrence
Title: President, Chief Executive Officer

ASSIGNEE:

AXOSIM, INC.

By: DocuSigned by: _____
4301CBAE1A04422...
Name: J. Lowry Curley
Title: Chief Executive Officer

Attachment 1.1(a)(i)

SLW FILE NUMBER	MATTER TYPE	TITLE	COUNTRY	FILING DATE	LOCAL FILING DATE	APPLICATION NUMBER	STATUS	CUSTOM STATUS DESCRIPTION	PUBLICATION DATE	PUBLICATION NUMBER	GRANT DATE	PATENT NUMBER	PRIORITY DATE	INVENTORS
4321.002 JP1	Utility - NSPCT	METHOD OF FABRICATING CELL ARRAYS AND USES THEREOF	Japan	Aug 28, 2015	Feb 27, 2017	2017-530976	Issued		Nov 2, 2017	2017-532061	Apr 12, 2019	6510649	Aug 28, 2014	Robert John Petcavich
4321.002 SG1	Utility - NSPCT	METHOD OF FABRICATING CELL ARRAYS AND USES THEREOF	Singapore	Aug 28, 2015	Feb 27, 2017	11201701540P	Issued				May 22, 2020	11201701540P	Aug 28, 2014	Robert John Petcavich
4321.002 US1	Utility - NPREG	METHOD OF FABRICATING CELL ARRAYS AND USES THEREOF	United States of America	Aug 28, 2015		14/839,170	Issued		Mar 3, 2016	US-2016-0059203-A1	Apr 21, 2020	10,625,234	Aug 28, 2014	Robert John Petcavich
4321.003 US1	Utility - NPREG	SURFACE ENERGY DIRECTED CELL SELF ASSEMBLY	United States of America	Jun 30, 2016		15/199,419	Issued		Jan 5, 2017	US-2017-0002324-A1	Feb 15, 2022	11,248,212	Jun 30, 2015	Robert John Petcavich
4321.007 US1	Utility - NPNEW	METHOD OF MANUFACTURING OR DIFFERENTIATING MAMMALIAN PLURIPOTENT STEM CELLSOR PROGENITOR CELLS USING A HOLLOW FIBER BIOREACTOR	United States of America	Oct 14, 2016		15/293,563	Issued		Apr 20, 2017	US-2017-0107488-A1	Sep 1, 2020	10,760,053	Oct 15, 2015	Robert John Petcavich

4321.010 CH1	Utility - EPPAT	CELL MEDIUM FORMULATION FOR CELL STABILIZATION	Switzerland	Jan 12, 2017	Apr 6, 2022	17701262.2	Issued		Nov 21, 2018	3402330	Dec 29, 2021	3402330	Jan 12, 2016	Fabian Zanella, Stephan Spangenberg, Wonjong Si, Ping Yeh, Robert John Petcavich
4321.010 DE1	Utility - EPPAT	CELL MEDIUM FORMULATION FOR CELL STABILIZATION	Germany	Jan 12, 2017	Jan 17, 2022	17701262.2	Issued		Nov 21, 2018	3402330	Dec 29, 2021	60 2017 051 503.5	Jan 12, 2016	Fabian Zanella, Stephan Spangenberg, Wonjong Si, Ping Yeh, Robert John Petcavich
4321.010 FR1	Utility - EPPAT	CELL MEDIUM FORMULATION FOR CELL STABILIZATION	France	Jan 12, 2017	Jan 24, 2022	17701262.2	Issued		Nov 21, 2018	3402330	Dec 29, 2021	3402330	Jan 12, 2016	Fabian Zanella, Stephan Spangenberg, Wonjong Si, Ping Yeh, Robert John Petcavich
4321.010 GB1	Utility - EPPAT	CELL MEDIUM FORMULATION FOR CELL STABILIZATION	United Kingdom	Jan 12, 2017	Apr 8, 2022	17701262.2	Issued		Nov 21, 2018	3402330	Dec 29, 2021	3402330	Jan 12, 2016	Fabian Zanella, Stephan Spangenberg, Wonjong Si, Ping Yeh, Robert John Petcavich
4321.010 US1	Utility - NSPCT	CELL MEDIUM FORMULATION FOR CELL STABILIZATION	United States of America	Jul 11, 2018	Jul 11, 2018	16/069,410	Issued		Jan 3, 2019	US-2019-0002831-A1	Mar 28, 2023	11,613,732	Jan 12, 2016	Fabian Zanella, Stephan Spangenberg, Wonjong Si, Ping Yeh, Robert John Petcavich

4321.012 US1	Utility - NPNEW	PROJECTED CAPACITIVE MULTI ELECTRODE EUKARYOTIC CELL ARRAY	United States of America	May 5, 2017		15/588,154	Issued		Nov 9, 2017	US-2017-0322194-A1	Jul 6, 2021	11,054,408	May 6, 2016	Robert John Petcavich
4321.020 US1	Utility - NPREG	HIGH THROUGHPUT OPTICAL ASSAY OF HUMAN MIXED CELL POPULATION SPHEROIDS	United States of America	Jul 13, 2018	Jul 13, 2018	16/035,039	Issued		Jan 17, 2019	US-2019-0017097-A1	Dec 7, 2021	11,193,159	Jul 14, 2017	Cassiano Carromeu
4321.002 US2	Utility - CON	METHOD OF FABRICATING CELL ARRAYS AND USES THEREOF	United States of America	Jan 9, 2020		16/738,408	Pending	To Be Abandoned	Nov 12, 2020	US 2020-0353438 A1			Aug 28, 2014	Robert John Petcavich
4321.007 US2	Utility - CON	METHOD OF MANUFACTURING OR DIFFERENTIATING MAMMALIAN PLURIPOTENT STEM CELLSOR PROGENITOR CELLS USING A HOLLOW FIBER BIOREACTOR	United States of America	Jul 7, 2020		16/922,475	Pending		Mar 4, 2021	US 2021-0062147 A1			Oct 15, 2015	Robert John Petcavich

4321.010 US2	Utility - CON	CELL MEDIUM FORMULATION FOR CELL STABILIZATION	United States of America	Feb 16, 2023		18/110,400	Pending						Jan 12, 2016	Fabian Zanella, Stephan Spangenberg, Wonjong Si, Ping Yeh, Robert John Petcavich
4321.012 US2	Utility - DIV	PROJECTED CAPACITIVE MULTI ELECTRODE EUKARYOTIC CELL ARRAY	United States of America	Jun 15, 2021		17/348,369	Pending		Oct 7, 2021	US 2021-0311014 A1			May 6, 2016	Robert John Petcavich
4321.020 EP1	Utility - NSPCT	HIGH THROUGHPUT OPTICAL ASSAY OF HUMAN MIXED CELL POPULATION SPHEROIDS	European Patent Office	Jul 13, 2018	Feb 14, 2020	18753497.9	Pending		May 20, 2020	3652536			Jul 14, 2017	Cassiano Carromeu
4321.020 JP1	Utility - NSPCT	HIGH THROUGHPUT OPTICAL ASSAY OF HUMAN MIXED CELL POPULATION SPHEROIDS	Japan	Jul 13, 2018	Jan 10, 2020	2020-501302	Pending	To Be Abandoned	Aug 31, 2020	2020-526767			Jul 14, 2017	Cassiano Carromeu
4321.020 JP2	Utility - DIV	HIGH THROUGHPUT OPTICAL ASSAY OF HUMAN MIXED CELL POPULATION SPHEROIDS	Japan	Jul 13, 2018	Feb 10, 2022	2022-019584	Pending		Apr 26, 2022	2022-065065			Jul 14, 2017	Cassiano Carromeu

4321.023 AU1	Utility - NSPCT	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	Australia	Jan 31, 2020	Sep 1, 2021	2020216980	Transferred - see Polsinelli Report below						Feb 2, 2019	Cassiano Carromeu
4321.023 EP1	Utility - NSPCT	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	European Patent Office	Jan 31, 2020	Sep 1, 2021	20708982.2	Transferred - see Polsinelli Report below		Dec 8, 2021	3918056			Feb 2, 2019	Cassiano Carromeu
4321.023 JP1	Utility - NSPCT	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	Japan	Jan 31, 2020	Aug 2, 2021	2021-544925	Transferred - see Polsinelli Report below		May 11, 2022	2022-524927			Feb 2, 2019	Cassiano Carromeu
4321.023 PRV	Prov - ORG	Method of Using iPSc Generated Human Organ Tissue Spheroids for Drug Discovery	United States of America	Feb 2, 2019		62/800,430	Transferred - see Polsinelli Report below							Cassiano Carromeu
4321.023 US1	Utility - NPNEW	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	United States of America	Jan 31, 2020		16/778,283	Transferred - see Polsinelli Report below		Dec 24, 2020	US 2020-0400651 A1			Feb 2, 2019	Cassiano Carromeu
4321.023 WO1	Utility - ORG	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	PCT	Jan 31, 2020		PCT/US2020/016209	Transferred - see Polsinelli Report below		Aug 6, 2020	WO 2020/160470			Feb 2, 2019	Cassiano Carromeu

Case Number	Country	Title	Application No.:	Filing Date	Publication No.:	Publication Date	Patent No.:	Issue Date	Expiration Date	Status	Owner	Client	Next Deadline	Status/Status Date
119288-744570	WO	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	PCT/US2020/016209	31-Jan-2020						Nat Phase	Stemonix Inc.	Vyant Bio, Inc.		Pending Application
119288-741688	US	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	16/778,283	31-Jan-2020	US 2020-0400651	24-Dec-2020				Abandoned	Stemonix Inc.	Vyant Bio, Inc.		Abandonned
119288-753331	US-CON	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	18/169,999	16-Feb-2023						Pending	Stemonix Inc.	Vyant Bio, Inc.		CON Application of 16/778,283
119288-744571	AU	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	2020216980	01-Sep-2021						Pending	Stemonix Inc.	Vyant Bio, Inc.	Reply to Examination Report deadline February 1, 2024	Examination Report Received
119288-744572	EP	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	20708982.2	01-Sep-2021	3918056	08-Dec-2021				Published	Stemonix Inc.	Vyant Bio, Inc.		Pending Application Annuity handled by Blackhills
119288-744574	JP	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	2021-544925	02-Aug-2021						Abandoned	Stemonix Inc.	Vyant Bio, Inc.		Abandonned
119288-759198	JP-DIV	METHOD OF USING HUMAN SPHEROIDS FOR DRUG DISCOVERY	119288-759198	25-Apr-2023						Pending	Stemonix Inc.	Vyant Bio, Inc.		Divisional of from JP Application No. 2021-544925