# 509058411 03/04/2025 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI861863

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY	DATA				
		Name	Execution Date		
THOMAS MATTHEW	INDUSTRIES, I	NC.	06/30/2022		
RECEIVING PARTY D	ΔΤΑ				
Company Name:	COMMUNIT	COMMUNITY BLOOD CENTER D/B/A COMMUNITY TISSUE SERVICES			
Street Address:	2900 Colleg	2900 College Dr.			
City:	Kettering				
State/Country:	ОНЮ				
Postal Code:	45420				
PROPERTY NUMBER	RS Total: 1				
Property Type		Number			
Patent Number:	8512	2342			
CORRESPONDENCE					
Fax Number:		396444			
		e-mail address first; if that is unsuccess			
using a fax number,	if provided; if t	hat is unsuccessful, it will be sent via US			
<i>using a fax number, .</i> Phone:	<b>if provided; if t</b> 3176	<i>hat is unsuccessful, it will be sent via U</i> 396151			
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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 5, 2022, is made by THOMAS MATTHEW INDUSTRIES, INC., a Tennessee corporation located at 6524 Banbury Crossing, Brentwood, TN 37211 ("Seller"), in favor of COMMUNITY BLOOD CENTER, an Ohio corporation for non-profit, d/b/a COMMUNITY TISSUE SERVICES located at 2900 College Dr, Kettering OH 45420 ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller and Thomas L. Meredith, dated December 29, 2021 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on <u>Schedule</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all other Intellectual Property (as defined in the Asset Purchase Agreement) of the Seller;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Patents] in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

### PATENT REEL: 070390 FRAME: 0769

3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

## PATENT REEL: 070390 FRAME: 0770

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

THOMAS MATTHEW INDUSTRIES, INC. a Tennessee corporation

By: -11 Title: PRESIDENT

STATE OF <u>Tempessee</u>) ) SS: COUNTY OF <u>DAvidson</u>)

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The foregoing instrument was acknowledged before me this  $30^{44}$  day of June 2022, by *14114 s 1 Menself b* the *1655 den f* of Thomas Matthew Industries, Inc., a Tennessee corporation, on behalf of said corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Charlotte & Herring Notary Public TTE É STATE OF TENNESSEE NOTARY PUBLIC SON CON My Commission Expires MAY 05, 2025

PATENT REEL: 070390 FRAME: 0771

#### SCHEDULE 1

### ASSIGNED PATENTS AND PATENT APPLICATIONS

#### Patents

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Title	Patent Number	Issue Date
Automated Bone Grinder	6,755,365	June 29, 2004
Portable Bone Grinder	8,512,342	August 20, 2013

### **Patent Applications**

Title	Application/ Publication Number	Filing Date
Bone Grinder Promoting Bone Osteoinductivity	17485770	September 27, 2021

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