

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pervasis Therapeutics, Inc.		04/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Advanced BioHealing, Inc.		
Street Address:	11095 Torreyana Road		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3295655	VASCUGEL	
Registration Number:	3300002	VASCUGEL	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617.832.1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Charles Weinstein, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	31234.00002		
NAME OF SUBMITTER:	Linda Casey, Paralegal, Foley Hoag LLP		
Signature:	/Linda Casey/		

OP \$65.00 3295655

Date:

08/28/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) dated as of April 19, 2012 (the “**Effective Date**”), is made by and between **PERVASIS THERAPEUTICS, INC.**, a Delaware corporation (“**Assignor**”), and **ADVANCED BIOHEALING, INC.**, a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of April 12, 2012 (the “**Agreement**”), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the “**Transferred Assets**” as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute “**Transferred Assets**” under the Agreement (all of the foregoing collectively, the “**Trademarks**”) and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, except as otherwise provided in the Agreement, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee’s request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens

and other documentation as may be reasonably required) in connection with implementation, perfection and/or recording of this Assignment.

The terms of the Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.


This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE

ADVANCED BIOHEALING, INC.

By: 

Name: LUIGI J ALBRECHT

Title: CORPORATE SECRETARY

Signature Page to the Trademark Assignment

SCHEDULE A - TRADEMARKS

Country	Trademark	Owner	Class	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Case Type	Goods
Canada	VASCUGEL	Pervasis Therapeutics, Inc.		Allowed	1303551	31-May-06				ORD	Therapeutic implants consisting of artificial materials, namely, polymers and drugs for the treatment of vascular and cardiovascular diseases; pharmaceutical preparations for the treatment of vascular and cardiovascular diseases; therapeutic implants consisting of organic materials, namely, cells and drugs for the treatment of vascular and cardiovascular diseases.
China (People's Republic)	VASCUGEL	Pervasis Therapeutics, Inc.	005, 010	Registered		31-May-06	892558	31-May-06	31-May-16	MPR	5: Pharmaceutical preparations for the treatment of vascular and cardiovascular diseases; surgical implants consisting of organic materials, namely, cells for medical or clinical use and drugs for the treatment of vascular and cardiovascular diseases. 10: Implants consisting of artificial materials.
European Community	VASCUGEL	Pervasis Therapeutics, Inc.	005, 010	Registered		31-May-06	892558	23-Jul-07	31-May-16	MPR	5: Pharmaceutical preparations for the treatment of vascular and cardiovascular diseases; surgical implants consisting of organic materials, namely, cells for medical or clinical use and drugs for the treatment of vascular and cardiovascular diseases. 10: Implants consisting of artificial materials.
Intl Registration - Madrid Protocol Only	VASCUGEL	Pervasis Therapeutics, Inc.	005, 010	Registered		31-May-06	892558	31-May-06	31-May-16	ORD	5: Pharmaceutical preparations for the treatment of vascular and cardiovascular diseases; surgical implants consisting of organic materials, namely, cells for medical or clinical use and drugs for the treatment of vascular and cardiovascular diseases. 10: Implants consisting of artificial materials.
Israel	VASCUGEL	Pervasis Therapeutics, Inc.	005	Registered	195458	19-Nov-06	195458	22-Jan-09	19-Nov-16	ORD	Pharmaceutical preparations for the treatment of vascular and cardiovascular diseases; surgical implants consisting of organic materials, namely, cells for medical or clinical use and drugs for the treatment of vascular and cardiovascular diseases.
Israel	VASCUGEL	Pervasis Therapeutics, Inc.	010	Registered	195459	19-Nov-06	195459	06-Aug-08	19-Nov-16	ORD	Implants consisting of artificial materials for the treatment of blood vessels diseases and heart blood vessels diseases.
Japan	VASCUGEL	Pervasis Therapeutics, Inc.	005, 010	Registered	2006-356706	31-May-06	892558	31-May-06	31-May-16	MPR	5: Pharmaceutical preparations for the treatment of vascular and cardiovascular diseases; cells and drugs for implants consisting of bio-organic materials. 10: Implants consisting of polymers and artificial materials.
United States of America	VASCUGEL	Pervasis Therapeutics, Inc.	005	Registered	78/890198	23-May-06	3295655	18-Sep-07	18-Sep-17	ORD	Pharmaceutical preparations for the treatment of vascular and cardiovascular diseases; surgical implants consisting of organic materials, namely, cells for medical or clinical use and drugs for the treatment of vascular and cardiovascular diseases.
United States of America	VASCUGEL	Pervasis Therapeutics, Inc.	010	Registered	78/890223	23-May-06	3300002	25-Sep-07	25-Sep-17	ORD	Implants consisting of artificial materials.