

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307386

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Connecticut Innovations, Incorporated		11/19/2013	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Soft Tissue Regeneration, Inc.		
<b>Street Address:</b>	142 Temple Street		
<b>Internal Address:</b>	Suite 206		
<b>City:</b>	New Haven		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06510		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3828878	STR SOFT TISSUE REGENERATION	
<b>Registration Number:</b>	3818904	L-C LIGAMENT	
<b>Serial Number:</b>	85336709	STR GRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	484 362 2637		
<b>Email:</b>	kdumont@rccblaw.com		
<b>Correspondent Name:</b>	Kyle Dumont		
<b>Address Line 1:</b>	101 West Elm Street		
<b>Address Line 2:</b>	Suite 220		
<b>Address Line 4:</b>	Conshohocken, PENNSYLVANIA 19428		
<b>NAME OF SUBMITTER:</b>	Joseph W. Reilly		
<b>SIGNATURE:</b>	/s/ Joseph W. Reilly		
<b>DATE SIGNED:</b>	06/12/2014		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "*Assignment*") is effective as of November 19, 2013 (the "*Effective Date*") by and between Soft Tissue Regeneration, Inc., a Delaware corporation (the "*Company*"), and Connecticut Innovations, Incorporated ("*CII*").

**WHEREAS**, pursuant to that certain Secured Convertible Promissory Note Purchase Agreement, by and among the Company and the Purchasers (as defined therein) listed on Exhibit A therein, dated as of September 20, 2011 (the "*Note Purchase Agreement*"), the Company issued CII and various other noteholders (the "*Remaining Noteholders*", together with CII, the "*Noteholders*") Secured Convertible Promissory Notes (the "*Notes*") which evidenced loans to the Company, of which the principal amount of One Million dollars (\$1,000,000) was attributable to CII (the "*CII Principal*") and the principal amount of Three Million Two Hundred Thousand Four Hundred Twenty Eight dollars (\$3,200,428) was attributable to the Remaining Noteholders (the "*Remaining Noteholder Principal*"); and

**WHEREAS**, in connection with the Notes, on September 20, 2011, the Company and CII entered into that certain Security Agreement (the "*Security Agreement*"), that certain Trademark Security Agreement (the "*Trademark Security Agreement*") and that certain Patent Security Agreement – Short Form (the "*Patent Security Agreement*", together with the Security Agreement and the Trademark Security Agreement, the "*IP Security Agreements*"); and

**WHEREAS**, pursuant to the IP Security Agreements, the Company granted CII, to secure the payment and performance in full of all of the obligations owed to the Noteholders under the Notes, a security interest in the Intellectual Property (as defined below); and

**WHEREAS**, pursuant to the Note Purchase Agreement, each Remaining Noteholder agreed to irrevocably appoint, designate and authorize CII to act as their Agent (as defined therein) and thereby take such action on their behalves under the provisions of the IP Security Agreements and to exercise such powers and perform such duties as were expressly delegated to CII by the terms of the Note Purchase Agreement or any other Transaction Agreement (as defined therein), together with such powers as were reasonably incidental thereto; and

**WHEREAS**, for full payment, satisfaction and discharge of the CII Principal and all accrued and unpaid interest thereon (the "*CII Indebtedness*"), the Company and CII exchanged those Notes held by CII for 535,033 shares of Series AA Convertible Preferred Stock of the Company, at a price per share of \$2.15501; and

**WHEREAS**, the parties hereto acknowledge and agree that for full payment, satisfaction and discharge of the Remaining Noteholder Principal and all accrued and unpaid interest thereon (the "*Remaining Noteholder Indebtedness*", together with the CII Indebtedness, the "*Indebtedness*"), the Company and Remaining Noteholders exchanged those Notes held by the

Remaining Noteholders for 1,656,297 shares of Series AA Convertible Preferred Stock of the Company, at a price per share of \$2.15501; and

WHEREAS, CII, in acknowledgment of the full payment, satisfaction and discharge of the Indebtedness, wishes to assign to the Company, and the Company wishes to acquire from CII, effective as of the Effective Date, any and all security interest possessed by CII in the Intellectual Property and thereby terminate said security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment of IP Interests. CII does hereby assign and transfer to the Company its entire right, title and interest in and to the Patents and Patent Applications listed on Exhibit A hereto and the Trademark Registrations listed on Exhibit B hereto (the Patents and Patent Applications and the Trademark Registrations, collectively, the "*Intellectual Property*"), all common law rights related to the Intellectual Property, all rights of renewal and extension, the right to recover for damages and profits for past, present and future infringements thereof and all goodwill associated therewith, and the Company accepts said rights title and interest.

2. Authorization. CII does hereby authorize the Company to prepare, execute, deliver and file with the United States Patent and Trademark Office ("*USPTO*") such documents as the Company may deem necessary or appropriate to effectuate fully the purposes of this Assignment.

IN WITNESS WHEREOF, CII has caused this Assignment to be executed and effective as of the 19<sup>th</sup> day November, 2013.

CONNECTICUT INNOVATIONS,  
INCORPORATED

By: 

Name: Peter Longo

Title: Sr Managing Director

Date: 6/12/14

SOFT TISSUE REGENERATION, INC.

By: 

Name: Joseph H. Reilly

Title: President and CEO

Date: 6/11/14

TRADEMARK

REEL: 005301 FRAME: 0069

**Exhibit A**

**Patents and Patent Applications**

<u>Description</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Registration or Application Date</u>
Mechanically Competent Scaffold for Ligament and Tendon Regeneration	8486143	12-649913	Registration Date July 16, 2013
Mechanically Competent Scaffold for Ligament and Tendon Regeneration		12-649913	Application Date November 25, 2010

**Exhibit B**

**Trademark Registrations**

<u>Description</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Registration Date or Filing Date</u>
US Trademark STR SOFT TISSUE REGENERATION and Design	3,828,878	77/513,238	Registration Date August 3, 2010
US Trademark L-C LIGAMENT	3,818,904	77/425,173	Registration Date July 13, 2010
US Trademark (Filed as Intent to Use) STR GRAFT		85/336,709	Filing Date June 2, 2011