

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Board of Regents of the University of Texas System		03/05/2015	STATE AGENCY: TEXAS
RECEIVING PARTY DATA			
Name:	GenCure		
Street Address:	6211 IH-10 West		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78201		
Entity Type:	Domestic Nonprofit Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4460937	ALLOGRAFT RESOURCES	
Registration Number:	4570616	ALLOGRAFT RESOURCES	
Registration Number:	4460938	ALLOGRAFT R E S O U R C E S	
Registration Number:	4570617	ALLOGRAFT R E S O U R C E S	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<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:	5123225200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Sherri L. Eastley		
Address Line 1:	600 Congress Avenue Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	UTTK202US US1 205US US1		
NAME OF SUBMITTER:	Sherri L. Eastley		
SIGNATURE:	/Sherri L. Eastley/		
DATE SIGNED:	03/05/2015		
Total Attachments: 4			
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Schedule 1.6.3 Trademark Assignment Agreement

TRADEMARK ASSIGNMENT AGREEMENT

5 This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 5, 2015, is made by The Board of Regents of The University of Texas System ("Seller"), an Agency of the State of Texas, in favor of GenCure ("Buyer"), a Texas non-profit corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of January 29, 2015, (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 Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** In consideration for the execution of the Asset Purchase Agreement, the initial installment payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following trademarks listed in Attachment 1 to the Trademark Assignment Agreement (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the common law trademarks and trademark registrations set forth on Attachment 1 hereto and all issuances, extensions and renewals thereof;
- (b) 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;
- (c) 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
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned and registered to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that 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 both the Asset Purchase Agreement and this Trademark Assignment shall be reconciled to give effect to both to the maximum extent for the benefit of Buyer.

4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of San Antonio and County of Bexar, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

[SIGNATURE PAGE FOLLOWS]

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

On Behalf of the Board of Regents of
The University of Texas System]

By: 

Daniel H. Sharphorn
Vice Chancellor and General Counsel
The University of Texas System
201 W. 7th St.
Austin, TX 78737

Address for Notices:
Gary Bertich
Senior Attorney
The University of Texas Health
Science Center at San Antonio
Office of Legal Affairs
7703 Floyd Curl Drive
San Antonio, Texas 78229

AGREED TO AND ACCEPTED:

GenCare

By: 

Name: Michael F. Moloney
Title: Chief Operating Officer
Address for Notices: 6211 IH 10 West
San Antonio, TX 78201

29 January 2015

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Attachment I to Trademark Assignment Agreement

**ASSIGNED COMMON LAW TRADEMARKS
AND TRADEMARK REGISTRATIONS**

A. Common Law Word Mark

ALLOGRAFT

B. Trademark Registrations

Serial #	Reg. #	Mark
85703909	4570617	ALLOGRAFT RESOURCES
85703876	4570616	ALLOGRAFT RESOURCES
85703891	4460938	ALLOGRAFT RESOURCES
85703861	4460937	ALLOGRAFT RESOURCES

29 January 2015

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