

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNGEN INC.		07/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THERMOGENESIS CORP.		
Street Address:	2711 CITRUS ROAD		
City:	RANCHO CORDOVA		
State/Country:	CALIFORNIA		
Postal Code:	95742		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85177557	SCR-1000	
Registration Number:	4455559	SYNGEN	
Registration Number:	4448529	SYNGENX	
Registration Number:	4448528	SYNGENX	
Serial Number:	86684503	CRYOPRO	
Serial Number:	86684520	CRYOPRO	
Serial Number:	86684515	WASHPRO	
Serial Number:	86684529	WASHPRO	
Serial Number:	86950829	CP-5	
Serial Number:	85177563	SCR	
Serial Number:	85588615	SCR	
Serial Number:	85409139	SCR DATATRAK	
Serial Number:	85588621	SCR-1000	
CORRESPONDENCE DATA			
Fax Number:	4152938001		
<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:	4152938436		
Email:	mathew@temmermanlaw.com		

OP \$340.00 85177557

Correspondent Name: Mathew J. Temmerman
Address Line 1: One Market Street, Spear Tower
Address Line 2: 36th Floor, Temmerman Law Office
Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER: Mathew J. Temmerman

SIGNATURE: /Mathew J. Temmerman/

DATE SIGNED: 08/30/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), is made effective this 7th day of July, 2017, by and between SYNGEN INC., a Delaware corporation (“Transferor”), and THERMOGENESIS CORP., a Delaware corporation (“Acquiror”). Terms used but not defined herein shall have the meaning assigned to them in the Acquisition Agreement (as defined below).

WHEREAS, Transferor and Acquiror are parties to that certain Asset Acquisition Agreement dated effective July 7, 2017 (the “Acquisition Agreement”);

WHEREAS, pursuant to the Acquisition Agreement, Transferor has agreed to contribute and assign to Acquiror, and Acquiror has agreed to acquire and assume from Transferor, for the consideration and upon the terms and conditions set forth in the Acquisition Agreement, the Intellectual Property Assets; and

WHEREAS, pursuant to the Acquisition Agreement, Transferor 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, pursuant to the Acquisition Agreement and in consideration of the premises stated therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. Transferor hereby irrevocably contributes, conveys, transfers and assigns to Acquiror, and Acquiror hereby accepts, all of Transferor’s right, title and interest in and to the Intellectual Property Assets, including, without limitation, the following (the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Acquisition Agreement, the transfer of Transferor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all websites and internet domain name registrations which are in Transferor’s possession or control as set forth on Schedule 3 hereto;

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

(e) 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

(f) 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. Transferor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks 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 Acquiror. Following the date hereof, upon Acquiror's request, Transferor shall take such steps and actions, and provide such cooperation and assistance to Acquiror 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 Acquiror, or any assignee or successor thereto.

3. Acquisition Agreement. This IP Assignment is subject in all respects to the terms and conditions of the Acquisition Agreement. Nothing contained in this IP Assignment shall be deemed to supersede, modify or amend any of the covenants and agreements of Transferor or Acquiror contained in the Acquisition Agreement, specifically including, without limitation, the definition of "Intellectual Property Assets" set forth therein.

4. Counterparts. This IP 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 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. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

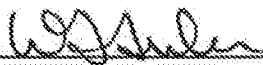
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this IP Assignment as of the date first above written.

TRANSFEROR:

SYNGEN INC.

By: 
Name: William Gerber
Title: President and Chief Executive Officer

ACQUIROR:

THERMOGENESIS CORP.

By: _____
Name: Vivian Liu
Title: President

IN WITNESS WHEREOF, the parties hereto have executed and delivered this IP Assignment as of the date first above written.

TRANSFEROR:

SYNGEN INC.

By: _____

Name: William Gerber

Title: President and Chief Executive Officer

ACQUIROR:

THERMOGENESIS CORP.

By:  _____

Name: Vivian Liu

Title: President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Region	Patent/Application Number	Title	Expiration Date
US	PCT/US2016/069115	Apparatus, Methods, Compositions and/or Uses of Reagents for Bouyancy Activated Cell Separation	Pending
United States	62/272533	Apparatus, Methods, Compositions and/or Uses of Reagents for Bouyancy Activated Cell Separation	Inactive December 29, 2016
United States	15/393628	Cell Separation Devices, Systems and Methods	Pending
United States	15/489968	Cell Separation Devices, Systems and Methods	Pending
United States	PCT/US2016/31496	Cell Separation Devices, Systems and Methods	Pending
United States	8747289	System for purifying certain cell populations in a blood sample by depleting others	Granted Patent
United States	US9599545	Method for purifying certain cell populations in a blood sample by depleting others	Granted Patent
United States	PCT/US2011/028863	System for purifying certain cell populations in a blood sample by depleting others	Expired
United States	61/315109	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Expired
United States	61/436964	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Expired
United States	15/214702	Process for Isolating Purified Cell Population Isolated from Whole Blood/Divisional of US 8747289	Pending
United States	PCT/US2015/022036	Methods and/or Use of Buoyancy Centrifugation for Cell Separation	N/A
United States	PCT/US2014/054656 US 14/917872	Methods and Apparatus for Cryopreservation of Blood Cells in a Sterile Environment	Pending
United States	PCT/US2016/031496	Cryogenic Freezing Bag	Pending
United States	61/876168	Method and Device for Cryopreservation of Blood Cells in a Sterile Environment	Expired
United States	62/160146	Cryogenic Storage Bag	May 12, 2016

Region	Patent/Application Number	Title	Expiration Date
United States	14/256947	Purified Cell Population Isolated from Whole Blood	May 12, 2016
United States	14/256946	Method for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	May 12, 2016
United States	15/214702	Method for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	N/A
Australia	2011227203	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Granted Patent
Brazil	1120120234650	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	N/A
Canada	CA 2793648	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Granted Patent
China	CN 201180024855.2	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Granted Patent
Europe	EP 11757012.7	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	N/A
Europe	EU 14844700.6	Method and Apparatus for Cryopreservation of Blood Cells in a Sterile Environment	Pending
India	8747/CHENP/2012	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Pending
Japan	JP 5635177	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	March 17, 2031
Japan	JP 6016867	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	March 17, 2031
Malaysia	PI 2012004049 MY 160835 A	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Granted Patent
Malaysia	PI 2015002646 (divided from PI 2012004049)	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Pending
Mexican	MX/a/2012/010744	System for Purifying	Granted Patent

Region	Patent/Application Number	Title	Expiration Date
	MX 341634	Certain Cell Populations in Blood or Bone Marrow by Depleting Others	
Mexican	MX/a/2016/008900	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	March 17, 2031
Russia	RU 2396795	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	March 17, 2031
Russia	RU 2596795	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	March 17, 2031
Singapore	SG 183963	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	March 17, 2031
South Korea	SK 10-2012-7027057	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	Pending
United States	US 8747289	System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	April 5, 2031
United States	US 15/637,573	Cell Separation Devices, Systems and Methods	Pending

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Region	Trademark Number	Title	Expiration Date
United States	85/177557	SCR-1000	Abandoned
United States	4455559	SYNGEN	N/A
United States	4448529	SYNGENX Logo	December 10, 2019
Australia	1531068		October 24, 2022
Brazil	840312946		N/A
Canada	1599643		N/A
China	1138706	SYNGENX	October 24, 2022
Europe	1138706	SYNGENX	October 24, 2022
India	2417573	SYNGENX	N/A
Japan	1138706	SYNGENX	October 24, 2022
Malaysia	2012018189	SYNGENX	April 27, 2022
Mexico	1350342	SYNGENX	October 30, 2022
Russia	1138706	SYNGENX	October 24, 2022
Singapore	1138706	SYNGENX	October 24, 2022
South Korea	1138706	SYNGENX	October 24, 2022
United States	4448528	SYNGENX	December 10, 2019
United States	86684503	CryoPRO	N/A
United States	86684520	CryoPRO	N/A
United States	86684515	WashPRO	N/A
United States	86684529	WashPRO	N/A
United States	86950829	CP-5	N/A
United States	Community Trade Mark application, filed as International Registration 1286471	WashPRO	N/A
United States	85/177563	SCR	Abandoned
United States	85/588615	SCR	Abandoned
United States	85/409139	SCR DATA TRAK	Abandoned
United States	85/588621	SCR-1000	Abandoned

SCHEDULE 3

ASSIGNED WEBSITES AND DOMAIN NAME REGISTRATIONS

1. syngeninc.com