

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clarity Acquisition II LLC		11/03/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Celularity, Inc.		
Street Address:	33 Technology Drive		
City:	Warren		
State/Country:	NEW JERSEY		
Postal Code:	07059		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76396674	ANTHROGENESIS	
Serial Number:	76525366		
Serial Number:	77443956	AMDAC	
Serial Number:	77443967	AMDACS	
Serial Number:	77444629	PDACS	
Serial Number:	78628552	PDAC	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	858-703-7969		
Email:	patents@celularity.com		
Correspondent Name:	Jill Clarke, Celularity, Inc.		
Address Line 1:	33 Technology Drive		
Address Line 4:	Warren, NEW JERSEY 07059		
NAME OF SUBMITTER:	Jill R. Clarke		
SIGNATURE:	/Jill R. Clarke/		
DATE SIGNED:	11/09/2017		

CH \$165.00 76396674

Total Attachments: 9

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page1.tif

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page2.tif

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page3.tif

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page4.tif

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page5.tif

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page6.tif

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page7.tif

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page8.tif

source=Trademark Assignment - Clarity Acquisition II to Celularity 11.1.2017 signed#page9.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Trademark Assignment**") is entered into as of November 1, 2017 by and between Clarity Acquisition II LLC, a New Jersey limited liability company ("**Assignor**") and Celularity, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor holds the entire right, title, and interest in and to all trademarks, trademark applications, and trademark registrations listed on the attached Trademark Schedule (collectively, the "**Marks**"); and

WHEREAS, Assignor, a wholly owned subsidiary of Assignee, wishes to assign to Assignee all rights it has in the Marks, together with all related common law rights and the goodwill of the business connected with the use of and symbolized by the Marks.

NOW, THEREFORE, be it known by all whom it may concern, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

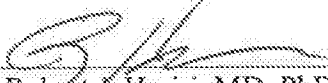
1. Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business identified through the use of and symbolized by the Marks, in the United States of America and throughout the world, including the entire right, title, and interest in and to all claims for damages by reason of past infringement of the Marks, together with the right to sue for, collect, and retain the proceeds relating to any such infringement, and in and to all legal equivalents of the Marks in foreign countries to the extent any such rights exist in foreign countries
2. From time to time, each of the parties hereto shall execute and deliver all such further assignments or other instruments of conveyance and transfer as the other party may reasonably request for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Trademark Assignment.
3. Assignor hereby authorizes and requests the United States Commissioner of Patents, and the Patent Office officials in foreign countries as are duly authorized by the respective foreign patent laws to issue trademarks, to issue any and all trademarks directed to the Marks to Assignee as the owner thereof.
4. Assignor hereby covenants and agrees that it shall not challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks anywhere in the world. Assignor agrees not to knowingly take any action with the intent to prevent or otherwise interfere with Assignee's or its licensees' or successors' use of the Marks, and hereby covenants not to sue Assignee under any trademark or other proprietary rights Assignor has in the Marks in connection with Assignee's use of the Marks.

5. This Trademark Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware for contracts entered into and to be performed in such state without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
6. This Trademark Assignment may be executed in counterparts, all of which taken together shall constitute one agreement. For purposes of this Agreement, signatures delivered by facsimile or by email in the portable document format (PDF) or any other electronic format shall be accepted and binding as original signatures.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of ASSIGNOR warrants that he/she is fully authorized and empowered to do so and signs his/her name on the date indicated below.

Clarity Acquisition II LLC

By: 
Name: Robert J. Hariri, MD, PhD
Title: President
Date: November 3, 2017

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New Jersey

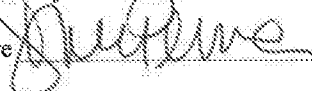
County of Somerset

On November 3rd, 2017 before me, Danielle Penna
(insert name and title of the officer)

personally appeared Robert J. Hariri, MD, PhD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

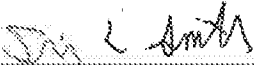
I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

DANIELLE N. PENNA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50042177
My Commission Expires 7/20/2021

ACCEPTED AND AGREED TO BY ASSIGNEE, CELULARITY, INC.:

Signature: 

Date: Nov. 3, 2017

Printed Name: Timothy L. Smith, JD, PhD

Title: Executive Vice President & General Counsel

TRADEMARK SCHEDULE

Trademarks

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
AMDACS (Celgene)						
AUSTRALIA	7/18/2008	1252242	10/13/2009	1252242	REGISTERED	01, 05, 42, 44
CANADA	7/18/2008	1403959			PENDING	01, 05, 42, 44
CHINA	7/23/2008	6856840			LAPSED	42
CHINA	7/23/2008	6856841			LAPSED	05
CHINA	7/23/2008	6856842	7/7/2010	6856842	REGISTERED	01
CHINA	7/23/2008	6856839			LAPSED	44
EUROPEAN UNION	7/22/2008	7081862	7/22/2008	7081862	REGISTERED	01, 05, 42, 44
HONG KONG	7/21/2008	301165194	7/21/2008	301165194	REGISTERED	01, 05, 42, 44
ISRAEL	7/20/2008	213371	5/11/2010	213371	REGISTERED	01
ISRAEL	7/20/2008	213374	5/11/2010	213374	REGISTERED	42
ISRAEL	7/20/2008	213373	5/11/2010	213373	REGISTERED	05
ISRAEL	7/20/2008	213375	5/11/2010	213375	REGISTERED	44
JAPAN	8/18/2008	200867551			LAPSED	01, 05, 42, 44
MEXICO	8/1/2008	952026			LAPSED	01
MEXICO	8/1/2008	952025			LAPSED	05
MEXICO	8/1/2008	952023	10/31/2008	1070164	REGISTERED	44
MEXICO	8/1/2008	952024			LAPSED	42
NEW ZEALAND	8/12/2008	794226	5/14/2009	794226	REGISTERED	01, 05, 42, 44
SOUTH KOREA	7/30/2008	4520080003280	2/12/2010	450030356	REGISTERED	01, 05, 42, 44
SWITZERLAND	8/13/2008	600122008	8/13/2008	581806	REGISTERED	01, 05, 42, 44
UNITED KINGDOM					PROPOSED	01, 05, 42, 44
UNITED STATES	4/9/2008	77443956	6/30/2009	3648512	REGISTERED	001, 005
AMDACS (Celgene)						
UNITED STATES	4/9/2008	77443967	7/14/2009	3655591	REGISTERED	001, 005

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
ANTHROGENESIS						
AUSTRALIA	9/30/2003	972259	9/30/2003	972259	LAPSED	01, 05, 42, 44
CANADA	9/26/2003	1191990	10/28/2004	623887	REGISTERED	
EUROPEAN UNION	9/29/2003	3374592	1/24/2005	3374592	REGISTERED	01, 05, 42, 44
ISRAEL	9/29/2003	167152	8/3/2004	167152	LAPSED	44
ISRAEL	9/29/2003	167154	8/3/2004	167154	LAPSED	42
ISRAEL	9/29/2003	167153	8/3/2004	167153	LAPSED	05
ISRAEL	9/29/2003	167151	8/3/2004	167151	LAPSED	01
MEXICO	9/30/2003	621672	11/14/2003	812507	REGISTERED	44
MEXICO	9/30/2003	621679	11/13/2003	812181	LAPSED	42
MEXICO	9/30/2003	621675	11/14/2003	812508	LAPSED	01
MEXICO	9/30/2003	621676	11/14/2003	812509	REGISTERED	05
NEW ZEALAND	9/30/2003	702397	9/30/2003	702397	REGISTERED	01, 05, 42, 44
NORWAY	9/30/2003	200309145	9/22/2004	224358	REGISTERED	01, 05, 42, 44
SOUTH KOREA	9/29/2003	45-2003-3492			CLOSED	01, 05, 42, 44
SWITZERLAND	9/30/2003	049622003	10/30/2003	515672	REGISTERED	01, 05, 42, 44
TAIWAN	9/29/2003	092057748	5/16/2004	1100312	LAPSED	01
TAIWAN	9/29/2003	092057750	5/16/2004	1100841	LAPSED	05
TAIWAN	9/29/2003	092057751	6/16/2004	1108145	LAPSED	42
TAIWAN	9/29/2003	092057752	6/16/2004	1108389	LAPSED	44
UNITED KINGDOM					PROPOSED	01, 05, 42, 44
UNITED STATES	4/16/2002	76396674	9/30/2003	2768841	REGISTERED	01, 05, 42, 44
MISCELLANEOUS DESIGN (ANTHROGENESIS LOGO) (Celgene)						
AUSTRALIA	9/30/2003	972241	9/30/2003	972241	LAPSED	01, 05, 42, 44
CANADA	9/29/2003	1192001			ABANDONED	
EUROPEAN UNION	10/3/2003	3383387	5/25/2005	3383387	LAPSED	05, 42, 44
ISRAEL	9/29/2003	167150	8/3/2004	167150	LAPSED	44

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
ISRAEL	9/29/2003	167149	8/3/2004	167149	LAPSED	42
ISRAEL	9/29/2003	167147	8/3/2004	167147	LAPSED	01
ISRAEL	9/29/2003	167148	12/5/2004	167148	LAPSED	05
MEXICO	10/1/2003	621830	10/1/2003	812920	LAPSED	42
MEXICO	10/1/2003	621829	3/29/2004	826954	LAPSED	05
MEXICO	10/1/2003	621831	2/27/2004	823160	LAPSED	44
MEXICO	10/1/2003	621828	1/23/2004	818471	LAPSED	01
NEW ZEALAND	9/30/2003	702391	6/25/2003	702391	LAPSED	01, 05, 42, 44
NORWAY	9/30/2003	200309146	9/22/2004	224359	LAPSED	01, 05, 42, 44
SOUTH KOREA	9/29/2003	4520033493	4/22/2005	12369	LAPSED	01, 05, 42, 44
SWITZERLAND	9/30/2003	049632003	9/30/2003	515658	LAPSED	01, 05, 42, 44
TAIWAN	10/20/2003	092061353	9/16/2004	1118986	LAPSED	05
TAIWAN	10/20/2003	092061352	9/16/2004	1118698	LAPSED	01
TAIWAN	10/20/2003	092061355	6/1/2004	1105186	LAPSED	44
UNITED STATES	6/25/2003	76525366	6/15/2004	2853107	LAPSED	01, 05, 42, 44
PDAC (Celgene)						
AUSTRALIA	7/18/2008	1252238	3/12/2009	1252238	REGISTERED	01, 05
CANADA	7/18/2008	1403960	11/18/2009	753360	REGISTERED	01, 05
CHINA	7/23/2008	6856844	7/7/2010	6856844	REGISTERED	01
CHINA	7/23/2008	6856843	6/14/2011	6856843	REGISTERED	05
EUROPEAN UNION	6/14/2005	4489431			LAPSED	01, 05, 42, 44
FRANCE	11/15/2007	73537596	11/15/2007	73537596	REGISTERED	
GERMANY	11/5/2007	30771724005	6/30/2009	30771724	REGISTERED	05
HONG KONG	7/21/2008	301165185	7/21/2008	301165185	REGISTERED	01, 05
ISRAEL	7/20/2008	213369	7/20/2008	213369	REGISTERED	01
ISRAEL	7/20/2008	213370	7/20/2008	213370	REGISTERED	05
JAPAN	8/6/2008	200864636	9/4/2009	5262970	REGISTERED	01, 05

COUNTRY	FILED	APP #	REG DT	REG #	STATUS	CLASSES
MEXICO	8/1/2008	952028	9/1/2009	1118827	REGISTERED	01
MEXICO	8/1/2008	952027	8/27/2008	1056942	REGISTERED	05
NEW ZEALAND	8/12/2008	794222	5/14/2009	794222	REGISTERED	01, 05
SOUTH KOREA	7/30/2008	4020080037703			PENDING	01, 05
UNITED KINGDOM	6/14/2005	2394298	4/21/2006	2394298	REGISTERED	01, 05, 42, 44
UNITED STATES	5/12/2005	78628552	6/10/2008	3446537	REGISTERED	01, 05
PDACS (Celgene)						
UNITED STATES	4/10/2008	77444629	10/28/2008	3524136	REGISTERED	01, 05, 42, 44