

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ISTO Technologies, Inc.		06/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ISTO Technologies II, LLC		
Street Address:	c/o Thompson Street Capital Partners		
Internal Address:	120 S. Central Ave., Suite 600		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4852285	CELLPOINT	
Registration Number:	4856566	CELLPOINT CONCENTRATED BONE MARROW ASPIR	
Registration Number:	4589892	INFLUX TRABECULAR BONE GRAFT	
Registration Number:	3336291	INQU	
Registration Number:	3466871	ISTO	
Registration Number:	2826325	ISTO	
Registration Number:	2987735	ISTO	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<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:	314-889-8000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Matthew J. Smith, Polsinelli PC		
Address Line 1:	100 South Fourth Street		
Address Line 2:	Suite 1000		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	056067-125587		
NAME OF SUBMITTER:	Matthew J. Smith		

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SIGNATURE:	/Matthew J. Smith/
DATE SIGNED:	04/27/2018
Total Attachments: 9 source=ISTO TRADEMARK ASSIGNMENT#page1.tif source=ISTO TRADEMARK ASSIGNMENT#page2.tif source=ISTO TRADEMARK ASSIGNMENT#page3.tif source=ISTO TRADEMARK ASSIGNMENT#page4.tif source=ISTO TRADEMARK ASSIGNMENT#page5.tif source=ISTO TRADEMARK ASSIGNMENT#page6.tif source=ISTO TRADEMARK ASSIGNMENT#page7.tif source=ISTO TRADEMARK ASSIGNMENT#page8.tif source=ISTO TRADEMARK ASSIGNMENT#page9.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*") is made this 3 day of June, 2016 (the "*Effective Date*") by ISTO Technologies, Inc., a Delaware corporation with an address of 1155 Olivette Executive Parkway, Suite 140, St. Louis, MO 63132 ("*Assignor*"), in favor of ISTO Technologies II, LLC, a Delaware limited liability company with an address of c/o Thompson Street Capital Partners, 120 S. Central Ave., Suite 600, St. Louis, Missouri 63105 ("*Assignee*").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 6, 2016 by and between Assignor and Assignee (the "*Purchase Agreement*"), Assignee purchased certain assets, properties and rights of Assignor relating to Assignor's business;

WHEREAS, Assignor now wishes to transfer and assign to Assignee all right, title and interest in and to its registered and unregistered domain names ("*Domains*"), trademarks ("*Trademarks*") and patents ("*Patents*") listed on Exhibit A hereto (collectively, the "*Intellectual Property*"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement and otherwise, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. **Domain Assignment.** Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, all of Assignor's right, title and interest in and to the Domains, specifically including, without limitation: (i) any and all domain name registrations relating to the Domain Names; (ii) any and all common law rights relating to the Domains and variations thereof throughout the world, together with all of the goodwill associated therewith and which is symbolized by the foregoing; and (iii) any and all claims and demands that Assignor may have either at law or in equity arising out of any past infringements and uses thereof, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Trademark Assignment.** Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, any and all of Assignor's rights, title and interest in and to the Trademarks, in the United States of America and any foreign counties, including, without limitation, all common law rights therein, all rights in the applicable registrations and/or applications thereof, all rights of registration, renewal, and extension thereof, the right to sue for and collect on all claims for damages and profits by reason of past, present and future infringements thereof and all other corresponding rights, together with all of the goodwill and intangible benefits associated therewith, to be held and enjoyed by

Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

3. Patent Assignment. Assignor hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, full and exclusive right, title, and interest, throughout the world, in the Patents, including all past, present, and future income, royalties, and damages and all payments now or hereafter due or payable with respect thereto, and all causes of action, either in law or in equity, and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned hereunder, and also including:

- (a) the inventions as set forth and described in the specifications of any patent applications identified in Exhibit A prepared, executed, to be executed, or not executed by Assignor therefor, preparatory to obtaining one or more patents of the United States and/or countries foreign thereto, whether prepared, executed, and/or filed as a provisional application and/or a non-provisional application;
- (b) the application(s) therefore, including the applications identified in Exhibit A;
- (c) any and all provisionals and non-provisionals, refilings, divisions, continuations, and continuations-in-part of the application(s);
- (d) any and all patents of the United States of America that may issue from the application(s), refilings, divisions, continuations, and continuations-in-part, including those identified in Exhibit A;
- (e) any and all reissues, reexaminations, and extensions of patents of the United States of America;
- (f) any and all applications for patents for or upon the inventions that may be filed in any and all countries foreign to the United States of America;
- (g) any and all refilings, divisions, and continuations of the foreign-filed applications; and
- (h) all past, present, and future damages to, and rights to enforce/litigate, any of the above.

All of the above shall be held and enjoyed by Assignee for Assignee's own use and benefit, and for Assignee's successors, legal representatives, and assigns, to the full end of the term of each Patent.

4. Further Actions. Assignor does hereby authorize Assignee to file and record this assignment with the U.S. Patent and Trademark Office. Assignor will take such actions and execute and deliver to Assignee, or any other party designated by Assignee, any further documents or instruments as Assignee may reasonably require to evidence and make effective the assignments hereunder, including, without limitation, appropriate actions required to execute the transfer of all Domains into Assignee's name and with the domain name registrar of Assignee's choice. If

Assignee is unable, because of Assignor's unwillingness or for any other reason, to secure Assignor's signatures, approvals or other documents or assistance necessary to transfer the Intellectual Property into Assignee's name, including transferring the domain names to Assignee's domain name registrar of choice, or to otherwise effect the assignments herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact to act for and on Assignor's behalf and stead for the limited purpose of executing, filing and approving the foregoing actions and taking all other lawfully permitted actions to effect the assignments herein with the same legal force and effect as if executed by Assignor.

5. Successor and Assigns. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its respective successors and assigns.

6. Governing Law. Except to the extent that federal law may preempt state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of laws thereof.

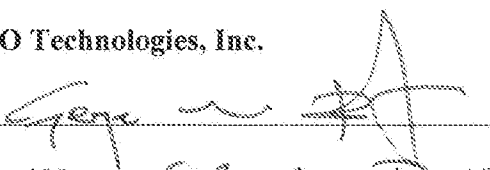
7. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment with the intent to be legally bound as of the Effective Date.

ASSIGNOR:

ISTO Technologies, Inc.

By:  _____

Printed Name: George D. Dwyer

Its: CEO

Assignee acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Intellectual Property and the associated goodwill;

IN TESTIMONY WHEREOF, Assignee has executed this Assignment as of the Effective Date.

ASSIGNEE:

ISTO Technologies II, LLC

By: Isto Holdings, LLC

By:  _____

Printed Name: Anthony Chambers

Its: Manager

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY (ASSIGNEE)]

EXHIBIT A

INTELLECTUAL PROPERTY

1. Domains:

Domain	Registrar
www.istotech.com	TUCOWS DOMAINS INC.
www.istotechnologies.com	TUCOWS DOMAINS INC.

2. Trademarks:

Mark	Jurisdiction	Ser. / Reg. No.	Current Status
CELLPOINT	U.S.	SN: 86373987 RN: 4852285	Live, registered
CELLPOINT	Canada	SN: 1714467	Pending application (approved 11/19/15, advertised 12/09/15)
CELLPOINT CONCENTRATED BONE MARROW ASPIRATE SYSTEM & DESIGN	U.S.	SN: 86373992 RN: 4856566	Live, registered
CELLPOINT CONCENTRATED BONE MARROW ASPIRATE SYSTEM & DESIGN	Canada	SN: 1714468	Pending application (approved 1/28/16, advertised 2/10/16)
INFLUX TRABECULAR BONE GRAFT & DESIGN	U.S.	SN: 85953086 RN: 4589892	Live, registered

Mark	Jurisdiction	Ser. / Reg. No.	Current Status
INQU	U.S.	SN: 78664434 RN: 3336291	Live, registered
ISTO	U.S.	SN: 77331610 RN: 3466871	Live, registered
ISTO	U.S.	SN: 78088874 RN: 2826325	Live, registered
ISTO	U.S.	SN: 76391105 RN: 2987735	Live, registered
ISTO	EU	RN: 03891645	Live, registered
ISTO	Japan	SN: 200552622 RN: 4944834	Live, registered

3. Patents:

(a) InQu

Patent Title	Value	Priority Date	Patent / Application Number and Region	Status	Expiration Date
Matrix made polyester polymers entangled with hyaluronic polymers useful for supporting tissue repair	InQu (molded) composition/method for bone or cartilage repair	7/12/2004	U.S. (8,192,759)	Issued	7/11/2025
		7/12/2004	Europe (EP05812025.4)	Pending	N/A
		7/12/2004	Australia (AU2005287402)	Issued	7/11/2025
		7/12/2004	Canada (CA2570521)	Issued	7/11/2025
		7/12/2004	Japan (JP4949241)	Issued	7/11/2025

Methods of tissue repair and compositions therefor	InQu (injectable) composition/method for promotion tissue growth	7/12/2004	U.S. (8,512,730)	Issued	7/11/2025
		7/12/2004	Europe (EP07812056.5)	Pending	N/A
Tissue matrix system	InQu composition/method for tissue repair	7/12/2004	U.S. (8,580,289)	Issued	7/11/2025
		7/12/2004	W.O. (PCT/US05/24571)	Nat Phase	1/12/2007
		7/12/2004	U.S. (60/587,088)	Expired	7/12/2004

(b) InQu Cartilage

Patent Title	Value	Priority Date	Patent / Application Number and Region	Status	Expiration Date
Cartilage repair methods	InQu as MFX adjunct for repair of cartilage defect	12/7/2005	U.S. (8,444,968)	Issued	12/06/2026
		12/7/2005	Europe (EP1973554)	Validated	12/6/2026
		12/07/2005	U.S. (60/748,027)	Expired	12/07/2006
		12/07/2005	W.O. (PCT/US2006/046576)	Nat Phase	7/7/2008

(c) InQu Flex MX

Patent Title	Value	Priority Date	Patent / Application Number and Region	Status	Expiration Date
Flexible Tissue Matrix	Composition of tissue repair matrix including caprolactone & polysaccharide	11/16/2012	U.S. App (13/837,849)	Pending	N/A
		10/09/2014	U.S. App (14/510,917)	Pending	N/A
		11/16/2012	Europe (EP13855076.9)	Pending	N/A
		11/16/2012	Australia (AU2013344436)	Pending	N/A
		11/16/2012	Canada (CA2891454)	Pending	N/A
		11/16/2012	Japan (JP2015-542878)	Pending	N/A
		11/16/2012	U.S. (61/727,454)	Expired	11/16/2013
		11/16/2012	W.O. (PCT/US2013/070573)	Nat Phase	6/16/2015

(d) BGS Delivery

Patent Title	Value	Priority Date	Patent / Application Number and Region	Status	Expiration Date
Delivery Device	Design of a delivery system for delivering tissue repair paste	9/24/2012	U.S. App (14/035,677)	Pending	N/A
		9/24/2012	U.S. (61/704961)	Expired	9/24/2013

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