

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cytori Therapeutics, Inc.		04/24/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Lorem Vascular Pte. Ltd.		
Street Address:	2 Queen Street		
Internal Address:	Level 12		
City:	Melbourne VIC		
State/Country:	AUSTRALIA		
Postal Code:	3000		
Entity Type:	Private Limited Company: SINGAPORE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3080039	STEMSOURCE	
Registration Number:	2811603	STEMSOURCE	
Registration Number:	3382732	CELUTION	
Registration Number:	3577574	CELASE	
Registration Number:	3886844	INTRAVASE	
Registration Number:	3840473	CELBRUSH	
Serial Number:	87258999	HABEO	
Registration Number:	5495256	CYTORI CELL THERAPY	
Registration Number:	5185855	CELUTION	
Registration Number:	5226684	CELUTION	
Registration Number:	5372681	CYTORI	
Registration Number:	5383395	CYTORI	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	(949)760-0404		
Email:	efiling@knobbe.com		

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Correspondent Name: Knobbe, Martens, Olson & Bear, LLP
Address Line 1: 2040 Main Street
Address Line 2: 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

DOMESTIC REPRESENTATIVE

Name: Knobbe, Martens, Olson & Bear, LLP
Address Line 1: 2040 Main Street
Address Line 2: 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER: Ian W. Gillies

SIGNATURE: /Ian W. Gillies/

DATE SIGNED: 05/17/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, is made effective as of the 24th day of April 2019 (the “Effective Date”), by and between Cytori Therapeutics, Inc., a Delaware Corporation (the “Assignor”) and Lorem Vascular Pte. Ltd., a Singapore Private Limited Company (the “Assignee”), with reference to the Asset and Equity Purchase Agreement dated as of March 29, 2019 by and among Assignor, Assignee and with respect to Section 6.06 only, Cytori Therapeutics, K.K., a kabushiki kaisha organized under the laws of Japan (the “Purchase Agreement”).

WHEREAS, Assignor agreed to sell to Assignee, among other things, all Business Intellectual Property other than the Japanese Intellectual Property (as such terms are defined in the Purchase Agreement) including, but not limited to, those trademarks identified in Schedule A attached herein (“Assigned Trademarks”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Assigned Trademarks to Assignee;

NOW, THEREFORE, for valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor sells, assigns, transfers, and sets over to Assignee, and its lawful successors and assigns, Assignor’s entire right, title, and interest throughout the world (excluding Japan) in and to the Assigned Trademarks, including, without limitation, any and all registrations, applications, and/or common law rights for the Assigned Trademarks throughout the world (excluding Japan), together with all of the goodwill of Assignor’s business symbolized by or associated with the Assigned Trademarks throughout the world (excluding Japan), and any and all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present, or future infringements.
2. Assignor will, at the reasonable request and expense of Assignee, provided such expenses shall not include Assignor’s legal fees, do all things reasonably necessary and proper, including without limitation the execution, and acknowledgment of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee to effectuate the foregoing assignment and perfect and record Assignee’s interest in the Assigned Trademarks , including without limitation by executing and delivering any country-specific trademark assignment documents and such further similar documents as may be required therefor. To the extent permitted by applicable Law, Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor with respect to the Assigned Trademarks, with full power of substitution, in the name of Assignee or Assignor, but on behalf of and for the benefit of Assignee solely to execute assignments, endorsements, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee to effectuate the foregoing assignment and perfect and record Assignee’s interest in the Assigned Trademarks and solely if, after reasonable request, Assignor does not comply with its obligations in this Section 2. Assignor hereby acknowledges that the

appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

3. This Trademark Assignment Agreement is subject to the terms and conditions of the Purchase Agreement and this Trademark Assignment Agreement shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment Agreement in accordance with the terms of the Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall control.
4. This Trademark Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Assignment Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment Agreement.
5. This Trademark Assignment Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).
6. In the event that any provision of this Trademark Assignment Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Trademark Assignment Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

[Signature page follows.]

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment Agreement to be executed by a duly authorized officer on the dates specified below.

Cytori Therapeutics, Inc.

Loxum Vascular Pte. Ltd.

By: Maria Hedden

By: [Signature]

Complete Name: MARIA HEDDEN

Complete Name: KIAN THIAM LIM

Title: President + COO

Title: CHAIRMAN

Date: _____

Date: _____

SCHEDULE A

ASSIGNED TRADEMARKS

TRADEMARKS

Case No.	Title	Country	Status	Application No.	Filing Date	Reg Date	Reg No.	Next Renewal
CYTH.031T	STEMSOURCE	US	Renewed	76/321292	10/3/2001	4/11/2006	3080039	4/11/2026
CYTH.031TD1	STEMSOURCE	US	Renewed	76/975922	10/3/2001	2/3/2004	2811603	2/3/2024
CYTH.032WAU	STEMSOURCE	AU	Renewed	1210865	11/19/2007	10/13/2008	1210865	11/19/2027
CYTH.032WCA	STEMSOURCE	CA	Registered	1136060	4/3/2002	8/28/2006	TMA671319	8/28/2021
CYTH.032WCN	STEMSOURCE	CN	Registered	6390077	11/20/2007	3/28/2010	6390077	3/27/2020
CYTH.032WEU	STEMSOURCE	EM	Renewed	2640597	4/3/2002	4/14/2004	2640597	4/3/2022
CYTH.032WKR	STEMSOURCE	KR	Renewed	45-2007-0005218	11/20/2007	1/5/2009	45-25988	1/5/2029
CYTH.036T	CELUTION	US	Renewed	78/423221	5/21/2004	2/12/2008	3382732	2/12/2028
CYTH.036WCA	CELUTION	CA	Registered	1238400	11/19/2004	2/9/2016	TMA928520	2/9/2031
CYTH.036WEU	CELUTION	EM	Renewed	4130332	11/18/2004	11/21/2005	4130332	11/18/2024
CYTH.037WBR	CELUTION	BR	Renewed	827090188	11/22/2004	4/8/2008	827090188	4/8/2028
CYTH.037WCN	CELUTION	CN	Renewed	4375048	11/22/2004	2/7/2008	4375048	2/6/2028
CYTH.038WBR	CELUTION	BR	Renewed	827090170	11/22/2004	4/8/2008	827090170	4/8/2028
CYTH.038WCN	CELUTION	CN	Renewed	4375051	11/22/2004	2/7/2008	4375051	2/6/2028
CYTH.039WBR	CELUTION	BR	Registered	827090161	11/22/2004	6/29/2010	827090161	6/29/2020
CYTH.039WCN	CELUTION	CN	Renewed	4375050	11/22/2004	6/28/2007	4375050	6/28/2027
CYTH.040WCN	CELUTION	CN	Renewed	4375049	11/22/2004	6/21/2008	4375049	6/20/2028
CYTH.041WKR	CELUTION	KR	Renewed	45-2004-3968	11/19/2004	6/7/2006	45-0016301	6/7/2026
CYTH.043IAU	CYTORI THERAPEUTICS	AU	Renewed	899295	12/14/2005	12/14/2005	899295	12/14/2025
CYTH.043ICN	CYTORI THERAPEUTICS	CN	Renewed	899295	12/14/2005	12/14/2005	899295	12/14/2025
CYTH.043IEM	CYTORI THERAPEUTICS	EM	Renewed	899295	12/14/2005	12/14/2005	899295	12/14/2025

Case No.	Title	Country	Status	Application No.	Filing Date	Reg Date	Reg No.	Next Renewal
CYTH.043IKR	CYTORI THERAPEUTICS	KR	Renewed	899295	12/14/2005	12/14/2005	899295	12/14/2025
CYTH.043WVO	CYTORI THERAPEUTICS	WO	Renewed	899295	12/14/2005	12/14/2005	899295	12/14/2025
CYTH.045WMX	CYTORI THERAPEUTICS	MX	Renewed	800922	8/17/2006	9/15/2006	952608	8/17/2026
CYTH.046WMX	CYTORI THERAPEUTICS	MX	Renewed	800923	8/17/2006	9/15/2006	952609	8/17/2026
CYTH.048WMX	CYTORI THERAPEUTICS	MX	Renewed	800925	8/17/2006	9/15/2006	952611	8/17/2026
CYTH.049WMX	CYTORI THERAPEUTICS	MX	Renewed	800924	8/17/2006	9/15/2006	952610	8/17/2026
CYTH.051ICN	CELEASE	CN	Renewed	968466	5/28/2008	5/28/2008	968466	5/28/2028
CYTH.051IEU	CELEASE	EM	Renewed	968466	5/28/2008	5/28/2008	968466	5/28/2028
CYTH.051IKR	CELEASE	KR	Renewed	968466	5/28/2008	5/28/2008	968466	5/28/2028
CYTH.051T	CELEASE	US	Renewed	77/343271	12/4/2007	2/17/2009	3577574	2/17/2029
CYTH.051WBR	CELEASE	BR	Registered	829752587	6/4/2008	5/21/2013	829752587	5/21/2023
CYTH.051WCA	CELEASE	CA	Registered	1398731	5/30/2008	6/10/2015	TMA905824	6/10/2030
CYTH.051WVO	CELEASE	WO	Renewed	968466	5/28/2008	5/28/2008	968466	5/28/2028
CYTH.056WCN	STEMSOURCE	CN	Registered	6390079	11/20/2007	3/28/2010	6390079	3/27/2020
CYTH.057WCN	STEMSOURCE	CN	Registered	6390078	11/20/2007	2/28/2010	6390078	2/27/2020
CYTH.058WCN	STEMSOURCE	CN	Registered	6390080	11/20/2007	8/21/2010	6390080	8/20/2020
CYTH.060WCN	CYTORI & Device	CN	Registered	6930844	9/1/2008	5/14/2010	6930844	5/13/2020
CYTH.060WEU	CYTORI and Design	EM	Renewed	7210041	9/3/2008	4/27/2009	7210041	9/3/2028
CYTH.061WCN	CELUTION and Design	CN	Registered	6930843	9/1/2008	2/14/2012	6930843	2/13/2022
CYTH.061WEU	CELUTION and Design	EM	Renewed	7209976	9/3/2008	5/11/2011	7209976	9/3/2028

Case No.	Title	Country	Status	Application No.	Filing Date	Reg Date	Reg No.	Next Renewal
CYTH.070T	INTRAVASE	US	Registered	77/566913	9/10/2008	12/7/2010	3886844	12/7/2020
CYTH.070WBR	INTRAVASE	BR	Registered	901496529	3/4/2009	12/4/2012	901496529	12/4/2022
CYTH.070WCA	INTRAVASE	CA	Registered	1430567	3/2/2009	2/9/2016	TMA928516	2/9/2031
CYTH.070WCN	INTRAVASE	CN	Registered	7223034	2/27/2009	11/7/2013	7223034	11/6/2023
CYTH.070WEU	INTRAVASE	EM	Renewed	8131583	3/2/2009	3/1/2010	8131583	3/2/2029
CYTH.070WKR	INTRAVASE	KR	Registered	40-2009-9106	2/27/2009	4/30/2010	40-0821733	4/30/2020
CYTH.076WTW	CYTORI	TW	Registered	98027045	6/24/2009	6/1/2010	1412069	5/31/2020
CYTH.082ICN	CELBRUSH	CN	Registered	1040124	5/19/2010	5/19/2010	1040124	5/19/2020
CYTH.082IEU	CELBRUSH	EM	Registered	1040124	5/19/2010	5/19/2010	1040124	5/19/2020
CYTH.082IKR	CELBRUSH	KR	Registered	1040124	5/19/2010	5/19/2010	1040124	5/19/2020
CYTH.082T	CELBRUSH	US	Registered	77/886129	12/4/2009	8/31/2010	3840473	8/31/2020
CYTH.082WBR	CELBRUSH	BR	Registered	830626778	5/21/2010	8/9/2016	830626778	8/9/2026
CYTH.082WIN	CELBRUSH	IN	Registered	1969451	5/21/2010	5/21/2010	1969451	5/21/2020
CYTH.082WVO	CELBRUSH	WO	Registered	1040124	5/19/2010	5/19/2010	1040124	5/19/2020
CYTH.084WAR	CYTORI	AR	Registered	2988375	3/22/2010	2/28/2011	2425937	2/28/2021
CYTH.084WCA	CYTORI	CA	Registered	1534156	7/4/2011	1/4/2016	TMA924742	1/4/2031
CYTH.084WIN	CYTORI	IN	Registered	1937603	3/17/2010	6/25/2015	1937603	3/17/2020
CYTH.085WAU	CELUTION	AU	Registered	1603865	2/3/2014	9/3/2014	1603865	2/3/2024
CYTH.085WIN	CELUTION	IN	Registered	1937602	3/17/2010	3/6/2012	1937602	3/17/2020
CYTH.091WHK	CELUTION	HK	Registered	301699318	8/26/2010	3/8/2011	301699318	8/25/2020
CYTH.122T	HABEO	US	Allowed	87/258999	12/6/2016			
CYTH.122WEM	HABEO	EM	Registered	16662942	5/2/2017	9/1/2017	16662942	5/2/2027
CYTH.129T	CYTORI CELL THERAPY	US	Registered	87/428735	4/27/2017	6/19/2018	5495256	6/19/2028
CYTH.134T	CELUTION	US	Registered	87/164962	9/8/2016	4/18/2017	5185855	4/18/2027
CYTH.135T	CELUTION and Design	US	Registered	87/171408	9/14/2016	6/20/2017	5226684	6/20/2027

Case No.	Title	Country	Status	Application No.	Filing Date	Reg Date	Reg No.	Next Renewal
CYTH.136T	CYTORI and Design	US	Registered	87/171348	9/14/2016	1/9/2018	5372681	1/9/2028
CYTH.137T	CYTORI	US	Registered	87/165268	9/8/2016	1/23/2018	5383395	1/23/2028