

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliqua Biomedical, Inc.		05/07/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Celularity Inc.		
Street Address:	33 TECHNOLOGY DR		
City:	WARREN		
State/Country:	NEW JERSEY		
Postal Code:	07059-5148		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2777460	CELLERATION	
Registration Number:	3887157	MIST ULTRASOUND HEALING THERAPY	
Registration Number:	3958398	MIST	
Registration Number:	2959715	MIST THERAPY	
Registration Number:	3849623	MIST	
Registration Number:	4338137	360° MIST ULTRASOUND HEALING THERAPY	
Registration Number:	5291860	INTERFYL	
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:	+1 908-845-4262		
Email:	patents@celularity.com		
Correspondent Name:	Geoffry T. Knudsen		
Address Line 1:	c/o Celularity Inc. 33 Technology Drive		
Address Line 2:	Legal/Patent dept.		
Address Line 4:	Warren, NEW JERSEY 07059		
NAME OF SUBMITTER:	Geoffry T. Knudsen		
SIGNATURE:	/Geoffry T. Knudsen reg. no. 73388/		
DATE SIGNED:	07/08/2020		

OP \$190.00 2777460

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into as of May 7, 2018 by Alliqua Biomedical, Inc., a Delaware corporation ("Seller"), in favor of Celularity Inc., a Delaware corporation ("Buyer"). Each of Buyer and Seller are sometimes referred to herein as a "Party" and together as the "Parties". Any capitalized terms used in this IP Assignment but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated January 5, 2018 (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in, to and under the Acquired Assets and the Assumed Liabilities, including certain Intellectual Property of Seller, and Buyer has agreed to purchase the same; and

WHEREAS, Buyer desires to acquire all domestic and foreign rights, including common law rights, owned by Seller in and to certain Intellectual Property of Seller pursuant to the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, Seller agrees as follows:

1. Assignment. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's right, title and interest in, to and under the following:
 - (a) the patents and patent applications set forth on Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks" and together with the Patents, the "Assigned IP");
 - (c) 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;
 - (d) 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
 - (e) any and all claims, with respect to any of the foregoing, for damages and injunctive relief, whether accruing before, on, or after the date hereof, 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 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 Buyer. Following the date hereof, Seller shall take reasonable steps and actions, and provide reasonable cooperation and assistance to Buyer 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 Buyer or any assignee or successor thereto.
3. Subject to Purchase Agreement. The scope, nature and extent of the Acquired Assets, including the Assigned IP, is expressly set forth in the Purchase Agreement and the Seller Disclosure Letter thereto. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This IP Assignment does not create or establish liabilities, rights or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this IP Assignment, the provisions of the Purchase Agreement shall control.
4. Assignment. This IP Assignment will not be assignable by operation of Law or otherwise. Any purported assignment in violation of this IP Assignment is void.
5. Modification or Amendment. Subject to the provisions of the applicable Laws, the Parties may modify or amend this IP Assignment, by written agreement executed and delivered by duly authorized officers of the respective Parties.
6. No Third Party Beneficiaries. The terms and provisions set forth herein are solely for the benefit of Buyer, in accordance with and subject to the terms of this IP Assignment, and this IP Assignment is not intended to, and does not, confer upon any Person other than Buyer any rights or remedies hereunder.
7. Governing Law and Venue. This IP Assignment will be deemed to be made in and in all respects will be interpreted, construed and governed by and in accordance with the law of the state of Delaware without regard to the conflicts of law principles thereof to the extent that such principles would direct a matter to another jurisdiction. The Parties hereby irrevocably submit to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the United States District Court for the District of Delaware (the "Chosen Courts") solely in respect of the interpretation and enforcement of the provisions of this IP Assignment and of the documents referred to in this IP Assignment, and in respect of the Asset


Transaction and the other Transactions, and hereby waive, and agree not to assert, as a defense in any Action for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such Action may not be brought or is not maintainable in the Chosen Courts or that the Chosen Courts are an inconvenient forum or that the venue thereof may not be appropriate or that this IP Assignment or any such document may not be enforced in or by the Chosen Courts, and the Parties irrevocably agree that all claims relating to such Action or transactions will be heard and determined in the Chosen Courts.

8. Severability. The provisions of this IP Assignment will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this IP Assignment, or the application of such provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this IP Assignment and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.
9. Section Headings and Defined Terms. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this IP Assignment. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.
10. Counterparts. This IP Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, this IP Assignment has been duly executed and delivered by the duly authorized officer of Seller as of the date first written above.

ALLIQUA BIOMEDICAL, INC.

By: 
Name: David I Johnson
Title: CEO

SCHEDULE A

Patents

Patent Number	Application Number	Filing Date	Issue Date	Country	Title	Applicant Name(s) or Registered Owner(s)
6,964,647	09/684,044	10/6/2000	11/15/2005	US	NOZZLE FOR ULTRASOUND WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
6,533,803	09/745,943	12/22/2000	3/18/2003	US	WOUND TREATMENT METHOD AND DEVICE WITH COMBINATION OF ULTRASOUND AND LASER ENERGY	ALLIQUA BIOMEDICAL, INC.
6,761,729	10/366,787	2/14/2003	7/13/2004	US	WOUND TREATMENT METHOD AND DEVICE WITH COMBINATION OF ULTRASOUND AND LASER ENERGY	ALLIQUA BIOMEDICAL, INC.
6,601,581	09/704,099	11/1/2000	8/5/2003	US	METHOD AND DEVICE FOR ULTRASOUND DRUG DELIVERY	ALLIQUA BIOMEDICAL, INC.
1355696	027092352	1/30/2002	5/13/2009	France	ULTRASOUND WOUND TREATMENT METHOD AND DEVICE USING STANDING WAVES	ALLIQUA BIOMEDICAL, INC.
1355696	027092352	1/30/2002	5/13/2009	Germany	ULTRASOUND WOUND TREATMENT METHOD AND DEVICE USING STANDING WAVES	ALLIQUA BIOMEDICAL, INC.
4164582	2002560715	1/30/2002	8/8/2008	Japan	ULTRASOUND WOUND TREATMENT METHOD AND DEVICE USING STANDING WAVES	ALLIQUA BIOMEDICAL, INC.

Patent Number	Application Number	Filing Date	Issue Date	Country	Title	Applicant Name(s) or Registered Owner(s)
1355696	027092352	1/30/2002	5/13/2009	United Kingdom	ULTRASOUND WOUND TREATMENT METHOD AND DEVICE USING STANDING WAVES	ALLIQUA BIOMEDICAL, INC.
6,960,173	09/774,145	1/30/2001	11/11/2005	US	ULTRASOUND WOUND TREATMENT METHOD AND DEVICE USING STANDING WAVES	ALLIQUA BIOMEDICAL, INC.
6,478,754	09/840,416	4/23/2001	11/12/2002	US	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
6,663,554	10/214,339	8/7/2002	12/16/2003	US	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
2463600	2463600	8/4/2003	11/27/2007	Canada	DEVICE AND METHOD FOR ULTRASOUND WOUND DEBRIDEMENT	ALLIQUA BIOMEDICAL, INC.
2,521,117	2,521,117	4/5/2004	6/12/2012	Canada	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
ZL01816263.0	01816263.0	9/25/2001	2/3/2010	China (People's Republic)	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
1322275	01973544.8	9/25/2001	1/9/2013	France	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
1322275	01973544.8	9/25/2001	1/9/2013	Germany	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
207058	298/MUMNP/2003	9/25/2001	5/21/2007	India	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	*

Patent Number	Application Number	Filing Date	Issue Date	Country	Title	Applicant Name(s) or Registered Owner(s)
228689	1078/MUMNP/2005	4/5/2004	2/9/2009	India	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	*
95385	2003012226	9/25/2001	3/31/2006	Singapore	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
1322275	01973544.8	9/25/2001	1/9/2013	United Kingdom	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
6,569,099	09/669,312	9/25/2000	5/27/2003	US	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
8,235,919	10/409,272	4/7/2003	8/7/2012	US	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
7,914,470	10/815,384	4/1/2004	3/29/2011	US	ULTRASONIC METHOD AND DEVICE FOR WOUND TREATMENT	ALLIQUA BIOMEDICAL, INC.
2448808	2448808	3/21/2002	12/9/2008	Canada	ULTRASONIC CATHETER DRUG DELIVERY METHOD AND DEVICE	ALLIQUA BIOMEDICAL, INC.
1370321	027176742	3/21/2002	8/6/2008	France	ULTRASONIC CATHETER DRUG DELIVERY METHOD AND DEVICE	ALLIQUA BIOMEDICAL, INC.
1370321	027176742	3/21/2002	8/6/2008	Germany	ULTRASONIC CATHETER DRUG DELIVERY METHOD AND DEVICE	ALLIQUA BIOMEDICAL, INC.
1370321	027176742	3/21/2002	8/6/2008	United Kingdom	ULTRASONIC CATHETER DRUG DELIVERY METHOD AND DEVICE	ALLIQUA BIOMEDICAL, INC.

Patent Number	Application Number	Filing Date	Issue Date	Country	Title	Applicant Name(s) or Registered Owner(s)
6,623,444	09/813,577	3/21/2001	9/23/2003	US	ULTRASONIC CATHETER DRUG DELIVERY METHOD AND DEVICE	ALLIQUA BIOMEDICAL, INC.
6,723,064	10/454,654	6/4/2003	4/20/2004	US	ULTRASONIC CATHETER DRUG DELIVERY METHOD AND DEVICE	ALLIQUA BIOMEDICAL, INC.
8,491,521	12/218,760	7/17/2008	7/23/2013	US	REMOVABLE MULTI- CHANNEL APPLICATOR NOZZLE	ALLIQUA BIOMEDICAL, INC.
	06774023.3	6/23/2006		European Patent Convention	REMOVABLE APPLICATOR NOZZLE FOR ULTRASOUND WOUND THERAPY DEVICE	ALLIQUA BIOMEDICAL, INC.
	08108791.6	6/23/2006		Hong Kong	REMOVABLE APPLICATOR NOZZLE FOR ULTRASOUND WOUND THERAPY DEVICE	ALLIQUA BIOMEDICAL, INC.
7,713,218	11/168,620	6/27/2005	5/11/2010	US	REMOVABLE APPLICATOR NOZZLE FOR ULTRASOUND WOUND THERAPY DEVICE	ALLIQUA BIOMEDICAL, INC.
7,785,277	11/473,934	6/23/2006	8/31/2010	US	REMOVABLE APPLICATOR NOZZLE FOR ULTRASOUND WOUND THERAPY DEVICE	ALLIQUA BIOMEDICAL, INC.
	2014355072	11/18/2014		Australia	SYSTEMS AND METHODS FOR PRODUCING AND DELIVERING ULTRASONIC THERAPIES	ALLIQUA BIOMEDICAL, INC.

Patent Number	Application Number	Filing Date	Issue Date	Country	Title	Applicant Name(s) or Registered Owner(s)
					FOR WOUND TREATMENT AND HEALING	
	2,931,612	11/18/2014		Canada	SYSTEMS AND METHODS FOR PRODUCING AND DELIVERING ULTRASONIC THERAPIES FOR WOUND TREATMENT AND HEALING	ALLIQUA BIOMEDICAL, INC.
	14865354.6	11/18/2014		European Patent Convention	SYSTEMS AND METHODS FOR PRODUCING AND DELIVERING ULTRASONIC THERAPIES FOR WOUND TREATMENT AND HEALING	ALLIQUA BIOMEDICAL, INC.
	14/546,808	11/18/2014		US	SYSTEMS AND METHODS FOR PRODUCING AND DELIVERING ULTRASONIC THERAPIES FOR WOUND TREATMENT AND HEALING	ALLIQUA BIOMEDICAL, INC.
D733,321	29/479,049	1/10/2014	6/30/2015	US	ULTRASONIC TREATMENT DEVICE	ALLIQUA BIOMEDICAL, INC.
D733,319	29/479,047	1/10/2014	6/30/2015	US	ULTRASONIC TREATMENT WAND	ALLIQUA BIOMEDICAL, INC.
	62/368,297	7/29/2016		US	SYSTEMS AND METHODS FOR DELIVERING CELLULAR AND BIOLOGICAL MATERIALS USING ULTRASOUND FOR WOUND TREATMENT AND	*

Patent Number	Application Number	Filing Date	Issue Date	Country	Title	Applicant Name(s) or Registered Owner(s)
	62/458,319	2/13/2017		US	SYSTEMS AND METHODS FOR DELIVERING CELLULAR AND BIOLOGICAL MATERIALS USING ULTRASOUND FOR WOUND TREATMENT AND HEALING	*
PCT/ US17/44323		7/28/2017			SYSTEMS AND METHODS FOR DELIVERING CELLULAR AND BIOLOGICAL MATERIALS USING ULTRASOUND AND FOR WOUND TREATMENT AND HEALING	*
	PCT US2001029661	9/20/2001	3/28/2002	PCT	COMPOSITIONS COMPRISING LIGNIN AND METHODS OF MAKING AND USING THE SAME	
	EP20010975298	9/20/2001	8/26/2009	Europe	COMPOSITIONS COMPRISING LIGNIN AND METHODS OF MAKING AND USING THE SAME	

Schedule B

Trademarks

Title	TM Number	Issue Date	Application Number	Filing Date	Country
CELLERATION	936346	4/14/2003	936346	12/3/2002	Australia
CELLERATION	2960037	12/3/2002	2960037	12/3/2002	European Community
CELLERATION	4698877	8/8/2003	2002102358	12/3/2002	Japan
CELLERATION	2,777,460	10/28/2003	76/414,216	6/3/2002	USA
PROVEN HEALING	0920442	5/17/2007	A0007406	3/6/2007	Int'l Registration
MIST ULTRASOUND HEALING THERAPY & Design	3,887,157	12/7/2010	77/703,077	3/31/2009	USA
MIST	3,958,398	5/10/2011	77/703,066	3/31/2009	USA
MIST THERAPY	2,959,715	6/7/2005	78/391,052	3/25/2004	USA
MIST & DESIGN	3,849,623	9/21/2010	77/866,227	11/5/2009	USA
360 MIST ULTRASOUND HEALING THERAPY & LOGO	4,338,137	5/21/2013	85/726,880	9/12/2012	USA
INTERFYL	5291860	9/19/2017	86/876,456	1/15/16	USA