

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Tissue, Inc.		08/04/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	TissueTech, Inc.		
Street Address:	7300 Corporate Center Drive, Suite 700		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3363953	BIO-TISSUE	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Chloe M. Delehanty		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	34157-TM1001		
NAME OF SUBMITTER:	Chloe M. Delehanty		
SIGNATURE:	/Chloe M. Delehanty/		
DATE SIGNED:	08/18/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 4, 2022 by and between Bio-Tissue, inc., a Florida corporation (the "Assignor"), and TissueTech, Inc., a Florida corporation (the "Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties." Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Purchase Agreement (defined below).

- A. Assignor owns the trademarks identified on Schedule A attached hereto, the trademark registrations and applications associated therewith and also described on Schedule A (such trademarks and such trademark registrations and applications are, collectively, the "Trademarks") and any and all goodwill of the business in connection with which the Trademarks are used and symbolized by the Trademarks (the Trademarks and such goodwill are, collectively, the "Trademark Rights");
- B. Assignor agrees to assign to Assignee all right, title, and interest in and to the Trademark Rights; and
- C. The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark Rights and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and any other similar official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, as may be necessary to effectuate the assignment and transfer of the Trademark Rights from Assignor to Assignee.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks Rights, including (i) all Trademarks, all registrations and applications thereof and all goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, (ii) all rights of priority in the Trademark Rights in any country as may now or hereafter be granted by law, treaty or other international conventions and (iii) all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current, or future infringement, misappropriation, dilution or conflict with such Trademark Rights.
2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark Rights and to issue all registrations for the Trademark Rights in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
3. Counterparts. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement
4. Governing Law. Assignor and Assignee hereby agree that this Assignment will be governed by and construed in accordance with the internal Laws of the State of Florida without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Florida.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

TissueTech, inc.

DocuSigned by:

John Knighton

D15C7F085E284E1...

By: _____

Name: John Knighton

Title: General Counsel & Chief Compliance Officer

ASSIGNOR:

Bio-Tissue, inc.

DocuSigned by:

Michael Cornelius

C6F2131BFF474B1...

By: _____

Name: Michael Cornelius

Title: Chief Financial Officer

Attached: Schedule A – Trademarks

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark Rights

COUNTRY	TRADEMARK	STATUS	APP NO	APP DATE	REG NO	REG DATE	OWNER
United States	BIO-TISSUE	Registered	77134634	2007-03-19	3363953	2008-01-01	Bio-Tissue, Inc.

TRADEMARK

REEL: 007826 FRAME: 0096

RECORDED: 08/18/2022