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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM869248

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elutia Inc.		01/17/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Berkeley Biologics LLC	
Street Address:	2800 7th Street	
City:	Berkeley	
State/Country:	CALIFORNIA	
Postal Code:	94710	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5439036	ALTIPLAST
Registration Number:	5229597	ALTIPLY
Registration Number:	5157942	INTEGUPLY
Registration Number:	5449281	OSTEGRO
Registration Number:	2122952	TRANZGRAFT
Registration Number:	5229598	VIBONE
Serial Number:	97468676	PURCEL

CORRESPONDENCE DATA

Fax Number:

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.

Email: kmoyerhenry@lewiskohn.com
Correspondent Name: Lewis Kohn & Walker LLP
Address Line 1: 17085 Via Del Campo

Address Line 4: San Diego, CALIFORNIA 92127

ATTORNEY DOCKET NUMBER:	1320.3GEN
NAME OF SUBMITTER:	Kari Moyer-Henry
SIGNATURE:	/KMH/
DATE SIGNED:	01/18/2024

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Total Attachments: 3 source=Executed_assign#page1.tif source=Executed_assign#page2.tif source=Executed_assign#page3.tif

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 17th day of January 2024, by Elutia Inc. a(n) Delaware corporation with a physical address of 12510 Prosperity Drive, Suite 370, Silver Spring, MD 20904 ("Assignor"), and Berkeley Biologics LLC a(n) Delaware limited liability company with a physical address of 2800 7th Street, Berkeley, CA 94710 ("Assignee").

Assignment

1. Assignor has irrevocably and unconditionally assigned and transferred and does hereby irrevocably and unconditionally assign and transfer to Assignee, Assignor's entire right, title and interest in and to the following identified Trademarks ("*Trademarks*") of the United States:

Reg. No.	Mark	Issue Date	Application No.	Filing Date
5,439,036	ALTIPLAST	April 3, 2018	87/159,852	September 2, 2016
5,229,597	ALTIPLY	June 20, 2017	87/159,840	September 2, 2016
5,157,942	INTEGUPLY	March 7, 2017	87/022,895	May 3, 2016
5,449,281	OSTEGRO	April 17, 2018	87/159,858	September 2, 2016
2,122,952	TRANZGRAFT	December 23, 1997	75/113,130	June 3, 1996
5,229,598	VIBONE	June 20, 2017	87/159,849	September 2, 2016
	PURCEL		97/468,676	June 21, 2022

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

- 1. Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, title and interests in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations are set forth above hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not

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the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Assignment upon request of Assignee. At Assignee's cost and expense, Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are assigned to Assignee, or any assignee or successor thereto.
- 3. All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Trademarks are set forth in the Purchase Agreement.
- 4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original and said counterparts shall constitute one and the same instrument.

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Assignor: Elutia Inc.
Signature:
Printed Name: Matt Ferguson, CFO
Date:
Assignee: Berkeley Biologics LLC Signature: Signature
Printed Name: Ying Luo, President
Date: 1/17/2024

RECORDED: 01/18/2024

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