

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tissue Growth Technologies Corporation		05/09/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Illinois Tool Works Inc.		
Street Address:	3600 West Lake Avenue		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60026-1215		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3207260	DYNAGEN	
Registration Number:	3207261	GROWTHWORKS	
CORRESPONDENCE DATA			
Fax Number:	3127758100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3127758000		
Email:	trademarks@mcandrews-ip.com		
Correspondent Name:	Eligio C. Pimentel		
Address Line 1:	500 W Madison St		
Address Line 2:	34th Fl		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	38481US01		
NAME OF SUBMITTER:	Malaika D. Tyson		

OP \$65.00 3207260

Signature:	/mdt/
Date:	11/14/2013
Total Attachments: 4 source=2013.05.09 - Trademark for file#page1.tif source=2013.05.09 - Trademark for file#page2.tif source=2013.05.09 - Trademark for file#page3.tif source=2013.05.09 - Trademark for file#page4.tif	

TRADEMARK ASSIGNMENT

This ASSIGNMENT between Tissue Growth Technologies Corporation, a Minnesota corporation ("Assignor"), and Illinois Tool Works, an Illinois corporation ("Assignee"), is executed and delivered as of the Execution Date set forth below.

Whereas, Assignor and Assignee are parties to an Asset Purchase Agreement, dated May 9, 2013 (the "Agreement"), by and between Assignor and Assignee, pursuant to which Assignor agreed to sell the Intellectual Property (as defined in the Agreement) to Assignee; and

Whereas, in connection with such transaction, Assignor has agreed to assign to Assignee the registered and common law trademarks identified in Schedule 1.1(j) of the Agreement and attached hereto (the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill"), and including all common-law and other rights in the Marks;

Now, therefore, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows;

1. Assignor hereby conveys, assigns, sells, and transfers to Assignee its entire right, title and interest in and to the Marks and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made. Without limiting the generality of the foregoing, this Assignment shall include any and all rights to sue for claims and remedies against past, present and future infringements of the Marks.

2. Assignor authorizes and requests that the United States Patent and Trademark Office take all such action necessary to effect such transfer in accordance with the terms of this Assignment.

3. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to the Marks and the holder of record title to the Registration, that Assignor has full power to make this Assignment and that Assignor agrees to execute and/or provide such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

5. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

6. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the state identified in the Agreement, without giving effect to the principles of conflicts of laws thereof.

7. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

In witness whereof, Assignor has caused its authorized officer to hereunder set his/her hand on the date shown below.

Tissue Growth Technologies Corporation

Execution Date: 5/9/13

[Handwritten Signature]
(signature)

Typed or printed name of signatory:

Kent S. Vilandra

Title: CEO

5/9/13 [Handwritten initials]

TRADEMARK ASSIGNMENT

Schedule 1.1(j)
Intellectual Property

Trademarks

US Reg Numbers

Title

3207260

Dynagen

3207261

GrowthWorks