

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Celularity Inc.		08/06/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SANUWAVE Health, Inc.		
Street Address:	3360 Martin Farm Road		
Internal Address:	Suite 100		
City:	Suwanee		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 6			
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	
CORRESPONDENCE DATA			
Fax Number:	4042536060		
<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:	404-253-6276		
Email:	uspt@polsinelli.com		
Correspondent Name:	Eric J. Hanson		
Address Line 1:	1201 West Peachtree Street NW		
Address Line 2:	Suite 1100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	103357-632607		
NAME OF SUBMITTER:	Eric J. Hanson		
SIGNATURE:	/Eric J. Hanson/		

CH \$165.00 2777460

DATE SIGNED:	11/10/2020
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is made and entered into as of August 6, 2020 by Celularity Inc., a Delaware corporation (“Seller”), in favor of SANUWAVE Health, Inc., a Nevada 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 August 6, 2020 (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 subject 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, foreign counterparts, 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. Binding Assignment. This IP Assignment shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
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 and its successors and assigns 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

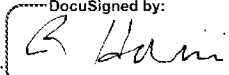
in or by the Chosen Courts, and the Parties irrevocably agree that all claims relating to such Action or transactions will be heard and determined in the Chosen Courts.

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. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission (including via DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[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.

CELULARITY INC.

By:  DocuSigned by:
8332E14295DF457...
Name: Robert J. Hariri, MD, PhD
Title: Chairman & CEO

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