

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

SYNOGEN MANAGEMENT
GROUP, INC.,

and

NEXTGEN BIOLOGICS, INC.,

CASE NO. 2019-CA-012605-O

Movants,

v.

ISE PROFESSIONAL TESTING &
CONSULTING SERVICES, INC.,

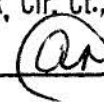
Respondent.

Filed in Open Court

3/30/2020

Tiffany Moore Russell, Clerk, Cir. Ct., Orange Co., F

By



FINAL JUDGMENT AS TO
ISE PROFESSIONAL TESTING & CONSULTING SERVICES, INC.

THIS CAUSE having come before the Court upon Movants Synogen Management Group, Inc. ("Synogen") and NeXtGen Biologics, Inc.'s ("NeXtGen") Motion for Final Judgment (the "Motion") in this action against Defendant ISE Professional Testing & Consulting Services, Inc. ("ISE"), filed on March 9, 2020, after due notice to all parties, and the Court being fully advised, it is **ORDERED AND ADJUGED**:

1. The Court has jurisdiction over the subject matter hereof and the Parties herein.
2. The Final Award in the Arbitration before the AAA and among the Parties was issued on December 3, 2019, is final and enforceable under Section 9 of the Federal Arbitration Act ("FAA") and was confirmed by the Courts on January 27, 2020.
3. In accordance with the Court's January 27, 2020 Order, the Court confirms and

enters the following final declaratory judgment:

- (i) The Synogen-ISE License Agreement and the Synogen-Nextgen Sublicense Agreement are enforceable contracts and remain in full force and effect. Movants hold the exclusive license to the Licensed Patents, and are permitted to practice the Licensed Patents;
 - (ii) Nextgen has the right at its sole option to survive the termination of the License Agreement by ISE and to enter a direct license with ISE on substantially the same terms contained in the License Agreement.
4. The Court confirms and orders the following permanent injunction against ISE:
- (i) ISE is enjoined from breaching Section 5 of the License Agreement. Specifically, in accordance with § 5.2.1 of the License Agreement, ISE shall transfer promptly to Synogen, and not later than 10 business days from the entry of ~~the final order~~ *the 1/27/20 Order Denying Motion to Vacate,* the Licensed Know-How and all information owned, controlled or otherwise in ISE's possession that may be relevant to the development of a commercially viable manufacturing process contemplated by the License Agreement; ISE is directed to otherwise cooperate with Synogen and Nextgen in the development of this process;
 - (ii) ISE is further prohibited from breaching the provisions of the License Agreement relating to the prosecution of the patents. Specifically, ISE is prohibited from directly or indirectly, interfering with or impeding Synogen's prosecution and preparation of the Licensed Patents through counsel of Synogen's choice, and is directed to cooperate with Synogen

and its counsel, including executing any documents deemed necessary by Synogen to enable its continued work on the patent prosecution and preparation.

5. Movants are entitled to and ISE shall pay damages and interest as follows:

- (i) Compensatory damages to be paid to Nextgen in the total amount of \$867,683.95 (consisting of \$653,683.95 for Movants' costs in their attempt to create a manufacturing decellularization process without the Licensed Know-How and \$214,000 for Movants' costs relating to marketing and sales efforts in anticipation of the product's launch);
- (ii) Interest at a rate of 6.33 percent per annum to accrue on this amount from December 3, 2019 until payment.

6. Movants are entitled to and ISE shall pay Movants their reasonable attorneys' fees and costs relating to the Arbitration in the amount of \$903,116.93. The Administrative Fees and Expenses of the AAA totaled \$24,875.00. The Arbitrator's compensation and expenses totaled \$60,037.42. Therefore, ISE shall pay Claimant for the AAA Fees and Arbitrator's compensation the amount of \$74,598.67.

7. Pursuant to Fla. R. Civ. P. 1.560, Defendant shall complete under oath Fla. R. Civ. P. Form 1.977^(b) (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgement is satisfied or post-judgment discovery is stayed.

8. The Court reserves jurisdiction to hear any and all further matters that are necessary for the just and proper disposition of this action, including to compel Defendant to complete Form 1.977^(b) with all required attachments, and serve it on Movants' counsel.

DONE AND ORDERED in Chambers at Orange County, Florida, this 30 day of March 2020.



Hon. John E. Jordan
Circuit Court Judge

Copies furnished to:

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