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FORM PTO-1595  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Docket No. 237/137

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SEP 20 11 2: 58

OPR/FINANCE

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
HemoCleanse, Inc.  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party:  
Name: Makoff R&D Laboratories, Inc.  
Internal Address: 4640 Admiralty Way, Suite 710

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: August 14, 1998

City: Marina del Rey State: CA Zip: 90292  
Street Address: Same  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s). 08/869,331  
Additional numbers attached?  Yes  No

B. Patent No(s): \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John M. Johnson  
Internal Address: LYON & LYON LLP  
633 West Fifth Street, Suite 4700  
Los Angeles, CA 90071-2066

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
 Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

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9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

\_\_\_\_\_  
John M. Johnson, Reg No. 33,334

Date: 4/23/98

Total number of pages including cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

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Washington, D.C. 20231

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## ASSIGNMENT

ORIGINAL

WHEREAS, HemoCleanse, Inc., a corporation organized and existing under and by virtue of the laws of the State of Indiana and having its principal place of business at 2700 Kent Avenue, West Lafayette, Indiana 47908 (hereinafter referred to as "Assignor"), owns a certain invention entitled "Method for Iron Maintenance for ESRD Patients by Transfer from Dialysate," for which application for Letters Patent of the United States of America has been filed on August 14, 1996, under Serial No.

08/869,331; and

WHEREAS, Makoff R&D Laboratories, Inc., a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at 4640 Admiralty Way, Suite 710, Marina del Rey, California 90292 (hereinafter referred to as "Assignee"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto the said Assignee, its successors and assigns, the full and exclusive right, title and interest to said invention to all Letters Patent or similar legal protection, not only in the United States and its territorial

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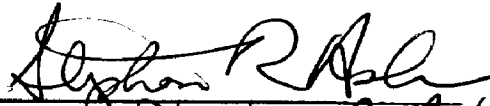
possessions, but in all countries foreign thereto, to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent and any legal equivalent thereof to said Assignee, its successors and assigns, in accordance with this Assignment.

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

Assignor further covenants that Assignee will, upon request of Assignee, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Assignor and will testify as to the same in any interference or legal proceeding related thereto and will promptly execute and deliver to Assignee or its designated legal representative any and all papers, instruments, declarations or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at LACAYGTE, IN, Indiana, this 14TH day  
of August, 1998.

HemoCleanse, Inc.

By   
Name: Stephen R. Ash, M.D.  
Title: Chairman.

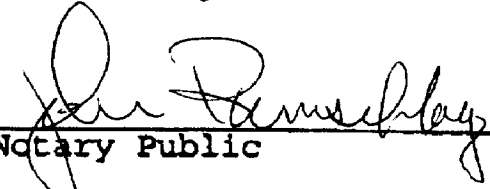
State of Indiana )

) SS

County of Tipton )

**John Rumschlag**  
Notary Public State of Indiana  
Marion County  
My Commission Expires 1/28/2000

On the 14 day of August, 1998, before me personally appeared Stephen R. Ash, known to me to be same person who duly acknowledged the signing of the foregoing Assignment to be his voluntary act and deed on behalf of assignor and who executed the same for the uses and purposes therein specified.

  
Notary Public