

02-13-2002



FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

101980529

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Weng Tao (executed 12/3/01)
David H. Rein (executed 1/23/02)
Brenda J. Dean (executed 12/3/01) **1-25-02**
Paul F. Stabilia (executed 12/3/01)
Moses B.I. Goddard (executed 12/3/01)

2. Name and address of receiving party

NEUROTECH S.A.
Bâtiment Génopole-Industries
4, rue Pierre Fontaine
91000 EVRY
FRANCE

Additional name(s) of conveying party(ies) attached? Yes No

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or patent number(s):

A. Patent Application No(s):

Serial No. 09/958,040

B. Patent No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence Concerning document should be mailed:

Name: Ivor R. Elrifi
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference No. _____

DO NOT USE THIS SPACE

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.

Christina V. Karnakis
Reg. No. 45,899

Signature

January 25, 2002

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: [7]

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

02/12/2002 AMND1 00000188 09958040

01 FC:581

40.00 DP

TRA 1622455v1

PATENT
REEL: 012556 FRAME: 0574

ASSIGNMENT

We, **Weng Tao, David H. Rein, Brenda J. Dean, Paul F. Stabila, and Moses B.I. Goddard**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Neurotech S.A.**, a French corporation, with offices at **Bâtiment Génopole-Industries, 4, rue Pierre Fontaine, 91000 Evry, France** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

ARPE-19 AS A PLATFORM CELL LINE FOR ENCAPSULATED CELL-BASED THERAPY

filed with the U.S. Patent and Trademark Office on **April 6, 2000** as a PCT application designating the United States and assigned **PCT/US00/09150**, and a United States national phase application was filed on **September 28, 2001** and assigned Serial No. **09/958,040**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

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

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date:

Signature of: Weng Tao

State of _____

Country of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____.

Date: January 23, 2002




Signature of: David H. Rein

State of Massachusetts

Country of Middlesex

Subscribed and sworn to before me this 23 day of January, 2002



Notary Public

My commission expires 11/15/2002

Date:

Signature of: Brenda J. Dean

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Date:

Signature of: Paul F. Stabila

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Date:

Signature of: Moses I.B. Goddard

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

ASSIGNMENT

We, **Weng Tao, David H. Rein, Brenda J. Dean, Paul F. Stabila, and Moses B.I. Goddard**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **Neurotech S.A.**, a French corporation, with offices at **Bâtiment Génopole-Industries, 4, rue Pierre Fontaine, 91000 Evry, France** and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

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We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

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

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: 12-3-2001

Weng Jao
Signature of: Weng Jao

State of Rhode Island
Country of Providence

Subscribed and sworn to before me this 3rd day of December 2001.

Ann Marie Young
Notary Public #46254
My commission expires 4/3/2004.

Date:

Signature of: David H. Rein

State of _____
Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date: 12/3/01

Brenda J. Dean
Signature of: Brenda J. Dean

State of Rhode Island

Country of Providence

Subscribed and sworn to before me this 3rd day of December 2001.

Ann Marie Young
Notary Public # 46284

My commission expires 4/3/2004

Date: 12/3/01

Paul F. Stabila
Signature of: Paul F. Stabila

State of Rhode Island

Country of Providence

Subscribed and sworn to before me this 3rd day of December 2001.

Ann Marie Young
Notary Public # 46284

My commission expires 4/3/2004

Date: 12/3/01

Moses B. I. Goddard
Signature of: Moses I.B. Goddard
M.B. 12/3/01 MOSES B. I. GODDARD

State of Rhode Island

Country of Providence

Subscribed and sworn to before me this 3rd day of December 2001.

Ann Marie Young
Notary Public # 46284

My commission expires 4/3/2004