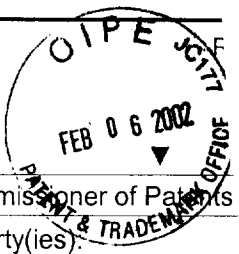


02-21-2002



101988196



Tab settings

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

1. Name of conveying party(ies):  
**Ian Andrew WHITCROFT and Richard Anthony McMAHON**  
*2-6-02*  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: **COOLANALGESIA LIMITED**  
Address: **Francis House**  
**112 Hills Road**  
City: **Cambridge CB2 1PH** State/Prov.:  
Country: **England** ZIP:  
Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: **January 25, 2002**

4. Application number(s) or patent numbers(s):  
If this document is being filed together with a new application, the execution date of the application is:  
Patent Application No. Filing date  
Additional numbers  Yes  No

B. Patent No.(s)  
**6,264,649**  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **John P. DeLuca**  
Registration No. **25,505**  
Address: **Dykema Gossett PLLC**  
**Third Floor West, Franklin Square**  
**1300 I Street, N.W.**  
City: **Washington** State/Prov.: **DC**  
Country: **USA** ZIP: **20005-3306**

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41):.....\$ **40.00**  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
8. Deposit account number:  
**04-2223**  
(Attach duplicate copy of this page if paying by deposit account)

02/20/2002 ANNEX 00000156 042223 6264649

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Signature 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 P. DeLuca**  
Name of Person Signing

*[Signature]*  
Signature

*2/6/02*  
Date

Total number of pages including cover sheet, attachments, and

**5**

DATED 25 JAN 2002

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- (1) IAN ANDREW WHITCROFT  
-and-  
RICHARD ANTHONY McMAHON
- (2) COOLANALGESIA LIMITED

**DEED OF  
ASSIGNMENT  
of patent and patent applications**

Becke + Shaw  
Shakespeare House  
42 Newmarket Road  
CAMBRIDGE  
CB4 8EP

BETWEEN:

- (1) **IAN ANDREW WHITCROFT** of 912 South Lake Drive, Watertown, South Dakota 57201, USA (formerly of Suite 105, 530 Iowa South East, Huron, South Dakota 57350, USA) and **RICHARD ANTHONY MCMAHON** of the Old Vicarage, 82 High Street, Horningsea, Cambridge CB5 9JB, United Kingdom (formerly of 18 Riverside, Cambridge CB5 8HL, United Kingdom) (jointly "the Assignors"); and
- (2) **COOLANALGESIA LIMITED** (company number 04136757) a company incorporated under English law whose registered office is at Francis House, 112 Hills Road, Cambridge CB2 1PH, England("the Assignee").

WHEREAS:

The Assignors have agreed to assign to the Assignee the Patent and Patent Applications (as defined below) according to the terms of this Deed.

NOW THIS DEED WITNESSES as follows:-

1. ASSIGNMENT

In consideration of the payment of £1 (one pound) (the receipt of which the Assignors acknowledge) the Assignors HEREBY ASSIGN jointly and severally to the Assignee as beneficial owner and free of any third party claims, liens, charges or encumbrances of any kind:-

- 1.1 all right title and interest in and to the patent and patent applications listed in the Schedule hereto ("hereinafter referred to as "the said Patent and Patent Applications") to the intent that the grant of any patents thereon shall be in the name of and vest in the Assignee together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any past, continuing or future infringement of such rights or other acts within the scope of the claims of any published specification of any patents granted pursuant to the said Patent Applications-
- 1.2 the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the inventions claimed in the said Patent and Patent Applications including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee; and
- 1.3 all other rights and powers relating to the said Patents and Patent Applications wherever in the world available, including all renewals and extensions thereof.

2. WARRANTY

The Assignors hereby warrant jointly and severally to the Assignee in respect of the Patent and Patent Applications that :-

- 2.1 the Assignors have given no permission (either jointly and severally) to any third party to use any of the said Patent and Patent Applications;
- 2.2 the Assignors are unaware of any infringement or unauthorised use of any of the said Patent and Patent Applications by any third party; and

2.3 the Assignors have not made (whether jointly and severally) any other assignment or purported assignment of any of the said Patent and Patent Applications.

3. FURTHER ASSURANCE

The Assignors further jointly and severally covenant that at the request and cost of the Assignee they will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the said Patents and Patent Applications.

4. GOVERNING LAW

This Deed shall be governed by and construed in all respects in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute or claim arising out of or relating to this Deed.

IN WITNESS whereof this Deed has been executed by the parties and is delivered on but not before the day and year first before written.

**SCHEDULE**

**Patent Applications**

AU	34330/99
BR	PI9909536-0
CA	2328068
EP	99915907.2
IL	138938
IN	IN/20000242/DEL
JP	2000-543201
US	09/673109
EP	99915912.2

**Patents**

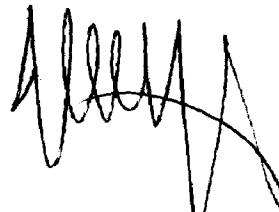

ZA	2000/5512
US	6,264,649 B1

SIGNED as a Deed by  
**IAN A. WHITCROFT**  
in the presence of

witness signature

witness name **WENDY EDMOND**

witness nationality and address  
516 1st STREET NW  
WATER TOWN  
SD 57201 USA -



)  
)  
)  
  


SIGNED as a Deed by  
**RICHARD A. McMAHON**  
in the presence of

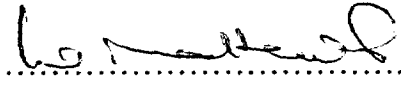
witness signature

witness name

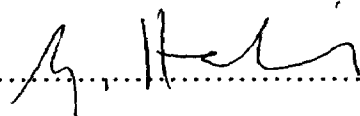
witness nationality and address

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)  
)  
  
  
**W G PETER**  
BRITISH  
24 BALDWIN WAY  
CAMBRIDGE  
CB1 7LX  
UK.

EXECUTED as a Deed by  
**COOLANALGESIA LIMITED**

)  
  
.....

Director

  
.....

Director/Secretary