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*2/13/02*

03-05-2002



102001700

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

1. Name of conveying party(ies):

The Venture Fund of Washington, L.P.

2. Name and address of receiving party(ies):

Name: HemaColl Systems Company, L.P.

Internal Address: \_\_\_\_\_

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

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: 1511 Oaklawn Drive

City: Silver Springs State: Maryland

Execution Date: November 15, 2001

Additional name(s) & addresses attached?  Yes  No

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

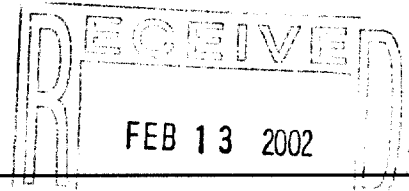
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

5,353,806

Additional numbers attached?  Yes  No



5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: James M. Singer, Esquire

Internal Address: 50th Floor

Street Address: 500 Grant Street

City: Pittsburgh State: PA ZIP: 15219-2502

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

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.

Matthew P. McWilliams  
Name of Person Signing

*[Signature]* 46,922  
Signature

1-22-02  
Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231

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## PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") dated as of November 15, 2001, is by and between The Venture Fund of Washington, L.P., a Delaware limited partnership ("Assignor") and HemaColl Systems Company, L.P., a Virginia limited partnership ("Assignee").

WHEREAS, Assignor is the owner by assignment, of the entire right, title and interest in and to U.S. Patent #5,353,806 a copy of which is attached as Appendix A hereto (the "Patent").

WHEREAS, pursuant to Section 3 of that certain Equity Interest Withdrawal and Asset Transfer Agreement by and among Assignor, Assignee and the other entities party thereto dated as of November 15, 2001 (the "Transfer Agreement"), Assignor is required to assign to Assignee the Patent.

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows.

1. Assignment. Assignor hereby assigns, transfers, and conveys unto Assignee the entire right, title and interest in the Patent and any divisional, continuing, substitute, continuation-in-part, extension, reissue, foreign and other patent applications and applications for any other form of industrial property protection applicable thereto; and the right to sue and obtain damages for past infringement of the Patent, to be held and enjoyed by the Assignee to the full end of the term or terms or extensions thereof for which said Patent or any other form of industrial property protection as have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

2. Covenants. Assignor covenants to execute at Assignee's request all divisional, continuing, substitute, continuation-in-part, extension, reissue, foreign and any applications for any other form of industrial property protection relating to the assigned Patent, and to take all other actions and to execute and deliver all additional instruments and documents which Assignee may deem necessary or desirable to make this Assignment of record in the U.S. Patent and Trademark Office and patent offices in foreign countries and otherwise to make this Assignment fully effective and to enable Assignee to enjoy to the fullest extent the rights, title and interests herein conveyed in the United States and foreign countries.

3. Power of Attorney. Assignor hereby authorizes its attorneys, Assignee, and Assignee's attorneys, or any of them, to execute any and all documents on its behalf in the event of its future inability, unavailability or unwillingness to execute such documents, in order to perfect Assignee's rights in and to the inventions covered by the assigned Patent (the "Inventions").

4. Letter Patents. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the equivalent functionary in every country foreign to the United States, to issue any and all Letters Patent granted on the Inventions and such other applications as described hereinabove, in the name of Assignee.

IN WITNESS HEREOF, the parties have executed this Agreement on the date first written above.

ASSIGNOR:

THE VENTURE FUND OF WASHINGTON, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

HEMACOLL SYSTEMS COMPANY, L.P.

By: HEMACOLL MANAGEMENT  
CORPORATION  
Its General Partner

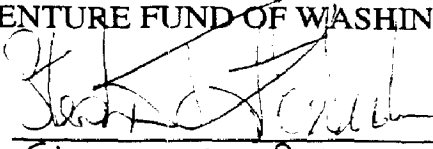
By: Joseph J. Taylor  
Name: Joseph J. Taylor  
Title: Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS HEREOF, the parties have executed this Agreement on the date first written above.

ASSIGNOR:

THE VENTURE FUND OF WASHINGTON, L.P.

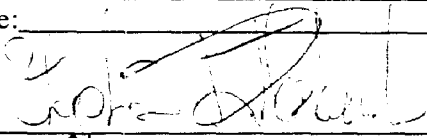
By:   
Name: Stephen W. Ritterbusch  
Title: General Partner

ASSIGNEE:

HEMACOLL SYSTEMS COMPANY, L.P.

By: HEMACOLL MANAGEMENT  
CORPORATION  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Stephen W. Ritterbusch  
Title: Chairman

STATE OF Virginia :  
 : SS  
COUNTY OF Fairfax :

On December 10, 2001, before me personally came Stephen R. Herbush to me known, who, being by me duly sworn, did depose and say that (s)he resides at 8000 Towers Crescent Vienna VA 22182; that (s)he is the chairman of Hemacoll mgt corp, the corporation described in and which executed the foregoing; and that (s)he signed his/her name thereto by order of the Board of Directors of said corporation.

Angelina Klevit  
Notary Public

My Commission Expires 11/30/05