



THIS AGREEMENT made the 8th day August, 2001.

AMONG:

**KINETANA INC.**, a body corporate, having offices at the City of Edmonton, in the Province of Alberta (hereinafter referred to as "Assignor")

- and -

**KINETANA GROUP INC.**, a body corporate, having offices at the City of Edmonton, in the Province of Alberta (hereinafter referred to as "Assignee")

### ASSIGNMENT

#### PREAMBLE

WHEREAS:

A. The Assignor is a party to an agreement with Dr. Keith Edward Anderson dated the 1<sup>st</sup> day of February, 1997, and entitled "Research and Development Agreement" (hereinafter the "Research and Development Agreement");

B. The Assignor wishes to assign all of its right, title, interest and estate in and to the Research and Development Agreement to the Assignee;

NOW THEREFORE in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties hereto mutually covenant and agree as follows:

1. The Assignor hereby assigns, transfers, sets over and conveys to the Assignee all of its right, title, interest and estate in and to the Research and Development Agreement, **TO HAVE AND TO HOLD** the same unto the Assignee for the Assignee's sole use and benefit absolutely.

2. The Assignee hereby accepts the within assignment and covenants and agrees with the Assignor that it shall be bound by, observe and perform the covenants, duties and obligations contained in the Research and Development Agreement and to be observed and performed by the Assignor, to the extent that such covenants, duties and obligations relate to a period, or arise, as the case may be, on or after March 18, 1998 (the "Effective Date"), it

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being the intent and purpose of the parties hereto that the Assignee shall be a party thereto in the place and stead of the Assignor from and after the Effective Date.

3. The Assignor covenants and agrees with the Assignee that it shall and will, from time to time and at all times hereafter, at the request of the Assignee, execute such further assurances and do all such further acts as may be reasonably required for the purpose of vesting in the Assignee the interest of the Assignor in and under the Research and Development Agreement.

4. The address of the Assignee for notices under the Research and Development Agreement shall be:

109 Advanced Technology Centre  
9650 - 20 Avenue  
Edmonton, AB T6N 1G1

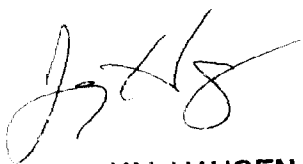
Attention: Dr. Yun Tam

5. This Agreement may be executed in as many counterparts as are necessary and, when a counterpart has been executed by each party, all counterparts together shall constitute this Agreement.

6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written.


I certify this document to be a true copy of an assignment granted by Kinetana Inc. to Kinetana Group Inc., made August 8, 2001.



J. JAY HAUGEN  
Barrister & Solicitor

Date: May 1, 2002

KINETANA INC.

Per: 

Per: \_\_\_\_\_

KINETANA GROUP INC.

Per: 

Per: \_\_\_\_\_