

07-12-2002

Docket No.: 14418



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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102152589

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

1. Name of conveying party(ies):
Monash University;
National University of Singapore; and
Hadasit Medical Research Services & Development

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **ES Cell International Pte Ltd.**
Address: **10 Hoe Chiang Road, #18-00 Kepel Towers**

City: **Singapore** State/Prov.: _____
Country: **Australia** ZIP: **089315**

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

3. Nature of conveyance: **MRO 7.09.02**

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

Execution Date: **September 30, 2001**

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
09/808,382	March 14, 2001

Additional numbers Yes No

B. Patent No.(s)

OFFICE OF PUBLIC RECORDS
2002 JUL -9 AM 8:46
FINANCE SECTION

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

Name: **Peter I. Bernstein**

Registration No. **43,497**

Address: **SCULLY, SCOTT, MURPHY & PRESSER**
400 Garden City Plaza
07/11/2002 DBYRNE 00000264 09808382
01 FC:581 40.00 OP

City: **Garden City** State/Prov.: **NY**

Country: **USA** ZIP: **11530**

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:

19-1013/SSMP

(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.

Peter I. Bernstein

July 1, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and **6**

UNITED STATES OF AMERICA
PATENT ASSIGNMENT

THIS DEED OF ASSIGNMENT made this 30TH day of SEPTEMBER 2001

BETWEEN

Monash University of 246 Clayton Road, Clayton, Victoria 3168, Australia;
National University of Singapore of ~~National University Hospital, Lower Kent Ridge Road, Singapore~~ ^{10 Kent Ridge Crescent, Singapore 119260} ^M
~~Singapore~~; and Hadasit Medical Research Services & Development of Hadassah University Hospital, Ein Kerem, Jerusalem 91120, Israel (Assignors) ^M

AND

ES Cell International Pte Ltd of 10 Hoe Chiang Road, #18-00 Kepek Towers, Singapore 089315 (Assignee)

WHEREAS

1. The Assignors are the proprietors of United States patent application (the Application) for inventions short particulars of which are set out in the Schedule hereto and the inventions the subject of the Application (the Inventions), and
 2. The Assignors have agreed to assign to the Assignee their whole right, title and interest in the Inventions, the Applications, any patents granted to the Applications, and the Patents.
- A. NOW IT IS HEREBY AGREED that pursuant to the foregoing and in consideration of the sum of \$1.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the Assignors ASSIGN TRANSFER AND SET OVER unto the Assignee the whole right, title and interest in and to the International Inventions and the Patents TO HOLD the same unto the Assignee and its assigns absolutely.
- B. For the purposes of this Deed, "GST" means any tax on, or on the supply or importation of, goods, real property, services or any other thing, or similar tax (other than stamp duty) levied, imposed or assessed by any competent authority (whether or not in Australia) which may operate in respect of this Deed.

- C. If this Deed or any supply under or in respect of this Deed becomes the subject of GST, and if the Assignors are liable to GST in relation to any supply under or in respect of this Deed, the parties agree that the amount payable for any such supply by the Assignee shall be the consideration specified herein plus GST.
- D. The Assignors agrees to do all things, including providing tax invoices or other documentation in such form and detail as may be necessary to enable or assist the Assignee to claim or verify any GST input tax credit, set off, rebate or refund in relation to any GST payable in respect of any supply under or in respect of this Deed.
- E. The Assignors covenants and agrees that they will promptly execute all such supplementary assignments, authorisations and other documents and that they will at the request of the Assignee do all such further acts deeds and things as are from time to time necessary or convenient to secure the absolute vesting of the full right, title and interest in and to the Inventions, the Applications, any patents granted pursuant to the Application, and the Patents and for the protection and enforcement of the same.
- F. This Assignment may be signed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute a single Assignment.
- G. If this Assignment is signed in counterparts, it shall not be legal enforceable until the parties exchange the signed counterparts (including by facsimile transmission).

SCHEDULE

<u>Number</u>	<u>Title</u>
09/808,382	EMBRYONIC STEM CELLS AND NEURAL PROGENITOR CELLS DERIVED THEREFROM

IN WITNESS WHEREOF the parties hereto have caused this Assignment to be executed as of the date first herein specified.

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Executed by authority for and on behalf of ES Cell International Pte Ltd))))

Robert J. Murphy

in the presence of: *C. King*)

Name: ROBERT MURPHY
Position: CEO

CATRINA KING

Witness Name:

Executed by authority for and on behalf of Monash University))))

in the presence of:)

Name: _____
Position: _____

Witness Name:

Executed by authority for and on behalf of National University of Singapore))))
in the presence of:)

Attwa

Name: Dr Kwa Siew Hwa
Position: Interim Director
Industry & Technology
Relations Office,
NUS

Karen J.
Witness Name:

Executed by authority for and on behalf of Hadasit Medical Research Services & Development))))

in the presence of:)

Name: _____
Position: _____

Witness Name:

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Executed by authority for and on)
behalf of ES Cell)
International Pte Ltd)
in the presence of: *P. King*)

Robert J. Klupals

Name: ROBERT KLUPALS
Position: CEO

EMTRIONA King
Witness Name:

Executed by authority for and on)
behalf of Monash University)
in the presence of:)

Peter Darvall
Name: PETER DARVALL
Position: Deputy Vice-Chancellor

Michael H H Tan
Witness Name: Michael H H Tan

Executed by authority for and on)
behalf of National University of)
Singapore)
in the presence of:)

Name: _____
Position: _____

Witness Name: _____

Executed by authority for and on)
behalf of Hadasit Medical Research)
Services & Development)
in the presence of:)

Name: _____
Position: _____

Witness Name: _____

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Executed by authority for and on)
behalf of ES Cell)
International Pte Ltd)
in the presence of: *P. King*)

Robert J. Kuptus

Name: *ROBERT KUPTUS*
Position: *CEO*

CATRIONA KING
Witness Name:

Executed by authority for and on)
behalf of Monash University)
in the presence of:)

Name:
Position:

Witness Name:

Executed by authority for and on)
behalf of National University of)
Singapore)
in the presence of:)

Name:
Position:
שרותי מחקר רפואי ופיתוח תרופות
hadasit
medical research services
development ltd.

Witness Name:

Executed by authority for and on)
behalf of Hadasit Medical Research)
Services & Development)
in the presence of:)

RAPHAEL HOFSTEIN PH.D.
MANAGING DIRECTOR
HADASIT MEDICAL RESEARCH
SERVICE & DEVELOPMENT LTD.

Name:
Position:

Witness Name: