

PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name: Bachmann, Martin

Execution Date: 01/07/2003

Name: Maurer, Patrick

Execution Date: 01/09/2003

Name: Spohn, Gunther

Execution Date: 01/14/2003

RECEIVING PARTY DATA

Name: Cytos Biotechnology AG

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City: CH-8952 Zurich-Schlieren

State:

Country: SWITZERLAND

Postal Code:

PROPERTY NUMBERS

Application Number: 10289456

Number of Properties: 1

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CUSTOMER NUMBER: 026111

NAME OF PERSON SIGNING: Brian J. Del Buono

PATENT
REEL: 13443 FRAME: 0838

OP \$40.00 10289456

DATE SIGNED:

02/26/2003

Total Attachments: 2

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PATENT

REEL: 13443 FRAME: 0839

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: 1) Martin Bachmann 2) Patrick Maurer 3) Gunther Spohn, the undersigned inventors hereby sell and assign to Cytos Biotechnology AG (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

- ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention known as Antigen Arrays for Treatment of Bone Disease for which application for patent in the United States of America has been executed by the undersigned on 1) 1/7/03 ^{*JSB*} 2) 1/8/03 ^{*JSB*} 3) 1/14/03 ^{*JSB*} (also known as United States Application No. 10/289,456, filed November 7, 2002), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

JSB
 2/10/03
 Reg # 35,086

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.


The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

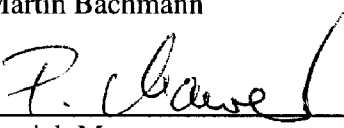
The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

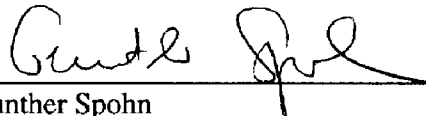
The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: 7.1.03 Signature of Inventor: 
Martin Bachmann

Date: 9.1.03 Signature of Inventor: 
Patrick Maurer

Date: 14.1.03 Signature of Inventor: 
Gunther Spohn

SKGF_DC1:85962.1