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Name	Execution Date		
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CB Health Ventures, LLC	12	24	2002
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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT

REEL: 013676 FRAME: 0014

Correspondent Name and Address

Area Code and Telephone Number (617) 248 - 7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibeault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 4

Application Number(s) or Patent Number(s) Mark if additional numbers attached Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

Grid of input boxes for Patent Application Number(s) and Patent Number(s). The first box in the first row contains '10/121,983'.

Patent Cooperation Treaty (PCT)

Enter PCT application number PCT PCT/US02/11 448 PCT PCT PCT PCT only if a U.S. Application Number has not been assigned. PCT PCT PCT PCT

Number of Properties Enter the total number of properties involved. # 2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00

Method of Payment: Enclosed [X] Deposit Account []

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number # 20-0531

Authorization to charge additional fees: Yes [X] No []

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. Charges to deposit account are authorized, as indicated herein.

Stephanie M. Zierten Registration No. 52,397

Handwritten signature of Stephanie M. Zierten

January 16, 2003

Name of Person Signing

Signature

Date

ASSIGNMENT

WHEREAS, CB Health Ventures, LLC ("Assignor"), a limited liability company organized and existing under the laws of Delaware, whose principle place of business at 800 Boylston Street, Suite 800, Boston, MA 02199, is the owner by assignment of all right, title, and interest in and to the intellectual property described in Appendix A;

WHEREAS, Menlo Biocombs, Inc., ("Assignee") a Delaware corporation having a principal place of business at 800 Boylston Street, Suite 800, Boston, MA 02199 is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to Assignor, receipt and sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

1. Assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to said inventions and discoveries, said patent applications, any and all other applications for patents on said inventions and discoveries in any countries, including all continuation, divisional, and continuation in part applications based upon any or therefrom, and any and all patents issuing therein, including reissues, reexaminations, and extensions, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said patents;

2. Authorizes Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in the Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said patents and patent applications to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrants that it has not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that it has good right to assign the same Assignee without encumbrance;

5. Binds its successors and assigns, as well as itself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor, all acts reasonably serving to assure that the said inventions and discoveries, patent applications and patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its successors and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions,

specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of its successors or assigns which may be useful for establishing the facts of all conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which this Assignment has been executed as an instrument under seal on the date indicated below.

CB Health Ventures, LLC

Date: Dec 24, 2002

By: *Frederick R. Blume*
Name: Frederick R. Blume
Title: Manager

Date: Dec 24, 2002

By: *Enrico Petrillo*
Name: Enrico Petrillo
Title: Manager

ACKNOWLEDGMENT

State of Massachusetts)
County of Middlesex) ss.

On Dec 24, 2002 before me personally appeared Frederick R. Blume being duly sworn and known by me to be a Manager of CB Health Ventures, LLC and the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be his free act and deed on behalf of and as authorized by CB Health Ventures, LLC.

Luisa Dello Iacono
Notary Public
Name: Luisa Dello Iacono
Commission expires: 8/28/2009

State of Massachusetts)
County of Middlesex) ss.

On Dec 24, 2002 before me personally appeared Enrico Petrillo being duly sworn and known by me to be a Manager of CB Health Ventures, LLC and the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be his free act and deed on behalf of and as authorized by CB Health Ventures, LLC.

Luisa Dello Iacono
Notary Public
Name: Luisa Dello Iacono
Commission expires: 8/28/2009

Appendix A

PATENTS AND PATENT APPLICATIONS

U.S. Patent Application, Serial Number 10/121,983.

PCT Patent Application, International Application Number PCT/US02/11448.

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