

01-29-2003



Substitute Form PTO-1595

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orney Docket Number: 50200/003001

1-27-03

Certificate of Mailing: Date of Deposit January 21, 2003

I hereby certify under 37 C.F.R. § 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to BOX ASSIGNMENT, Commissioner, United States Patent and Trademark Office, Washington, D.C. 20231.

Moya Kinnealey
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Moya Kinnealey
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AMENDED RECORDATION FORM COVER SHEET
PATENTS ONLY

Please record the attached document.

| | |
|--|---|
| <p>1. Names of all conveying parties:</p> <p>BioTransplant, Incorporated Building 75, 3rd Avenue Charlestown Navy Yard Charlestown, MA 02129</p> <p>Additional names attached: No</p> | <p>2. Names and addresses of all receiving parties:</p> <p>Bionaut Pharmaceuticals, Inc. 61 Moulton Street Boston, MA 02119</p> <p>Additional names/addresses attached:</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: December 26, 2002</p> | <p>OFFICE OF PATENT RECORDS 2003 JUN 27 AM 9:14 FINANCE SECTION</p> |
| <p>4. Application numbers or patent numbers:</p> <p>A. Patent Application Numbers:</p> | <p>B. Patent Numbers: 5,922,601</p> |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Paul T. Clark, Reg. No. 30,162 Clark & Elbing LLP 101 Federal Street Boston, MA 02110 Customer No.: 21559</p> | <p>6. Total number of applications/patents involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41): \$40.00 <input checked="" type="checkbox"/> Fee enclosed <input type="checkbox"/> Authorized to charge deposit account</p> <p>8. Deposit account number: 03-2095. If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to Deposit Account No. 03-2095.</p> |

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9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.

Vicki L. Healy
Paul T. Clark Reg. No. 48,343
Signature

January 21, 2003
Date

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PATENT TRADEMARK OFFICE

PATENT

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PATENT ASSIGNMENT

THIS ASSIGNMENT, dated December 26, 2002, is made and entered into by and between Bionaut Pharmaceuticals, Inc., a Delaware corporation ("Bionaut"), and BioTransplant, Incorporated., a Delaware corporation ("BTI"). Bionaut and BTI are collectively referred to herein as the "Parties."

WHEREAS, pursuant to an Assignment Agreement between the Parties dated December 26, 2002 (the "Assignment Agreement"), BTI has agreed to transfer and assign its rights to United States Patent No. 5,922,601 dated July 13, 1999 (the "Patent") to Bionaut;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, BTI hereby transfers, sells, conveys and assigns to Bionaut, and to Bionaut's successors and assigns, BTI's entire right, title and interest in the Patent, in every country and other territory, and any further patents claiming a right of priority therefrom (including, without limitation, all continuations, divisions and corresponding foreign patents), and any reissue, reexamination or extension of any such patents.

If a payment of \$25,000 is not made to BioTransplant from Bionaut on the earlier of (x) 30 days after the first closing of the sale by Bionaut of shares of its Series B preferred Stock, or (y) December 16, 2002 in accordance with the agreement between BioTransplant and Bionaut dated December 26, 2002, the patent assigned herein to Bionaut shall be automatically reassigned to BioTransplant.

This Patent Assignment includes the right of BTI to assert any claim of BTI for infringement of the Patent prior to the date of the Patent Assignment.

BTI further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers prepared by Bionaut, at Bionaut's expense, in order to perfect the transfer to Bionaut of all right, title and interest in the Patent.

BTI further agrees that it will communicate to Bionaut and its legal representatives any facts known to BTI respecting the Patent, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything reasonably requested by Bionaut to vest title in Bionaut and to aid Bionaut and its legal representatives to obtain and enforce proper protection for the Patent.

To the best of BTI's knowledge, on reasonable inquiry, there has been, and to the best ability of BTI, there will be, no assignment, license, or other transfer or encumbrance made by BTI that would conflict with this assignment to Bionaut of all right, title and interest in the Patent and any applications filed thereon or patents issuing therefrom.

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IN WITNESS WHEREOF, the Parties have caused this Patent Assignment to be executed in their names this 26th day of December, 2002.

BIOTRANSPLANT INCORPORATED

BIONAUT PHARMACEUTICALS, INC.

By: Brian Wall
Title: CSO, Sr VP Research

By: Michael Kleber
Title: President

Witnessed by: [Signature]

Witnessed by: [Signature]

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