

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
A+ Science AB

Additional name of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Orthopaedic Research & Development AB

Internal Address: \_\_\_\_\_

Street Address: Gustavsgatan 35

City: Molndal State: Sweden Zip: SE-43166

Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: September 26, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) 6,649,589

Additional numbers attached?  Yes  No

6. Total number of applications and patents involved: 1

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

Name: Kjell Olmarker

Internal Address: Orthopaedic Research & Development AB

Street Address: Gustavsgatan 35

City: Molndal State: Sweden Zip: SE-43166

7. Total fee (37 CFR 3.41) .....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:  
50-2228

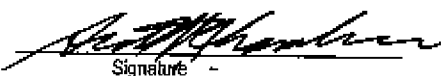
(Attach duplicate copy of this page if paying by deposit account)

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 translation or copy of the original document.*

Scott A.M. Chambers, Ph.D., Reg. No. 37,573  
Name of Person Signing

  
Signature

April 29, 2004  
Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:  
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CH \$40.00 502228 6649589

Translation

A+Science AB (publ), Organization No. 556544-2521 ("the Seller") and Orthopaedic Research & Development AB, Organization No. 556563-2691 ("the Buyer") have today reached the following

**DEED OF ASSIGNMENT****1. Background**

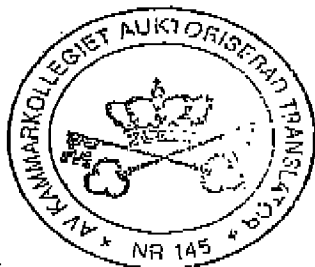
1.1 Orthopaedic Research & Development AB, Organization No. 556563-2691 and Sciaticon AB, Organization No. 556626-6531, have made the inventions listed in Attachment 1 (hereinafter jointly called "The Invention"). Orthopaedic Research & Development AB and Sciaticon AB assigned the Invention in its then state and extent to the Seller by means of separate agreements dated 1999. The Seller has subsequently developed the Invention for the purpose of commercializing the same.

1.2 The Seller now wishes to assign the Invention to the Buyer who has thereby declared itself willing to acquire the Invention and all the rights and obligations comprised by the same.

1.3 On the above grounds, the parties have agreed on the following:

**2. Assignment of the Invention**

2.1 The Seller hereby assigns to the Buyer for an unlimited period of time and for all territories, the absolute ownership of:



## DEED OF ASSIGNMENT

2.

- 1) The rights which Orthopaedic Research & Development AB and Sciaticon AB assigned to the Seller via the former deed of assignment between the parties.
- 2) All other rights, assets, know-how and documentation of whatever kind relating to the Invention which have emerged during the period after the assignment, i.e. after the Seller's acquisition of the Invention and which the Seller has at its disposal.

2.2 The Buyer is well acquainted with the Invention. The Invention and all relevant rights, assets, know-how and documentation are therefore assigned in their present state and without any guarantees or commitments of any kind whatsoever. By this assignment therefore, all of the Seller's obligations vis-à-vis the Invention cease to apply. The Buyer is not entitled to make any claims for faults or shortcomings in the assignment vis-à-vis the Seller.

2.3 The rights acquired by the Buyer through this agreement are to be transferred from the Seller to the Buyer on the date of the agreement. By request and to a reasonable extent, the Seller must provide the Buyer with all the necessary documents for the application of permits, etc. so that the Buyer can protect and exercise the rights acquired through this agreement. It is the obligation of, in particular, the Seller to lend its assistance to ensure that the Buyer is recorded in all registers as the owner of all the patent applications and other applications relating to the Invention.



**DEED OF ASSIGNMENT**

3.

2.4 The Buyer is entitled to assign or make available the Invention including all later developments of the same and any associated rights and assets of whatever kind, provided that the Buyer fulfils the conditions of this agreement vis-à-vis the Seller.

**3. Purchase sum**

For the Invention, the Buyer shall pay a purchase sum of SEK 250,000 (Two hundred and fifty thousand Swedish Kronor). The purchase sum shall be paid in cash in the manner notified by the Seller, not later than three days after the date of the agreement.

**4. Miscellaneous**

4.1 This agreement constitutes the parties' complete agreement with regard to the circumstances covered by it. All additions and amendments of this agreement must be approved in writing and signed by both parties in order to be valid.

4.2 The parties undertake, without limits in time, not to disclose any confidential information concerning the rights assigned through this agreement.

4.3 Through this agreement, any former agreements between the parties cease to apply. Such agreements must be considered to have finally been



## DEED OF ASSIGNMENT

4.

settled and cease to apply without the Buyer having any right to compensation from the Seller as a result of the cessation of the agreements or otherwise.

## 5. Disputes

5.1 Any dispute arising from this agreement shall initially be submitted to arbitration according to the regulations of Västsvenska Industri- och Handelskammaren (The Chamber of Industry and Commerce for Western Sweden) with regard to mediation, unless either party opposes this in the event of a dispute.

5.2 If either party opposes mediation or if mediation is suspended, any dispute arising from this agreement shall finally be settled by arbitration according to the regulations of the Board of Arbitration of Västsvenska Industri- och Handelskammaren. The Board of Arbitration shall consist of one arbitrator. The arbitration procedure shall take place in Gothenburg.

This Agreement has been drawn up in duplicate and exchanged.

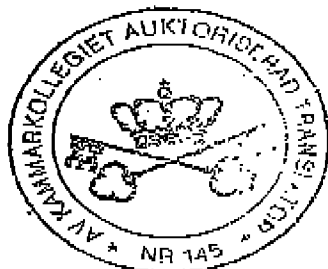
Gothenburg, September 26, 2003.

A+Science AB

(Signed) Per Carendi  
Per Carendi

Orthopaedic Research & Development AB

Kjell Olmarker                      Björn Rydevik  
Kjell Olmarker                      Björn Rydevik



I, the undersigned, by the Legal, Financial and Administrative Services Agency duly authorized Swedish-English translator, certify the above to be a true and correct translation of the original document presented to me.

  
Anna Flinck

## Bilaga 1

**Förteckning ingående patent för överlåtelse från A+ till ORDAE.***Aktiva ansökningar:*

SAMLINGSAKT SCIATICA (Awapatents aktnummer 1006279)  
SCIATICA 1-P-US (Awapatents aktnummer 2005597)  
SCIATICA 2-P-US (Awapatents aktnummer 2016017)  
SCIATICA 3-P-US (Awapatents aktnummer 2016051)  
SCIATICA 2-P-US-CIP (Awapatents aktnummer 2016168)  
SCIATICA 2-P-US-CIP 2 (Awapatents aktnummer 2026192)  
SCIATICA-PC-AU (Awapatents aktnummer 2016072)  
SCIATICA-PC-BR (Awapatents aktnummer 2016083)  
SCIATICA-PC-CA (Awapatents aktnummer 2016075)  
SCIATICA-PC-CN (Awapatents aktnummer 2016099)  
SCIATICA-PC-CZ (Awapatents aktnummer 2016102)  
SCIATICA-PC-EP (Awapatents aktnummer 2016073)  
SCIATICA-PC-HU (Awapatents aktnummer 2016103)  
SCIATICA-PC-JP (Awapatents aktnummer 2016074)  
SCIATICA-PC-MX (Awapatents aktnummer 2016084)  
SCIATICA-PC-NZ (Awapatents aktnummer 2016076)  
SCIATICA-PC-PL (Awapatents aktnummer 2016100)  
SCIATICA-PC-RU (Awapatents aktnummer 2016101)  
SERUMANTIKROPPAR-PC-US (Awapatents aktnummer 2016562)  
SCAR REDUCTION-P-SE (Awapatents aktnummer 2026010)  
SCAR REDUCTION-P-US (Awapatents aktnummer 2026084)  
SCAR-REDUCTION-P-PC (Awapatents aktnummer 21002524)  
LBP - TNF-P-PC (Awapatents aktnummer 2026135)  
WHIPLASH - TNF-P-PC (Awapatents aktnummer 2026136)  
LBP - WHIPLASH-P-PC (Awapatents aktnummer 2026137)  
LBP ANGIOGENES-P-PC (Awapatents aktnummer 2026214)

*Avslutade ärenden:*

SCIATICA1-P-SE (Awapatents aktnummer 2006986 - prioritetsgrundande för 2006986)  
SCIATICA2-P-SE (Awapatents aktnummer 2006987 - prioritetsgrundande för 2006988)  
SCIATICA-P-PC (Awapatents aktnummer 2006988 - till grund för samtliga sciatica-ärenden)  
SCIATICA SERUMANTIKROPPAR-P-SE (Awapatents aktnummer 2005595 - prioritetsgrundande för 2005596)  
SCIATICA SERUMANTIKROPPAR-P-PC (Awapatents aktnummer 2005596 - till grund för 2016562)  
LBP - TNF-P-SE (Awapatents aktnummer 2016114 - prioritetsgrundande för 2026135)  
WHIPLASH - TNF-P-SE (Awapatents aktnummer 2016119 - prioritetsgrundande för 2026136)  
LBP - WHIPLASH-P-SE (Awapatents aktnummer 2016120 - prioritetsgrundande för 2026137)sss  
LBP ANGIOGENES-P-SE (Awapatents aktnummer 2016250 - prioritetsgrundande för 2026214)

Attachment 1

**Patents and patent applications to be transferred from Orthopaedic Research and Development AB to Avstampet no 8119 u n t Sciaticon AB.**

*Issued patents*

- US pat. 6.635.250 Use of certain metalloproteinase inhibitors for treating nerve disorders mediated by nucleus pulposus
- US pat. 6.649.589 Use of certain drugs for treating nerve root injury
- NZ pat. 510.122 Use of certain drugs for treating nerve root injury
- AU pat. (Awapatent file 2016072) Use of certain drugs for treating nerve root injury
- RU pat. (Appl. No 2001111322) Use of certain drugs for treating nerve root injury

*Active applications:*

- SCIATICA 2-P-US-CIP (Awapatent file 2016168)
- SCIATICA 2-P-US-CIP 2 (Awapatent file 2026192)
- SCIATICA-PC-BR (Awapatent file 2016083)
- SCIATICA-PC-CA (Awapatent file 2016075)
- SCIATICA-PC-CN (Awapatent file 2016099)
- SCIATICA-PC-CZ (Awapatent file 2016102)
- SCIATICA-PC-EP (Awapatent file 2016073)
- SCIATICA-PC-HU (Awapatent file 2016103)
- SCIATICA-PC-JP (Awapatent file 2016074)
- SCIATICA-PC-MX (Awapatent file 2016084)
- SCIATICA-PC-PL (Awapatent file 2016100)
- SERUMANTIKROPPAR-PC-US (Awapatent file 2016562)

Awapatent is the patent firm that have handled all applications and patents. Therefore one patent and all applications are simply referred to by their file numbers.

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