

Form P10-1595 (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	
Tab settings ⇄ ⇄ ⇄ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Orthopaedic Research & Development AB</u> Additional name of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Sciaticon AB</u> Internal Address: _____ _____ Street Address: <u>Solhöjdsgratan 15</u> _____ City: <u>Västra Frölunda</u> State: <u>Sweden</u> Zip: <u>SE-42676</u> Additional Name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>May 26, 2004</u>			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) <u>10/225,237</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning this document should be mailed: Name: <u>Kjell Olmarker</u> Internal Address: _____ _____ Street Address: <u>Gustarsgratan 35</u> _____ City: <u>Molndal</u> State: <u>Sweden</u> Zip: <u>SE-43166</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-2228</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Scott A.M. Chambers, Ph.D., Reg. 37,573</u> <u>May 27, 2004</u> Name of Person Signing Signature Date					
Total number of pages including cover sheet, attachments, and documents: <u>16</u>					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into this 26th day of May, 2004 (the "Effective Date"), by and among Orthopaedic Research and Development AB, a corporation organized under the laws of the Kingdom of Sweden, having an organization number 556563-2691, with its principal office in Molndal, Sweden ("ORDAB"), its founders and principal owners Kjell Olmarker ("Olmarker") and Bjorn Rydevik ("Rydevik") (hereinafter collectively referred to as "ASSIGNORS"), and SCIATICON AB, a corporation duly organized under the laws of the Kingdom of Sweden, having an organization number 556656-8480, with its principal office in Vasträ Frohunda, Sweden (hereinafter referred to as "ASSIGNEE").

RECITALS

WHEREAS, ASSIGNORS have or may claim ownership interests in certain patents granted under the laws of the United States, as well as all pending patent applications, including but not limited to those described in Appendix A hereto (collectively, the "Patent Rights"), as well as all related laboratory and clinical records, research and marketing plans and other related Know-How (collectively with the Patent Rights, the "Intellectual Property"); and

WHEREAS, ASSIGNORS desire to absolutely transfer, duly registered with appropriate authorities and assign to ASSIGNEE, all of the right, title and interest of ASSIGNORS in and to the Intellectual Property; and

WHEREAS, in consideration for such completed transfer and assignment (the "Assignment") of the Intellectual Property, ORDAB will receive compensation, pursuant to the Share Transfer and Shareholders Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

1.1 "Closing" shall mean the commencement of the performance of the obligations of the parties pursuant to the terms of this Agreement, which commencement shall occur on the Effective Date.

1.2 "Intellectual Property" shall mean the Know-How and the Patent Rights

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT 
REEL: 014673 FRAME: 0396

1.3 "Know-How" shall mean any and all technical data, information, or knowledge, which relate to the use and application of the Patent Rights.

1.4 "Patent Rights" shall mean all of the following intellectual property:

- (a) the Swedish and foreign patents and/or patent applications listed on Appendix A;
- (b) Swedish and foreign patents that claim priority to those Swedish and foreign patents and/or patent applications listed on Appendix A; and
- (c) Swedish and foreign patents and/or patent applications covering Related Technology which is obtained by any of the Assignors.
- (d) any reissues of Swedish and foreign patents described in (a), (b) or (c) above.

1.5 "Related Technology" shall mean any technology that relates to the treatment of sciatica, lower back pain and whiplash, and related disorders through the application of the technology contemplated by the Patent Rights.

ARTICLE II - TRANSFER AND ASSIGNMENT

2.1 ASSIGNORS hereby sells, grants, bargains and conveys to ASSIGNEE, its successors and assigns, the entire and all rights, titles and interests of ASSIGNOR in and to the Intellectual Property, and any and all improvements thereto, for Sweden and all countries foreign to Sweden in which the Patent Rights are disclosed, including any and all associated rights, title and interests in and to all Letters Patent, or applications therefore, or any continuation, continuation-in-part, division, renewal, substitute, reissue, re-examination or extensions thereof, in Sweden or in any country foreign to Sweden, to be obtained for the discoveries contemplated by the Patent Rights, comprising all related rights of priority arising therefrom, or from the Patent Rights or any applications with respect thereto and from any and all treaties, conventions or agreements and all rights and privileges under any and all forms of Swedish or foreign protection, and which is commensurate with the full term of the granted patent.

2.2 In the event that any of the ASSIGNORS develops any intellectual property related to the Patent Rights (the "Related Technology"), the ASSIGNOR developing such intellectual property shall immediately notify ASSIGNEE and shall transfer and assign such Related Technology to ASSIGNEE.

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT *PMH*
REEL: 014673 FRAME: 0397 *100*

ARTICLE III - COVENANTS OF ASSIGNORS

3.1 ASSIGNORS jointly and severally covenant that ORDAB has full rights, title and interests in and to the discoveries and other information comprising the Intellectual Property and to the best of Assignors knowledge free from any infringement or claim by any person or entity, and ORDAB is free to convey, sell, assign and transfer the entire rights, title and interests in and to the Intellectual Property to ASSIGNEE by means of this Agreement.

3.2 ASSIGNORS jointly and severally covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

3.3 ASSIGNORS jointly and severally covenant that, without additional consideration, ASSIGNORS shall provide to ASSIGNEE, upon the request of ASSIGNEE and without any additional consideration, all pertinent facts and documents relating to the Intellectual Property and Related Technology as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference, litigation or proceeding relating thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Patent Rights as the same shall be necessary or desirable to carry out the intent and purposes of this Agreement.

ARTICLE IV - CONSIDERATION

4.1 ASSIGNEE shall issue to ORDAB, shares evidencing, in the aggregate, forty percent (40%) of the ownership and control of ASSIGNEE pursuant to the Share Transfer and Shareholders Agreement, with such shares to be allocated to ORDAB.

4.2 ASSIGNEE agrees to pay to ORDAB as set forth in the Share Transfer and Shareholders Agreement, to be paid when the transfer of the US Patents:

- *Use of certain metalloproteinase inhibitors for treating nerve disorders mediated by nucleus pulposus* - US Patents 6635250 dd October 21, 2003, and
 - *Use of certain drugs for treating the nerve root injury* - US Patents 6649589 dd November 18, 2003,
- have been filed with the United States Patent and Trademark Office and such filing has been acknowledged by the United States Patent and Trademark Office as having occurred.

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT
REEL: 014673 FRAME: 0398

ARTICLE V - ASSIGNORS REPRESENTATIONS AND WARRANTIES

5.1 ASSIGNORS jointly and severally represent and warrant that:

- (a) They have full power and authority to execute and deliver this Agreement, to make the transfer, assignment and conveyance contemplated by this Agreement, and to perform their obligations under, and to consummate the transactions contemplated by, this Agreement; ASSIGNORS shall deliver to ASSIGNEE evidence of all necessary corporate approvals by ORDAB to authorize the transactions contemplated herein.
- (b) The execution, delivery and performance by ASSIGNORS of this Agreement and the transactions contemplated hereby will not violate any provision of law and will not conflict with, or result in a breach of, any of the terms of, or constitute a default under, any other agreement to which any of the ASSIGNORS is a party or by which any of them is or may be bound.
- (c) To the best of ASSIGNOR'S knowledge, the use, development, improvement, making, marketing and sale of products produced or developed through the application of the Intellectual Property by ASSIGNEE under this Agreement will not infringe any patent, copyright, trade secret or other proprietary right of any third party, and the ASSIGNORS are not aware of any violation of the Duty of Disclosure required by the United States Patent and Trademark Office, except what has been disclosed in Appendix B.
- (d) Other than the rights granted to ASSIGNEE hereunder, ASSIGNORS have not transferred, assigned, pledged, licensed or hypothecated the Patent Rights or any of its rights in the Patent Rights to any third party.

5.2 ASSIGNEE has full power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement.

ARTICLE VI - PATENT PROSECUTION

6.1 During the term of this Agreement, ASSIGNEE at its own cost and expense, shall have the right to prepare, file, prosecute, maintain, and defend any Patent Rights.

6.2 ASSIGNORS and ASSIGNEE shall cooperate with each other and render all reasonable assistance in preparing, filing, prosecuting, maintaining and defending any Patent Rights. At the other's request and expense, each party shall cooperate with the other party in any such matters and shall sign any necessary legal papers and provide the other party with data or other information in support thereof.

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT
REEL: 014673 FRAME: 0399

6.3 ASSIGNORS shall promptly inform ASSIGNEE and ASSIGNEE shall promptly inform ASSIGNORS in writing of any alleged or suspected infringement of the Patent Rights by a third party and of any available evidence thereof.

6.4 ASSIGNEE and ASSIGNORS may jointly undertake the enforcement and/or defense of the Patent Rights by litigation. In such event, costs for such litigation shall be paid by the parties individually. If any recovery or damages are received for past infringement, each party shall be entitled to recoup their reasonable attorney's fees and costs from that recovery or from those damages.

6.5 ASSIGNORS shall at all times during the term of this Agreement and thereafter, jointly and severally indemnify, defend and hold ASSIGNEE, its trustees, officers, employees and affiliates, harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, arising from any claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any breach of this Agreement by ASSIGNORS or from the untruth or incorrectness, in whole or in part, of any representation or warranty made by ASSIGNORS

ARTICLE VII - NOTICES AND OTHER COMMUNICATIONS

7.1 Any notice or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified first class mail, postage prepaid, addressed to it at its address below or as it shall designate by written notice given to the other party:

In the case of ASSIGNORS:

ORDAB (556563-2691)
Gustavsgatan 35, 431 66 Molndal

In the case of ASSIGNEE:

SCIATICON AB (556656-8480)
Solhojdsatan 15, 426 76 Vastra Frolunda

ARTICLE VIII- MISCELLANEOUS

8.1 Each party's obligations under this Agreement are subject to the satisfaction, on or prior to the Closing, of execution and delivery of the Share transfer and Shareholders agreement.

8.2 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the Kingdom of Sweden, except that questions affecting the

This document is working material issued only for the benefit of SCIATICON AB or as attorney-client privileged material

construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

8.3 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and supersedes all pre-existing Agreements between such parties pertaining to the subject matter hereof. Any representation, promise, or condition pertaining to the subject matter hereof not incorporated herein shall not be binding upon any party. This Agreement shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.4 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

8.5 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.6 This Agreement shall be deemed to have been written and prepared by both parties on an equal basis and to the same extent for all terms and provisions set forth herein.

* * * * *

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material


PATENT
REEL: 014673 FRAME: 0401

OK Rf
KO

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed and delivered this Agreement as of the date first written above.

ASSIGNORS:

ORTHOPAEDIC RESEARCH AND DEVELOPMENT AB

By: 
Name: Kjell Olmarker
Title: CEO

KJELL OLMARKER


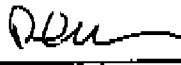


BJORN RYDEVIK



ASSIGNEE:

SCIATICON AB

By:  
Name: Erik Carlsson Peter Morsing
Title: VP CO

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

APPENDIX A**Patent Rights**

1. Use of Certain metalloproteinase inhibitors for treating nerve disorders mediated by nucleus pulposus – US Patents 6635250 dd October 21, 2003.
2. Use of Certain drugs for Treating Nerve Root Injury – US Patents 6649589 dd November 18, 2003.
3. Use of Certain drugs for Treating Nerve Root Injury – NZ Patents 510.122 dd September 8, 2003
4. Use of Certain drugs for Treating Nerve Root Injury – AU Patents 772036 dd February 24, 2004
5. Use of Certain drugs for Treating Nerve Root Injury – RU Patents 2001111322 dd February 24, 2004
6. Use of Certain drugs for Treating Nerve Root Injury – US Patent application 09/826893
7. Use of Certain drugs for Treating Nerve Root Injury – US Patent application 10/225237
8. Use of Certain drugs for Treating Nerve Root Injury – BR Patent application PI 9913926
9. Use of Certain drugs for Treating Nerve Root Injury – CA Patent application 2342200
10. Use of Certain drugs for Treating Nerve Root Injury – CN Patent application PP813548.8
11. Use of Certain drugs for Treating Nerve Root Injury – CZ Patent application PV 2001983
12. Use of Certain drugs for Treating Nerve Root Injury – EP Patent application 99952857.3
13. Use of Certain drugs for Treating Nerve Root Injury – HU Patent application P 01 03839
14. Use of Certain drugs for Treating Nerve Root Injury – JP Patent application 2000-571927
15. Use of Certain drugs for Treating Nerve Root Injury – MX Patent application 2001-002737
16. Use of Certain drugs for Treating Nerve Root Injury – PL Patent application P347469
17. Antibodies to nucleus pulposus in disc herniation, diagnostic kit, medical preparations and treatment – US Patent application 09/980784

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT
REEL: 014673 FRAME: 0403

RM
EC

APPENDIX B

"Executive summary" regarding the timing of patent applications by Tobinick and Olmarker/Rydevik.

1998

- 25 Sept 98** First Swedish patent application by Olmarker/Rydevik. Monoclonal antibodies are mentioned in the text and in an experiment.
- 28 Sept 98** Olmarker presents data in Japan regarding TNF-inhibition and the potential use of metalloproteinase inhibitors and monoclonal antibodies for sciatica.
- 1 Dec 98** Publication in the American scientific journal Spine from Olmarker that describes TNF-inhibition by metalloproteinase inhibitors and monoclonal antibodies and its potential use for sciatica.
- 29 Oct 98** Second patent application by Olmarker/Rydevik with a large number of substances mentioned in the claims but still not monoclonal antibodies or soluble receptors.

1999

- 24 Feb 99** Tobinicks first application. It is later abandoned but it provides priority for the following applications.
- 23 Mars 99** Tobinick (6,015,557). This application mentions treatment of disc herniation (?) and has infliximab (monoclonal antibody) and etanercept (soluble receptor) in the claims. However, sciatica is not mentioned and there are no examples or documentation that these drugs would actually work in the way intended.
- 23 Sept 99** PCT application Olmarker/Rydevik (WO 00/18409) with priority from Sept -98 and Oct -98 with monoclonal antibodies and soluble receptors in the claims. This PCT forms the basis for the 2 issued patents in USA:
- 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
- 31 Dec 99** Tobinick (6,177,077). Mentions a number of substances but does not include disc herniation or sciatica. TNF is spelled TNT in the title.

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT
REEL: 014673 FRAME: 0404

PM 12
K

2000

- 2 May 00 Tobinick (6,471,961). Describes inhibition of interleukins. Based on work by the German scientist Peter Wehling this application should not have been issued.
- 5 Sep 00 Tobinick (6,419,934). This one is about viral infections.
- 19 Sep 00 Tobinick (6,428,787). This one is about retinal injuries
- 11 Dec 00 Tobinick (6,379,666). Cont. of the retinal injuries.

2001

- 17 Jan 01 Three US-applications are filed based on the PCT application Sept 23 1999. One application is a "duplicate" of Tobinicks application 6,015,557 with respect to sciatica, i.e. it describes treatment of sciatica using infliximab and etanercept. This application was intended to be used for an interference trial but was abandoned since A+ Science Invest AB gave up the idea of interference due to economical reasons. The other 2 applications were later issued as indicated above.

Summary:

Tobinick may have mentioned infliximab and etanercept in the US before Olmarker/Rydevik but since this application should never have been issued due to the presentation in Japan and the publication in Spine, and since Olmarker/Rydevik have priority from Sept -98 and Oct -98, his case is weak. Also he never actually discusses the treatment of sciatica in the application 6,015,557. Instead his wording indicates that he is actually tempting to treat the disc herniation per se and not the symptom sciatica. One could argue that since the patent describes neurological conditions one may look for a neurological condition related to disc herniation and that would be sciatica. However, the claims only describe, "treating herniated discs" (claim 6) which makes his position regarding treatment of sciatica weak.

In his next application (6,177,077) he forgets to mention disc herniation. Since this is a more or less a copy of the previous application this should have been included. Even though this is a CIP from the previous application he has chosen to take out disc herniation, which is not logic if this is something he is now commercialising and claims that he has invented. This application was filed before he heard about our research and clearly demonstrates that our research has provided the idea for the actual use of TNF-inhibition for sciatica, something that was only included in the previous application along with a large number of neurological conditions.

In September 1999 we file a PCT-application with priority from Sept-98 and Oct-98 with monoclonal antibodies (such as infliximab) and soluble receptors (such as etanercept). Since the two issued American patents have priority from this application we protect TNF-inhibition for the treatment of sciatica and probably also similar conditions such as cervical rhizopathies, low back pain, and Whiplash associated disorders. Nothing filed by Tobinick in this field after Sept 28 1998 would win in court as I see it. However, the problem is that the patents have actually been issued which, of course, must result in some kind of legal process.

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

Items that point in our way in case of a trial:

- There was a presentation and a publication preceding Tobinicks first filing that should have blocked the issue of the first patent 6,015,577.
- Tobinick does not actually describe treatment of sciatica but the use of TNF-inhibition to remove or reduce the herniated disc tissue.
- We have a 6-month priority over Tobinick.
- We have documents demonstrating that I knew about monoclonal antibodies and soluble receptors before the filing of Tobinick.
- There are no data in Tobinicks patents. They are only hypothetical. He even describe the use of TNF-inhibitors for multiple sclerosis, something that was already tried and had shown discouraging results at the time of filing. This indicates that Tobinick just listed a number of neurological conditions but without actual results ort experiments describing the efficacy.
- In Tobinicks second patent he did not include "disc herniation". If you claim that you have invented the use of TNF-inhibition for the treatment of sciatica you would 1) have called the condition sciatica and not disc herniation, 2) not taken out the condition in the follow-up application. This clearly indicates that Tobinick did not have the knowledge that TNF-inhibition in fact could be used for the treatment of sciatica until he heard about our research.

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT
REEL: 014673 FRAME 0406

*PM 14
K0*

TOBINICK'S U.S. PATENTS AND U.S. PATENT APPLICATIONS,
LISTING UPDATED OCTOBER 31, 2002

Application No.	Filing date	Title	Status and comments
09/256,388	February 24, 1999	?	Abandoned.
09/275,070	March 23, 1999	Tumor necrosis factor antagonists for the treatment of neurological disorders "Tobinick 1"	CIP of 09/256,388. United states patent No. 6,015,557 was granted January 18, 2000.
09/476,643	December 31, 1999	TNT inhibitors for the treatment of neurological disorders "Tobinick 2"	CIP of 09/275,070. United states patent No. 6,177,077 was granted January 23, 2001.
09/563,651	May 2, 2000	Interleukin antagonists for the treatment of neurological, retinal and muscular disorders "Tobinick 8"	CIP of 09/476,643 (no related US application data is given in the patent). United states patent No. 6,471,961 was granted October 29, 2002.
09/654,996	September 5, 2000	TNF modulators for treating neurological disorders associated with viral infection "Tobinick 4"	CIP of 09/563,651. United states patent No. 6,419,934 was granted July 16, 2002.
09/665,529	September 19, 2000	TNF inhibitors for the treatment of retinal disorders	Divisional of 09/476,643. United states patent No. 6,428,787 was granted August 6, 2002.

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT
 REEL: 014673 FRAME: 0407

*DM 14
KO*

		"Tobinick 7"	
09/666,068	December 11, 2000	TNF inhibitors for the treatment of neurological, retinal and muscular disorders "Tobinick 3"	Divisional of 09/476,643. United states patent No. 6,379,666 was granted April 30, 2002.
09/749,189	December 27, 2000	Cytokine antagonists for the treatment of sensorineural hearing loss "Tobinick 6"	CIP of 09/654,996. The application was published June 21, 2001 under publication No. 2001-004456. United states patent No. 6,423,321 was granted July 23, 2002.
09/826,976	April 5, 2001	Cytokine antagonists for the treatment of localized disorders "Tobinick 5"	CIP of 09/563,651. The application was published August 23, 2001 under publication No. 2001-016195. United states patent No. 6,419,944 was granted July 16, 2002.
09/841,844	April 24, 2001	Cytokine antagonists for the treatment of localized disorders	CIP of 09/826,976. Application, published October 4, 2001 under publication No. 2001-026801.
10/152,476	May 23, 2002	Interleukin antagonists for the treatment of neurological, retinal and muscular disorders	Division of 09/563,651. Application, published September 19, 2002 under publication No. 2002-0131954.
10/152,477	May 23, 2002	Interleukin antagonists for the treatment of neurological, retinal and muscular disorders	Division of 09/563,651. Application, published September 19, 2002 under publication No. 2002-0131955.

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT
REEL: 014673 FRAME: 0408

Patent
Kv

Tobinick also has the following U.S. patents, although these do not seem relevant:

- 6,217,572 Apparatus and method employing lasers for removal of hair
- 6,168,589 Apparatus and method employing a single laser for removal of hair
- 6,165,171 Apparatus and method employing lasers for removal of hair
- 6,149,645 Apparatus and method employing lasers for removal of hair
- 6,080,147 Method of employing a flash lamp for removal of hair, veins and capillaries

This document is working material issued only for the benefit of SCIATICON AB or as attorney client privileged material

PATENT
REEL: 014673 FRAME: 0409

PM RT
K

PATENT APPLICATIONS IN OTHER COUNTRIES

Application No.	Filing date	Status and comments
WO 00/50079 (PCT/US00/01148)	January 17, 2000	Priority from February 24, 1999 (US 09/256,388) and March 23, 1999 (US 09/275,070). Time limit for national filings: August 24, 2001 (or September 24, 2001).
WO 01/49321 (PCT/US00/35464)	December 28, 2000	Priority from December 31, 1999 (US 09/476,643 – however this application is a CIP so the priority or part of the priority may be questionable). Time limit for national filings: June 31, 2002 (or July 31, 2002).
EP 1 161 260	September 24, 2001	Regional stage of WO00/50079. Renewal fee was paid in January 2002.
AU 200026161	?	National stage of WO00/50079 – however, already during the international stage the application is given an Australian application number, so the national stage is not necessarily entered.
AU 200126043	?	National stage of WO 01/49321 – however, already during the international stage the application is given an Australian application number, so the national stage is not necessarily entered.

There may be other applications not appearing in the databases that have been searched.

This document is working material issued only for the benefit of SCIATICON AB or its attorney client privileged material