

FORM PTO-1595 (Rev. 06/04)  
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U.S. DEPARTMENT OF COMMERCE  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
Jeffrey D. Watkins

Execution Date(s) 01/24/05

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

**2. Name and address of receiving party(ies):**

Name: Cell Matrix, Inc.

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

Street Address: 2110 Rutherford Road

City: Carlsbad

State: California

Country USA

Zip 92008

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application number(s) or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s) 10/011,250

B. Patent No.(s): \_\_\_\_\_

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Jeffrey W. Guise

Internal Address: Wilson Sonsini Goodrich & Rosati

Street Address: 650 Page Mill Road

City: Palo Alto

State: CA Zip: 94304-1050

Phone Number: (650) 493-9300

Fax Number: (650) 493-6811

Email Address: jguise@wsgr.com

Atty Docket No.: 30797-711.501

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

B. Deposit account number: 23-2415

Authorized User Name Wilson Sonsini Goodrich & Rosati

**9. Signature.**

Ardith Chang  
Signature

3/16/05  
Date

Ardith Chang - Reg. No. 47,482

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PTO/SB/15 (8-96)

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ASSIGNMENT OF APPLICATION

Docket Number 30797-711.501

Whereas, the undersigned:

1. Jeffrey D. Watkins  
3442 Fortuna Ranch Road  
Ehrenitas, CA 92024

2.

3.

4.

hereinafter termed "Inventors", have invented certain new and useful improvements in

HUMANIZED COLLAGEN ANTIBODIES AND RELATED METHODS

- for which an application for United States Patent was filed on December 6, 2001, Application No. 10/011,250.
- for which a United States Patent issued on \_\_\_, U.S. Patent No. \_\_\_.

WHEREAS, Cell-Matrix, Inc., a corporation of the State of Nevada, having a place of business at 2110 Rutherford Road, Carlsbad, California, 92008, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives; and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 24-JAN-2005 *Jeffrey D. Watkins*  
Jeffrey D. Watkins

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ALL PURPOSE ACKNOWLEDGEMENT

State of California

County of San Diego

On January 24th, 2004, before me, Notary Public, personally appeared Jeffry B. Watkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Peggy A. Kelly
Signature of Notary



(Seal of Notary)