

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<div>1. Name of conveying party(ies)/Execution Date(s):  FRESENIUS AG  Execution Date(s): February 16, 2005 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	<div>2. Name and address of receiving party(ies)  FRESENIUS HEMOCARE DEUTSCHLAND GMBH Name: _____ Internal Address: _____ Street Address: _____  ELSE-KROENER-STR. 1  City: 61352 BAD HOMBURG State: _____ Country: Germany Zip: _____ Additional name(s) &amp; address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>
<div>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"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____</div>	<div>4. Application or patent number(s): A. Patent Application No.(s)  B. Patent No.(s) 4,969,873 5,722,957 5,836,915 5,085,656 5,766,150 5,336,194 5,814,019 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> This document is being filed together with a new application.</div>
<div>5. Name and address to whom correspondence concerning document should be mailed: Name: Stephen B. Goldman LERNER, DAVID, LITTENBERG, KRUMHOLZ &amp; MENTLIK, LLP Internal Address: Atty. Dkt.: Street Address: 600 South Avenue West  City: Westfield State: NJ Zip: 07090 Phone Number: (908) 518-6333 Fax Number: (908) 654-7866 Email Address: sgoldman@ldlkm.com</div>	<div>6. Total number of applications and patents involved: 7  7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 280.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)  8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number 12-1095 Authorized User Name Stephen B. Goldman</div>
<div>9. Signature: _____ Signature Stephen B. Goldman - 28,512 Name of Person Signing Date April 6, 2005 Total number of pages including cover sheet, attachments, and documents: 8</div>	

CH \$280.00 12-1095 4969873

**ASSIGNMENT**

This is a confirmatory Assignment (i) by and between FRESenius AG ("FRESenius AG"), a business formed under the laws of Germany, having a place of business at Else-Kroner-Strasse 1, 61352 Bad Homburg, Germany, and FRESenius HEMOCARE DEUTSCHLAND GMBH ("FRESenius HEMOCARE"), a business formed under the laws of Germany, having a place of business at Else-Kroener-Str. 1, 61352 Bad Homburg, Germany; and (ii) by and between FRESenius HEMOCARE and INTERCEPT BIOMEDICAL (BVI) LIMITED ("INTERCEPT"), a business formed under the laws of the British Virgin Islands, having a business address at c/o HWR Services Limited, P.O. Box 71, Road Town, Tortola, British Virgin Islands.

WHEREAS, pursuant to a June 8, 1999 Asset Transfer Agreement ("June 8, 1999 Asset Transfer Agreement"), FRESenius AG, as Assignor and owner, has transferred all of its rights, titles, and interest in and to the patents and patent applications identified in Schedule A annexed hereto, including all originals, divisionals, continuations, reexaminations, substitutes, or reissue applications and patents applied for or granted thereon in any country throughout the world and including the inventions disclosed therein and any patents that may be or are granted thereon in any country throughout the world (the "Rights"), all to FRESenius HEMOCARE as Assignee;

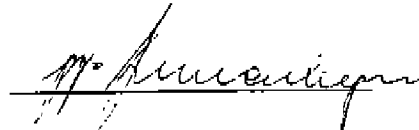
WHEREAS, pursuant to a December 29, 2004 Assignment ("December 29, 2004 Assignment"), FRESenius HEMOCARE, as Assignor and owner, has subsequently transferred all of its rights, titles, and interests in and to the aforesaid patents and patent applications identified in Schedule A, including the inventions disclosed therein and any patents that may be or are granted thereon in any country throughout the world, all to INTERCEPT as Assignee; and

WHEREAS, the parties desire to provide this Assignment in implementation of and confirmation of the transfer of all of their rights in, title to, interest in and ownership of the aforesaid patents and patent applications identified in Schedule A, including the inventions disclosed therein and any patents that may be or are granted thereon in any country throughout the world, all to INTERCEPT.

NOW THEREFORE, for three hundred dollars (\$300.00) and other good and valuable consideration, the receipt of which is acknowledged by FRESINIUS AG and FRESINIUS HEMOCARE, FRESINIUS AG and FRESINIUS HEMOCARE hereby confirm (i) the aforesaid June 8, 1999 Asset Transfer Agreement transferring and assigning all of the Rights from FRESINIUS AG to FRESINIUS HEMOCARE, and (ii) the aforesaid December 29, 2004 Assignment subsequently transferring and assigning all of the following rights and properties from FRESINIUS HEMOCARE to INTERCEPT; and FRESINIUS AG and FRESINIUS HEMOCARE do hereby assign, transfer and set over to INTERCEPT, all of the rights, titles, and interests in and to said Rights, together with all claims for damages by reason of any past, present or future infringements of said Rights, with the right to sue for and collect the same for INTERCEPT's own use and behalf, and those in authority in all countries throughout the world are hereby authorized and requested to issue all patents on said Rights (to the extent permissible) to INTERCEPT as assignee of the entire interest therein, and to record this assignment as evidence of the transfer and ownership of the aforesaid Rights in the name of INTERCEPT; and FRESINIUS AG and FRESINIUS HEMOCARE do hereby agree without further remuneration, to sign all lawful papers, make all rightful oaths, and to do generally everything necessary to aid INTERCEPT, its successors, assigns and nominees to obtain patent protection for said Rights throughout the world, the expenses incident to said inventions and said patent applications to be borne and paid by INTERCEPT; FRESINIUS AG and FRESINIUS HEMOCARE do hereby further agree without further remuneration, to take any measures requested, to sign all lawful papers, make all rightful oaths, to execute any and all assignments and to do generally everything necessary to aid INTERCEPT, its successors, assigns and nominees, in the effectuation and recordation of this assignment and the transfer and ownership of the aforesaid inventions, patents and patent applications in the name of INTERCEPT, in any and all countries throughout the world as deemed necessary by INTERCEPT with costs and expenses incident to said effectuations to be born and paid by INTERCEPT.

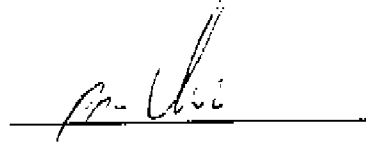
This Assignment shall be governed by German law. In the case of conflict between this Assignment and the Asset Transfer Agreement between FRESINIUS HEMOCARE and INTERCEPT, the Asset Transfer Agreement shall prevail.

FRESENIUS AG



Name: Dr. Dietmar Blumenhagen

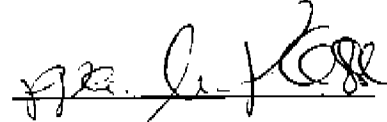
Title: Prokurist



Name: Dr. Karl-Dieter Schwab

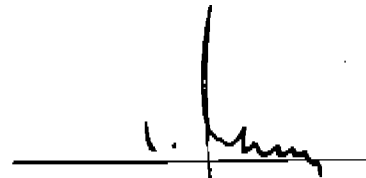
Title: Prokurist

FRESENIUS HEMOCARE  
DEUTSCHLAND GMBH



Name: Ulrike Plesse

Title: Prokurist



Name: Klaus Mokros

Title: Managing Director

INTERCEPT BIOMEDICAL  
(BVI) LIMITED



Name: LEO EDEN

Title: Chairman

**No. 93 of the deed register for 2005**

Upon inquiry by the Notary, whether she or any member of the partners or associates had acted in the matter which is the subject of the foregoing document except in a notarial capacity, the Appearers replied in the negative.

I hereby certify, that the above are the true signatures, subscribed in my presence, of

1. Mr. Dietmar Blumenhagen, born September 3<sup>rd</sup>, 1953

2. Mr. Karl-Dieter Schwab, born August 1<sup>st</sup>, 1952,

- both personally known to me -

business address of both: Fresenius AG, Else-Kröner-Straße 1,

D – 61352 Bad Homburg v.d.Höhe,

acting not in their own name, but in their capacity as holders of special procura (Prokuristen) of the public company Fresenius AG, Else-Kröner-Straße 1, D – 61352 Bad Homburg v.d.Höhe

Through inspection of the Commercial Register of the Court of Bad Homburg, No. HRB 2617, I ascertain the right of representation of Mr. Dietmar Blumenhagen and Mr. Karl-Dieter Schwab being the holders of special procura (Prokuristen) of the above mentioned German public company.

3. Mrs. Ulrike Plesse, born March 28<sup>th</sup>, 1956,

4. Mr. Klaus Mokros, born April 24<sup>th</sup>, 1947

- both personally known to me -

business address of both: Fresenius Hemocare Deutschland GmbH, Else-Kröner-Straße 1,

D – 61352 Bad Homburg v.d.Höhe,

acting not in their own name, but in their capacity as holder of special procura (Prokuristin) and Managing Director of the public company Fresenius Hemocare Deutschland GmbH, Else-Kröner-Straße 1, D – 61352 Bad Homburg,

Through inspection of the Commercial Register of the Court of Bad Homburg, No. HRB 6710, I ascertain the right of representation of Mrs. Ulrike Plesse, being the holder of special procura and Mr. Klaus Mokros being the Managing Director of the above mentioned German public company.

Bad Homburg, February 16<sup>th</sup>, 2005

  
Christina Türck

- Notary -

## 1.1.1 VIP30 Intellectual Property

## Patents and Patent-Applications

#	Patent Ref.-Name	Country	Status	Filing Date	Expiration Date	Publ.No	Patent No
1	Ring-like Septum	AT	granted	23/ Jun/ 1988	23/ Jun/ 2008	391416	391416
2	Ring-like Septum	DE	granted	15/ Jun/ 1989	15/ Jun/ 2009	58904 179.7-08	58904179
3	Ring-like Septum	FR	granted	15/ Jun/ 1989	15/ Jun/ 2009	0347743	0347743
4	Ring-like Septum	GB	granted	15/ Jun/ 1989	15/ Jun/ 2009	0347743	0347743
5	Ring-like Septum	IT	granted	15/ Jun/ 1989	15/ Jun/ 2009	0347743	0347743
6	Ring-like Septum	JP	granted	23/ Jun/ 1989	23/ Jun/ 2009	2-46867	0347743
7	Ring-like Septum	US	granted	22/ Jun/ 1989	22/ Jun/ 2009	4969873	2951970
8	Dosage Device	DE	granted	7/ May/ 1990	7/ May/ 2010	59009462.9-06	4969873
9	Dosage Device	FR	granted	7/ May/ 1990	7/ May/ 2010	0401515	59009462
10	Dosage Device	GB	granted	7/ May/ 1990	7/ May/ 2010	0401515	0401515
11	Dosage Device	JP	granted	9/ May/ 1990	9/ May/ 2010	31.877	0401515
12	Dosage Device	US	granted	9/ May/ 1990	9/ May/ 2010	5085656	3185689
13	Ring-slot filler	AT	granted	24/ Jul/ 1993	24/ Jul/ 2013	0582163	5085656
14	Ring-slot filler	DE	granted	24/ Jul/ 1993	24/ Jul/ 2013	59307315.0-08	0582163
15	Ring-slot filler	FR	granted	24/ Jul/ 1993	24/ Jul/ 2013	0582163	59307315.0
16	Ring-slot filler	GB	granted	24/ Jul/ 1993	24/ Jul/ 2013	0582163	0582163
17	Ring-slot filler	IT	granted	24/ Jul/ 1993	24/ Jul/ 2013	0582163	0582163
18	Ring-slot filler	JP	Notice of Allowance	21/ Jul/ 1993	21/ Jul/ 2013	6-86828	0582163
19	Ring-slot filler	US	granted	27/ Jul/ 1993	27/ Jul/ 2013	5336194	5336194
20	Over-pressure Valve	DE	granted	13/ Oct/ 1994	13/ Oct/ 2014	4436540	4436540
21	Double Connection	DE	granted	16/ Sep/ 1994	16/ Sep/ 2014	4432991	4432991
22	Double Connection	DE+	granted	17/ Sep/ 1995	17/ Sep/ 2015	0701831	59504201.5
23	Double Connection	ES	granted	17/ Sep/ 1995	17/ Sep/ 2015	0701831	0701831
24	Double Connection	GB	granted	17/ Sep/ 1995	17/ Sep/ 2015	0701831	0701831
25	Double Connection	IT	granted	17/ Sep/ 1995	17/ Sep/ 2015	0701831	0701831
26	Double Connection	JP	laid open	18/ Sep/ 1995	18/ Sep/ 2015	8-224301	0701831
27	Double Connection	US	granted	18/ Sep/ 1995	18/ Sep/ 2015	5836915	5836915
28	Catheter Attachment	DE	granted	12/ Oct/ 1994	12/ Oct/ 2014	4436350	4436350

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29	Catheter Attachment	DE+	granted	30/ Sep/ 1995	30/ Sep/ 2015	0706805	59504209.0
30	Catheter Attachment	ES	granted	30/ Sep/ 1995	30/ Sep/ 2015	0706805	0706805
31	Catheter Attachment	FR	granted	30/ Sep/ 1995	30/ Sep/ 2015	0706805	0706805
32	Catheter Attachment	GB	granted	30/ Sep/ 1995	30/ Sep/ 2015	0706805	0706805
33	Catheter Attachment	IT	granted	30/ Sep/ 1995	30/ Sep/ 2015	0706805	0706805
34	Catheter Attachment	JP	laid open	12/ Oct/ 1995	12/ Oct/ 2015	317973/95	
35	Catheter Attachment	US	filed	6/ Oct/ 1995			19509632
36	Hexafluorbutane II	DE	granted	17/ Mar/ 1995	17/ Mar/ 2015	19509632	0732112
37	Hexafluorbutane II	DE+	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732112	0732112
38	Hexafluorbutane II	ES	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732112	0732112
39	Hexafluorbutane II	FR	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732112	0732112
40	Hexafluorbutane II	GB	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732112	0732112
41	Hexafluorbutane II	IT	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732112	0732112
42	Hexafluorbutane II	JP	laid open	18/ Mar/ 1996	18/ Mar/ 2016	8-266620	
43	Hexafluorbutane II	US	granted	15/ Mar/ 1996	15/ Mar/ 2016	5722957	5722957
44	Barrierfilm II	DE	granted	17/ Mar/ 1995	17/ Mar/ 2015	19509634	19509634
45	Barrierfilm II	DE+	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732113	0732113
46	Barrierfilm II	ES	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732113	0732113
47	Barrierfilm II	FR	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732113	0732113
48	Barrierfilm II	GB	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732113	0732113
49	Barrierfilm II	IT	granted	13/ Mar/ 1996	13/ Mar/ 2016	0732113	0732113
50	Barrierfilm II	JP	laid open	18/ Mar/ 1996	18/ Mar/ 2016	8-257140	
51	Barrierfilm II	US	granted	15/ Mar/ 1996	15/ Mar/ 2016	5814019	5814019
52	Pressure Gas Cushion	DE	granted	7/ May/ 1996	7/ May/ 2016	59607914.1-08	59607914.1-08
53	Pressure Gas Cushion	FR	granted	7/ May/ 1996	7/ May/ 2016	0742025	0742025
54	Pressure Gas Cushion	GB	granted	7/ May/ 1996	7/ May/ 2016	0742025	0742025
55	Pressure Gas Cushion	JP	laid open	10/ May/ 1996	10/ May/ 2016	9-10305	
56	Pressure Gas Cushion	US	granted	10/ May/ 1996	10/ May/ 2016	5766150	5766150
57	Filling Aid	DE	granted	29/ May/ 1998	29/ May/ 2018	19824016	19824016
58	Filling Aid	EP	examination	27/ May/ 1999	27/ May/ 2019	0960626	
58	Filling Aid	JP	laid open	27/ May/ 1999	27/ May/ 2019	11-347119	
59	Filling Aid	US	filed	28/ May/ 1999	28/ May/ 2019		6730060

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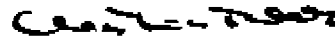
**No. 102 of the deed register for 2005**

Upon inquiry by the Notary, whether she or any member of the partners or associates had acted in the matter which is the subject of the foregoing document except in a notarial capacity, the Appearer replied in the negative.

I hereby certify, that the above is the true signature, subscribed in my presence of

Mr. Prof. Dr. Klaus-Gerd Lederer, born August 29<sup>th</sup>, 1948,  
address: 1736 Persimmon Drive, Naples, Florida, USA  
personally known to me.

Bad Homburg, February 16<sup>th</sup>, 2005



Christina Türck

- Notary -