



02-09-2006



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PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): Paul E. Kosnik Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Tissue Genesis Incorporated</u> Internal Address: _____ Street Address: _____ 677 Ala Moana Blvd. Suite 1100 City: <u>Honolulu</u> State: <u>Hawaii</u> Country: <u>United States of America</u> Zip: <u>96813</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>August 22, 2005</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	
4. Application or patent number(s): A. Patent Application No.(s) <u>11/063,599</u> 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. B. Patent No.(s) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>James W. Brady, Jr.</u> <u>DICKSTEIN SHAPIRO MORIN & OSHINSKY</u> <u>LLP</u> Internal Address: <u>Atty. Dkt.: B4527.0006/P006-A</u> Street Address: <u>2101 L Street NW</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037-1526</u> Phone Number: <u>(202) 775-4786</u> Fax Number: <u>(202) 887-0689</u> Email Address: <u>BradyJ@DSMO.com</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature: _____ Signature <u>James W. Brady, Jr. - 32,115</u> Name of Person Signing	8. Payment Information a. Credit Card Last 4 Numbers <u>1002</u> Expiration Date <u>01/07</u> b. Deposit Account Number _____ Authorized User Name _____ Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>

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PATENT

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PATENT ASSIGNMENT



This Patent Assignment ("Agreement") is entered into as of August 22, 2005 ("Effective Date") by and between Tissue Genesis Incorporated ("TGI") a Hawai'i corporation with offices at 677 Ala Moana Blvd., Suite 1100, Honolulu, Hawaii 96813, U.S.A. and Paul Kosnik ("Assignor"), a citizen of the United States.

Whereas, Assignor has, along with his co-inventors, made inventions claimed in the attached Assigned Patent Application Exhibit ("Patents") for which Assignor has executed application papers for U.S. patents thereon, previous filed; and

Whereas, TGI is desirous of acquiring the exclusive right, title and interest in and to said inventions and in and to the Letters Patent to be granted and issued therefor in the United States of America and its territories and possessions, and all countries foreign thereto.

Now therefore, the parties hereto agree as follows:

1 Assignment

For a valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to TGI, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Patents to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. Upon TGI's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of TGI in and to the Patents.

2. General

a. TGI may assign its rights or obligations under this Agreement without the prior consent of the Assignors. This Agreement shall bind and inure to the benefit of TGI and its successors and assigns.

b. No failure or delay by either party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this Agreement.

c. The prevailing party in any legal action arising out of, or related to this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred in such action, including court costs and reasonable attorney's fees.

d. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Hawaii, USA (excluding its conflict of laws provisions). Honolulu County, Hawaii shall be the appropriate venue and jurisdiction for the resolution of disputes hereunder.

e. In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement. The captions of sections herein are intended for convenience only, and the same shall not be interpretive of the content of such section.

f. The terms and conditions of this Agreement may not be superseded, modified, or amended except in writing which states that it is such a modification, and is signed by an authorized representative of each party

hereto. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the order by its express terms.

g. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and supersede and replace all prior or contemporaneous agreements, written or oral, regarding such subject matter.

Accepted and Agreed:

Tissue Genesis Incorporated

By: Anton C. Krucky
signature of authorized representative

Anton C. Krucky
printed name

President and CEO
title

Assignor

Paul Kosnik
Paul Kosnik

State of Hawaii)
County of Honolulu) ss.

On this 22 day of April, 2005, before me, _____, a Notary Public, personally appeared Paul Kosnik, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person/s whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, 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.

Craig L. LaVigna
My Commission Expires: 9/14/06

NOTARY PUBLIC

PATENT ASSIGNMENT AGREEMENT
Assigned Patent Application Exhibit



U.S. Patent Applications

10/109,712 Automated Bioculture and Bioculture Experiment System
Filed April 1, 2003

11/063,599 Automated Bioculture and Bioculture Experiment System
Filed February 25, 2005