

02-17-2006



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FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Samuel Weiss (executed August 17, 1995)
Brent A. Reynolds (executed August 17, 1995)
Joseph P. Hammang (executed September 20, 1995)
E. Edward Baetge (executed September 29, 2005)

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

2. Name and address of receiving party(ies)

Name: NeuroSpheres Ltd.
Street Address: 33 HM, 3330 Hospital Drive, N.W.
Calgary, Alberta, CANADA T2N 4N1

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

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):

10/199,918 filed July 19, 2002
10/199,830 filed July 19, 2002
10/199,189 filed July 19, 2002

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ivor R. Elrifi
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [3]

7. Total fee (37 CFR 3.41)

\$120.00

☒ Enclosed
☒ The Commissioner is authorized to charge Deposit Account
No: 50-0311, Reference No. 17810-705

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 copy of the original document.

Christina K Stock, Reg. No. 45,899

Signature

2/13/06
February 13, 2006

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet info 81-501-0021

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Director, U.S Patent & Trademark Office

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02/16/2006 LMUELLER 00000195 10199918

120.00 DP

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) Samuel WEISS, (2) Brent A. REYNOLDS,
(3) Joseph P. HAMMANG, (4) E. Edward BAETGE,
(hereinafter termed "Inventors"), residents of

(1) Calgary, (2) Calgary,
(3) Barrington, (4) Barrington,
respectively, Counties of

(1) _____, (2) _____,
(3) _____, (4) _____,
respectively, States of

(1) Alberta, CANADA, (2) Alberta, CANADA,
(3) Rhode Island, (4) Rhode Island,
respectively, have invented certain new and useful improvements in

In Vitro and In Vivo Proliferation and Use of Multipotent Neural Stem Cells and their Progeny

and have executed an application for a United States patent disclosing and identifying the invention; and having Serial No. 08/486,313 and filing date of 7 June 1995; and

WHEREAS, Neurospheres Ltd.

a corporation of CANADA, having a place of business at 33 HM, 3330 Hospital Drive, N.W., Calgary, Alberta, CANADA, T2N 4N1, (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 division, substitution, or continuation 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 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, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date:

17/8/95

X(1)

Samuel WEISS

County of

PROVINCE
~~State~~ of ALBERTA, CANADA

,)
) ss.
,)

On this 17TH day of AUGUST, in the year 1995, before me the undersigned Notary Public, personally appeared (1) Samuel Weiss, known to me, ~~proved to me on the basis of satisfactory evidence~~, to be the person whose name is subscribed to the within instrument, and acknowledged that ~~he~~/he executed the same.

(Notary Public)
MARTIN KRATZ, NOTARY PUBLIC IN AND FOR THE
PROVINCE OF ALBERTA
MY COMMISSION DOES NOT EXPIRE

Date:

17/8/95

X(2)

Brent A. REYNOLDS

County of

PROVINCE
~~State~~ of

,)
) ss.
,)

On this 17TH day of AUGUST, in the year 1995, before me the undersigned Notary Public, personally appeared (2) Brent A. Reynolds, known to me, ~~proved to me on the basis of satisfactory evidence~~, to be the person whose name is subscribed to the within instrument, and acknowledged that ~~he~~/he executed the same.

(Notary Public)
MARTIN KRATZ, NOTARY PUBLIC IN AND FOR THE
PROVINCE OF ALBERTA

* Date: 9/29/95

X (3) Joseph P. Hammang
Joseph P. HAMMANG

County of Providence ,)
) ss.
State of Rhode Island .)

On this 29th day of September, in the year 1995, before me the undersigned Notary Public, personally appeared (3) Joseph P. Hammang,
☐ known to me, ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same.

Glenda M. Sargent
(Notary Public)
Notary Public
My Comm. Expires 7/28/99
X (4) E. Edward Baetge
E. Edward BAETGE

* Date: Sept 29 1995

County of PROVIDENCE ,)
) ss.
State of RHODE ISLAND .)

On this 29th day of Sept., in the year 1995, before me the undersigned Notary Public, personally appeared (4) E. Edward Baetge,
☐ known to me, ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same.

Glenda M. Sargent
(Notary Public)
Notary Public
My Comm. Expires 7/28/99