

3/13/06

FORM PTO-1595 (Substitute)

03-20-2006

U.S. DEPARTMENT OF COMMERCE

(Rev. 8-96)

Patent and Trademark Office

To the Honorable Commissioner of Patents and



documents or copy thereof.

receiving party(ies):

1. Name of conveying party(ies):
Medvet Sciences PTY LTD
38 Payneham Road, Stepney,
South Australia, 5069 Australia

103199702

Name: ANGIOBLAST SYSTEMS, INCOPORATED

Internal Address:

Street Address: 279 East 44th Street

City/State/Zip: New York, NY 10017

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of Conveyance:

- Assignment
- Security Assignment
- Other
- Merger
- Change of Name

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

Execution Date(s): October 4, 2004

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is (are):

A. Patent Application No.(s)
10/813,747 filed March 29, 2004;
11/169,875 filed June 29, 2005;
and 11/178,920 filed July 11, 2005.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: John P. White
Internal Address:
Street Address: Cooper & Dunham LLP
1185 Avenue of the Americas
City/State/Zip: New York, New York 10036

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR §3.41): \$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
03-3125

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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.

John P. White
Name of Person Signing
Reg. No. 28,678

John P. White
Signature

March 9, 2006
Date

Total Number of pages including cover sheet, attachments and document: 25

I hereby certify that this correspondence is being deposited this date with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to:
Mail Stop Assignment Recordation Services
Commissioner of Patents, P.O. Box 1450
Alexandria, VA 22313-1450

John P. White 3/19/06
John P. White Date
Reg. No. 28,678

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

Mail documents to be recorded with required cover sheet information to:

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Intellectual Property Assignment Deed

Medvet Sciences Pty Ltd
ABN 15 008 089 745

and

Angioblast Systems, Incorporated

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Intellectual Property Assignment Deed

Date *7th October* 2004

Parties

1. Medvet Sciences Pty Ltd ABN 15 008 089 745 of 38 Payneham Road, Stepney, South Australia, 5069 Australia (Medvet)
2. Angloblast Systems, Incorporated of 279 East, 44th Street, New York, NY 10017 United States of America (Angloblast)

Background

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Operative Provisions

1. Definitions and interpretation

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Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- (d) patents, designs, copyright, rights in circuit layouts, plant breeder's rights, trade marks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort any field, whether or not registered or capable of registration;
- (e) any application or right to apply for registration of any of those rights;
- (f) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (g) all renewals and extensions of these rights;

Patent Family 1 means all rights and interests in and to issued patents and pending patent applications in any country, including all substitutions, continuations, continuations-in-part, divisional, supplementary protection certificates, renewals, all letters patent granted thereon, and all reissues, re-examinations, extensions, confirmations, revalidations, registrations and patents of addition thereof that result either directly or indirectly from the following patent applications which are sought and obtained:

- (a) 'Mesenchymal Precursor Cell PCT/AU00/00822;
- (b) 'Mesenchymal Precursor Cell' Australian Patent Application No. 56636/00;
- (c) 'Mesenchymal Precursor Cell' U.S. Patent Application No. 10/030411;
- (d) Continuation-in-Part U.S. Patent Application No.10/813,747;
- (e) 'Perivascular Mesenchymal Precursor Cells' PCT/AU2004/00416; and

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- (f) U.S. Continuation-in-Part application related to USSN10/030411 titled 'Mesenchymal Precursor Cell and use thereof in the repair of bone defects and fractures in mammals';

Patent Family 2 means 'Perivascular Mesenchymal Precursor Cell Induced Blood Vessel Formation' PCT/AU2004/00417 patent and all rights and interests in and to issued patents and pending patent applications in any country, including all substitutions, continuations, continuations-in-part, divisional, supplementary protection certificates, renewals, all letters patent granted thereon, and all reissues, re-examinations, extensions, confirmations, revalidations, registrations and patents of addition resulting either directly or indirectly from this patent;

Technology means:

- (i) Patent Family 1;
(j) Patent Family 2;

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2. Assignment**2.1 Technology Assignment**

Medvat hereby assigns to Angioblast absolutely and beneficially, such assignment to be effective from the date of execution of this Deed, the whole of its rights, title and interest, whether presently existing or which arises at a date after the date of this Deed in and to any Intellectual Property Rights subsisting in the Technology including:

- (i) the right to apply for and register in any country worldwide such Intellectual Property Rights; and
- (ii) the right to claim (and retain) any damages and other remedies (including but not limited to an account of profits) for past infringement of and wrongful interference of such Intellectual Property Rights by third parties (whether or not they arose prior to the date this Deed came into effect).

(Assigned Technology).

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Executed as a deed.

Executed by Medvet Sciences Pty Ltd ABN)
15 008 849 745 in accordance with section)
127(1) of the Corporations Act 2001 (Cth):)
)



Signature of director


~~Angelo Wilson-Lewis~~

Name (please print)

Executed by Angloblast Systems,)
Incorporated in accordance with its)
Constitution by its duly authorised officers)
)

Signature of authorised officer

Name (please print)



Signature of director or company secretary
*delete whichever does not apply

~~Dr Frances Lucretia~~

Name (please print)



Signature of authorised officer

~~Silvia Itescu~~

Name (please print)

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COUNTY OF DALLAS

Know all men by these presents, that _____
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