

FORM PTO-1595 (Substitute)

U.S. DEPARTMENT OF COMMERCE

(Rev. 8-96)

To the Honorable Commissioner of Patent

Patent and Trademark Office

documents or copy thereof.



103220559

4-14-06

1. Name of conveying party(ies):

Stan Gronthos;
Andrew Zannettino; and
Songtao Shi

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

Yes No

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

Name: Angioblast Systems, Inc.

Internal Address: _____

Street Address: 279 East 44th Street

City/State/Zip: New York, New York 10017

United States of America

3. Nature of Conveyance:

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

Execution Date(s): November 29, 2005;
November 29, 2005; December 9, 2005

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

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) 10/551,162

Filed: as national stage of PCT

International Application No.

PCT/AU2004/000416, filed

March 29, 2004

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, Esq.

Internal Address: Cooper & Dunham LLP

Street Address: 1185 Avenue of the Americas

City/State/Zip: New York, New York 10036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): \$ 40.00

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

Signature

April 11, 2006

Date

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:

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April 11, 2006

John P. White
Reg. No. 28,678

Date

Total Number of pages including cover sheet, attachments and document: 4

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

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Assignment

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned,

Stan Gronthos, residing at 21 Light Place, Colonel Light Gardens, South Australia, 5041, Australia; Andrew Zannettino, residing at 1 Cypress Court, Highbury, South Australia, 5089, Australia; and Songtao Shi, residing at 14732 Maine Cove Terrace, North Potomac, Maryland 20878, United States of America

Hereby sell, assign and transfer to **Angioblast Systems, Inc.**

a corporation of the State of

New York having a place of business at **279 East 44th Street, New York, New York 10017, United States of America**

its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and any and all inventions which are disclosed but not claimed, in the application for **United States Patent, which has been executed by the undersigned on November 29, 2005, November 29, 2005, and December 9, 2005, respectively, and is entitled**

PERIVASCULAR MESENCHYMAL PRECURSOR CELLS

(U.S. Serial No. 10/551,162, \$371 national stage of PCT International Application No. PCT/AU2004/000416, filed March 29, 2004, claiming priority of Australian Patent Application No. 2003901668, filed March 28, 2003)

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 29 November 2005

Witness: [Signature] [signature]
REBECCA LACEY [printed name]
10 Maturin Rd [address]
Glenelg SA 5045

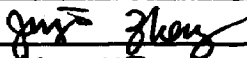
[Signature] [L.S.]
Stan Gronthos

Date: 29 NOVEMBER 2005

Witness: [Signature] [signature]
REBECCA LACEY [printed name]
10 Maturin Rd [address]
Glenelg SA 5045

[Signature] [L.S.]
Andrew Zannettino


Date: 9 December 2005

Witness:  [signature]

JENNY ZHENG [printed name]

14732 Maine Cove Ter. [address]

Gaithersburg, MD 20878, USA

 [L.S.]
Songtao Shi