

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Thomas Perlman</td><td>01/10/2006</td></tr><tr><td>Evan Y Snyder</td><td>01/17/2005</td></tr></tbody></table>	Name	Execution Date	Thomas Perlman	01/10/2006	Evan Y Snyder	01/17/2005					
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Neuro Therapeutics AB</td></tr><tr><td>Street Address:</td><td>Fogdevreten 2A</td></tr><tr><td>City:</td><td>Stockholm</td></tr><tr><td>State/Country:</td><td>SWEDEN</td></tr><tr><td>Postal Code:</td><td>17177</td></tr></table>	Name:	Neuro Therapeutics AB	Street Address:	Fogdevreten 2A	City:	Stockholm	State/Country:	SWEDEN	Postal Code:	17177	
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PROPERTY NUMBERS Total: 2											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>09980913</td></tr><tr><td>PCT Number:</td><td>EP0003842</td></tr></tbody></table>	Property Type	Number	Application Number:	09980913	PCT Number:	EP0003842					
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PCT Number:	EP0003842										
CORRESPONDENCE DATA											
Fax Number: (215)563-4044 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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Correspondent Name: Patrick J. Hagan											
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ATTORNEY DOCKET NUMBER:	0380-P02709US0										
NAME OF SUBMITTER:	Patrick J. Hagan										
Total Attachments: 9 source=0380-P02709US0 assignment#page1.tif											

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TECHNOLOGY ASSIGNMENT AGREEMENT

This Agreement is entered into and effective on 2006-01-10 by and between

Thomas Perlman (date of birth 590302-0013), Kummelvägen 22, 19143 Sollentuna, SWEDEN, (referred to below as "TP") and **NeuroTherapeutics AB**, Fogdevreten 2A, 17177 Stockholm, SWEDEN, corporate registration no. 556642-1029 (referred to below as "NT")

WHEREAS; Scientist has acquired all Ludwig Institute's title, right and interest in and to the Technology (defined below) APPENDIX 1

WHEREAS, NT desires to acquire all TP's title, right and interest in and to the Technology (defined below) and the TP is willing to assign such right, title and interest to NT in return for certain consideration and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties set forth herein it is agreed by and between the parties as follows:

1 DEFINITIONS

- 1.1 "Project" means the research project further described in Schedule 1.
- 1.2 "Technology" means any and all results, whether or not patentable, generated by the TP in the Project such as know-how, inventions, information, substances, methods and materials and all intellectual property rights embodying such results including without limitation TP's rights, if any, in and to the Patents.
- 1.3 "Patents" means TP's rights, if any, in
 - i) the patent application [WO 00/66713],
 - ii) all present and future patents and patent applications in all countries claiming priority from the patent application referred to in i) above,
 - iii) all other patents and patent applications in all countries claiming the Technology, and
 - iv) any extension, registration, confirmation, reissue, continuation, divisionals, continuation-in-part, re-examination or renewal of any of the patents and patent applications mentioned under i) through iii) above.

2 ASSIGNMENT OF RIGHTS TO TECHNOLOGY

PATENT

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- 2.1 TP hereby assign all his title, right and interest in and to the Technology and NT hereby accepts such assignment.
- 2.2 NT shall have the right but not the obligation to apply for, prosecute, amend, defend, maintain and enforce the Patents as NT sees fit in its sole discretion. TP agrees to execute any document reasonably necessary to perfect NT's title to the Technology including, without limitation, the document attached hereto as Schedule 1. TP agrees to assist NT free of charge, as reasonably requested by NT from time to time, in the application, prosecution, defence and enforcement of Patents.

3 CONSIDERATION

As full and complete consideration for the assignment of title to the Technology to NT, NT shall make a lump sum payment of 28 125 SEK (including moms) to the TP. This amount includes any and all applicable taxes. TP shall be liable for any and all taxes and fees that may be levied on TP as a result of this payment.

4 CONFIDENTIALITY

TP hereby undertakes to maintain all information relating to the Technology and any confidential information disclosed by NT as well as the terms and conditions of this Agreement in strict confidence unless and until such information enters the public domain through the issue of patents or otherwise in a manner not involving a breach of such undertaking of confidentiality. This undertaking of confidentiality shall remain in force until all of the confidential information has entered the public domain.

5 WARRANTIES

The TP warrants and represents to NT that;

- i) to his the TP's best knowledge no public disclosure of information pertaining to the Technology has been made that would impair patentability of Patents;
- ii) he TP has full title and right to the Technology and that no liens or other encumbrances exist with respect to the Technology and that no licenses to the Technology has been granted to any third party;

- iii) no proceeding or dispute in relation to the Technology has been commenced or, so far as he is aware, threatened;
- iv) to his the TP's best knowledge, the use of the Technology will not infringe any third party intellectual property rights;

6 ASSIGNMENT

The Agreement shall benefit and be binding upon the respective successors of NT and TP and their permitted assigns. NT shall have the right to assign its rights and obligations under the Agreement and the Technology to an affiliate or a third party provided that such affiliate or third party shall agree to be bound by all of the terms and provisions of the Agreement; and provided further that no such assignment and delegation shall release the assigning party from liability incurred prior to such assignment.

7 NOTICES

All notices required by the Agreement shall be made by to the address stated first above and either party may, in writing, change the address for which notices herein are required.

8 DISPUTES AND GOVERNING LAW

This contract shall be governed by substantive Swedish law. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof and which cannot be cleared amicably, shall be settled by arbitration pursuant to the procedures of the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations shall apply, unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also decide whether the tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties have executed two (2) copies of the Agreement the day and year first above written, each of which shall be considered an original.

NEUROTHERAPEUTICS AB

TP

By: 

By: 

APPENDIX 1: Attached

Schedule 1: Induction of a midbrain dopaminergic phenotype in *Nurr1*-overexpressing neural stem cells by type 1 astrocytes

Joseph Wagner, Peter Åkerud , Diogo S. Castro, Pontus C. Holm, Josep M. Canals, Evan Y. Snyder , Thomas Perlmann, and Ernest Arenas

NATURE BIOTECHNOLOGY PAGES: 654-659, VOL 17 JULY 1999

TECHNOLOGY ASSIGNMENT AGREEMENT

This Agreement is entered into and effective on Jan. 17, 2005 by and between

Evan Y Snyder, The Burnham Institute 10901 North Torrey Pines Road La Jolla, CA 92037, USA (referred to below as the "Scientist") and *NeuroTherapeutics AB, Fogdevreten 2A, 17177 Stockholm, SWEDEN, corporate registration no. 556642-1029* (referred to below as "NT")

WHEREAS; during the period 1994 to 1999 the Scientist has been engaged as collaborator within Departments of Neurology and Pediatrics, Harvard Medical School and Division of Neuroscience, Children's Hospital, 320 Longwood Ave., Boston, MA 02115 in the Project (defined below) led by and organised under professor Ernest Arenas.

WHEREAS, NT desires to acquire all Scientist's title, right and interest in and to the Technology (defined below) and the Scientist is willing to assign such right, title and interest to NT in return for certain consideration and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties set forth herein it is agreed by and between the parties as follows:

1 DEFINITIONS

- 1.1 "Project" means the research project further described in Appendix I.
- 1.2 "Technology" means any and all results, whether or not patentable, generated by the Scientist in the Project such as know-how, inventions, information, substances, methods and materials and all intellectual property rights embodying such results including without limitation Scientists rights, if any, in and to the Patents.
- 1.3 "Patents" means Scientist's rights, if any, in
 - i) the patent application [WO 00/66713],
 - ii) all present and future patents and patent applications in all countries claiming priority from the patent application referred to in i) above,
 - iii) all other patents and patent applications in all countries claiming the Technology, and
 - iv) any extension, registration, confirmation, reissue, continuation, divisionals, continuation-in-part, re-examination or renewal of any of the patents and patent applications mentioned under i) through iii) above.

2 ASSIGNMENT OF RIGHTS TO TECHNOLOGY

- 2.1 Scientist hereby assign all his title, right and interest in and to the Technology and NT hereby accepts such assignment.
- 2.2 NT shall have the right but not the obligation to apply for, prosecute, amend, defend, maintain and enforce the Patents as NT sees fit in its sole discretion. Scientist agrees to execute any document necessary to perfect NT's title to the Technology including, without limitation, the document attached hereto as Schedule 2. Scientist agrees to assist NT free of charge, as reasonably requested by NT from time to time, in the application, prosecution, defence and enforcement of Patents.

3 RETAINED RIGHTS

Scientist retains a non-exclusive license under any resulting Patents, where Scientist is a named inventor, to carry out non-commercial academic research. The term "non-commercial" means research where no commercial third party is granted rights to the results of the research, whether actual or contingent.

4 CONSIDERATION

As full and complete consideration for the assignment of title to the Technology to NT, the Scientist shall be entitled to subscription options for shares in NT (the "Options") under an option scheme that may be resolved by the board of directors of NT. The Scientist shall have the right to participate in the Option Scheme on those terms and conditions that the board of directors resolves for other key personnel of NT, which may include a premium to be paid for the Options. It is contemplated that each key personnel will be entitled to a number of Options that, when converted, equals one (1) percent of the issued shares of NT at the time of issue of the Options. Scientist shall be liable for any and all taxes and fees that may be levied on Scientist as a result of the issue of Options and his disposal of underlying shares. Notwithstanding the foregoing, any premiums, fees or charges that are assessed by NT for such Options, but not including taxes, fees or charges levied by government authorities, shall be waived as consideration for assignment of title to Technology by Scientist.

5 CONFIDENTIALITY

Scientist hereby undertakes to maintain all information relating to the Technology and any

PATENT

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confidential information disclosed by NT as well as the terms and conditions of this Agreement in strict confidence unless and until such information enters the public domain through the issue of patents or otherwise in a manner not involving a breach of such undertaking of confidentiality. This obligation of confidentiality does not apply to: (a) information which is previously known to Scientist prior to its disclosure in discussions with NT; (b) any information was, is or becomes generally available to the public other than by disclosure by Scientist in violation of this Agreement; or (c) any information that is required to be disclosed in a judicial, administrative or governmental proceeding.

6 WARRANTIES

The Scientist warrants and represents to NT that;

- i) to his best knowledge no public disclosure of information pertaining to the Technology has been made that would impair patentability of Patents;
- ii) he has full title and right to the Technology and that no liens or other encumbrances exist with respect to the Technology and that no licenses to the Technology has been granted to any third party;
- iii) he has available for delivery to NT all lab journals and original research data relating to the Technology;
- iv) no proceeding or dispute in relation to the Technology has been commenced or, so far as he is aware, threatened;
- v) to his best knowledge, the use of the Technology will not infringe any third party intellectual property rights;

7 ASSIGNMENT

The Agreement shall benefit and be binding upon the respective successors of NT and Scientists and their permitted assigns. NT shall have the right to assign its rights and obligations under the Agreement and the Technology to an affiliate or a third party provided that such affiliate or third party shall agree to be bound by all of the terms and provisions of the Agreement; and provided further that no such assignment and delegation shall release the assigning party from liability incurred prior to such assignment.

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IN WITNESS WHEREOF, the parties have executed two (2) copies of the Agreement the day and year first above written, each of which shall be considered an original.

NEUROTHERAPEUTICS AB

SCIENTIST

By:



By:



Appendix I:

Induction of a midbrain dopaminergic phenotype in *Nurr1*-overexpressing neural stem cells by type 1 astrocytes. NATURE BIOTECHNOLOGY VOL 17 JULY 1999.