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| 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) 1) Martin F. BACHMANN, 2) Vania MANOLOVA 3) Edwin MEIJERINK, 4) Karl G. PROBA, and 5) Katrin SCHWARZ | 2. Name and address of receiving party(ies) Name: Cytos Biotechnology AG Internal Address: | | |
| Additional name(s) of conveying party(ies) attached? Yes X No 3. Nature of conveyance/Execution Date(s): Execution Date(s) 1 - 5: August 31, 2005 X Assignment | Street Address: Wagistrasse 25 City: Zürich-Schlieren State: | | |
| Additional numbers att | ached? Yes X No | | |
| 5. Name and address to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: $\frac{1}{2}$ | | |
| Name: Sterne, Kessler, Goldstein & Fox P.L.L.C. | 7. Total fee (37 CFR 1.21(h) & 3.41) \$ | | |
| Internal Address: c/o Brian J. Del Buono | X Authorized to be charged by credit card Authorized to be charged to deposit account | | |
| Street Address: 1100 New York Avenue, N.W. | Enclosed None required (government interest not affecting title) | | |
| City: Washington | 8. Payment Information | | |
| State: <u>D.C.</u> Zip: <u>20005-3934</u> | a. Credit Card Last 4 Numbers 1005 Expiration Date 08/2009 | | |
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| 9. Signature: Signature Brian I Del Buono Name of Person Signing Signature Leg. No. 47,48 Total number of pages including cover sheet, attachments, and documents: 3 | | | |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT REEL: 018102 FRAME: 0123

Appl. No.: To be assigned Docket No. 1700.0590000/BJD/SJE

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Martin F. BACHMANN, (2) Vania MANOLOVA, (3) Edwin MEIJERINK, (4) Karl G. PROBA and (5) Katrin SCHWARZ hereby sell and assign to Cytos Biotechnology AG, a corporation formed under the laws of Switzerland, whose mailing address is Wagistrasse 25, CH-8952 Zürich-Schlieren, SWITZERLAND (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

- (a) in the invention known as Melan-A-Carrier Conjugates for which application(s) for patent in the United States of America was filed on $\frac{9}{230}$ (also known as United States Application No. 10/55/054, which is the U.S. national phase of PCT/EP2004/003164, international filing date March 25, 2004), in any and all applications thereon, in any and all Letters Patent(s) therefor, and
 - (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
 - (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987; Jeffrey Helvey, Registration No. 44,757; Heidi L. Kraus, Registration No. 43,730; Eldora Ellison, Registration No. 39,967; Thomas C. Fiala, Registration No. 43,610; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

| Date: 31,08,2005 | Signature of Inventor: | 11.05 |
|------------------|------------------------|------------------------|
| | | (1) Martin F. BACHMANN |
| Date: 31.08.2005 | Signature of Inventor: | |
| | | (2) Vania MANOLOVA |
| Date: 31.08.2005 | Signature of Inventor: | Edjah |
| | | (3) Edwin MERIERINK |
| Date: 31.08.2005 | Signature of Inventor: | Just folle |
| | | (4) Karl G. PROBA |
| Date: 31.08.2005 | Signature of Inventor: | Silvar |
| | | (5) Katrin SCHWADZ |

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