

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Re-Assignment of Rights and Transfer of Intellectual Property
CONVEYING PARTY DATA	
Name	Execution Date
Tye Bioscience, LLC	09/23/2004
RECEIVING PARTY DATA	
Name:	Dr. Ross Walden Tye
Street Address:	3 Solar Estates Drive
City:	Chico
State/Country:	CALIFORNIA
Postal Code:	95928
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6894150
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 493-9300
Email:	jaltman@wsgr.com
Correspondent Name:	Wilson Sonsini Goodrich & Rosati
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	33482-701.201
NAME OF SUBMITTER:	Jennifer Altman
Total Attachments: 3 source=33482-701.201#page1.tif source=33482-701.201#page2.tif source=33482-701.201#page3.tif	

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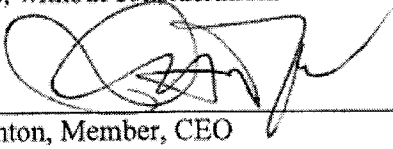
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PATENT
REEL: 018407 FRAME: 0164


To: Ross Tye, Tye Bioscience, LLC
From: James Canton, Tye Bioscience, LLC
Date: 3/20/2004
Re: Tye Patent and Rights Agreement

This agreement shall confirm the following between you Ross Tye and Tye Bioscience, LLC. I have polled the other shareholders/members and they agree this is fair. The challenge of raising investor funds does produce we recognize certain risks therefore it would be prudent to consider potential scenarios. Of course you and I are majority owners of the company and I am duly authorized as an officer of the company to make this agreement with you at this time.

In the event that the company, Tye Bioscience, LLC is dissolved and the company is no longer operational as a going business, Tye Bioscience LLC agrees that all intellectual property including patents and patent filings shall revert back to your individual ownership, without consideration.


James Canton, Member, CEO

3/20/04
Dated


Witnessed by Andrew Donahey

3/20/04
Dated

FYI
Ross

To: Ross Tye, Tye Bioscience, LLC
From: James Canton, Tye Bioscience, LLC
Date: 9/20/2004

Re: Exercise of Tye Patent and Intellectual Rights Agreement To Revert to You

This memo per your request, confirms our agreement of March 20, 2004 that in the event that the company, Tye Bioscience, LLC is dissolved and the company is no longer operational as a going business, Tye Bioscience LLC agreed on that date that all intellectual property including patents and patent filings shall revert back to your individual ownership. You are accurate in your demand for a return of all intellectual properties.

Please consider this notification of the following actions:

1. Tye Bioscience, LLC as you know is being dissolved as an entity at this time.
2. The company agrees to return all intellectual property, patent filings and patents to you the inventor as the company at this time per our agreement.
3. Any and all intellectual property is reverted back to you without consideration.
4. All members have been informed of this action.
5. We will consider this resolution final and in full compliance with our agreement with you.
6. I am duly authorized as an officer and managing member of the company to execute this agreement on behalf of the company Tye Bioscience, LLC.


Dr. James Canton
CEO & Member


9/20/04

To: Dr. Ross Walden Tye
From: James Canton, CEO, Member Tye Bioscience, LLC
Re: Re-assignment of Rights and Transfer of Intellectual Property
Date: 9/23/2004

File,
Re-Assign
(M)

Tye Bioscience, LLC is being dissolved and pursuant to our agreement of March 2004 with you regarding dissolution, the company is taking the following actions to consummate our agreement at this time:

1. The company, Tye Bioscience, LLC is re-assigning all intellectual property rights to you Dr. Ross Walden Tye, the inventor. You are now the sole owner of these rights. The company relinquishes all claims of ownership and recognizes your exclusive ownership of this intellectual property.
2. The intellectual property indicated here shall include any and all patents, patent filings, notebooks, information, data or "Know-How" you provided or assigned to the company regarding Bovine-Derived oxygen Therapeutics and/or "blood substitutes". Any and all rights to the company's intellectual property, now reverts to you.
3. This re-assignment to you from the company is undertaken without consideration.
4. This is the entire agreement between the parties, Tye Bioscience, LLC and Dr. Ross Walden Tye.
5. I am duly authorized as an officer and managing member of the LLC to transfer these rights on behalf of the company.



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