

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Transfer Agreement
CONVEYING PARTY DATA	
Name	Execution Date
PHAIRSON MEDICAL, INC.	05/25/2004
RECEIVING PARTY DATA	
Name:	ARCIMBOLDO AB
Street Address:	KRAFTRIKET 11
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	SE-104 05
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6030612
CORRESPONDENCE DATA	
Fax Number:	(215)599-0601
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-5990600
Email:	kjdunleavy@patentwise.com
Correspondent Name:	KEVIN J. DUNLEAVY
Address Line 1:	1628 JOHN F. KENNEDY BOULEVARD
Address Line 2:	EIGHT PENN CENTER, SUITE 1350
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	ARC-1001USCIP2
NAME OF SUBMITTER:	KEVIN J. DUNLEAVY

Total Attachments: 5
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT, is made by and between

Phairson Medical Inc., a U.S. corporation having its principal place of business at Corporation Trust Center, 1909 Orange Street Wilmington, Delaware, U.S.A., (hereinafter referred to as "Seller"), of the first party and

Arcimboldo AB, a Swedish corporation having its principal place of business at Kräftriket 11, SE-104 05 Stockholm, Sweden, (hereinafter referred to as "Arcimboldo"), of the second party.

WITNESSED:

Whereas, Phairson owns certain patent rights, listed in Exhibit 1 (the "Patent Rights") as well as to them associated certain other intellectual property rights ("Other Intellectual Property Rights"). For the avoidance of doubt it is agreed that all patents and other intellectual property rights owned by the Seller or to the group of companies to which the Seller belongs referable to krill enzymes shall be included in the Patent Rights and Other Intellectual Property Rights, irrespective if such rights are listed in Exhibit 1 such as, for instance, manufacturing, pre-clinical and clinical documentation.

Whereas, Arcimboldo wishes to acquire the Patent Rights and the Other Intellectual Property Rights as outlined above and Phairson is willing to sell such rights to Arcimboldo.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. TRANSFER

The Seller hereby sells and transfers to Arcimboldo the Patent Rights and the Other Intellectual Property Rights. The transfer shall be effective as of the date hereof (the "Effective Date").

2. CONSIDERATION

As consideration for the Patent Rights and the Other Intellectual Property Rights Arcimboldo shall pay to the Seller the amount of USD 5,000 within thirty (30) days from the Effective Date to a bank account designated by the Sellers in writing.

3. WARRANTIES

The Seller represents and warrants

- i) that it is the sole owner of the have sole right, title, and interest in and to the Patent Rights and the Other Intellectual Property Rights and that it is entitled to sell such rights;
- ii) that it has not granted licenses with regard to the Patent Rights and the Other Intellectual Property Rights to any third party or that the Patent Rights and the Intellectual Property Rights otherwise are encumbered with any third party rights;
- iii) that it has not published or otherwise publicly disclosed any information with regard to Patent Rights prior to filing which could impair the patenting of the rights;
- iv) that is not aware of any existing or threatening third party infringement of the Patent Rights and the Other Intellectual Property Rights; and
- v) that it is not aware of any information which should cause it to believe that the purchase by Arcimboldo of the Patent Rights and the Other Intellectual Property Rights would infringe any third party rights.

4. TRANSPORTATION OF DOCUMENTS

Electronic documents included in the purchase hereunder shall immediately be sent to Arcimboldo to an email address to be advised by Arcimboldo; physical documents are immediately to be sent by the Seller to Arcimboldo, at Arcimboldo's expense.

5. ASSISTANCE

The Seller undertakes, to the extent required, free of charge, to assist Arcimboldo in signing of documents and the like in order to effectuate the transfer of the Patent Rights and the Other Intellectual Property Rights with third parties and/or to register the rights in the name of Arcimboldo with authorities.

6. NOTICES

Any notice required by this agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed,

in the case of the Seller to:

Phairson Inc.
att: President
Corporation Trust Center
1909 Orange Street Wilmington
Delaware
U.S.A.

or in the case of Arcimboldo to:
Arcimboldo AB
att: President
Kräfriket 11
SE-104 05 Stockholm
Sweden,

or such other addresses as may be given from time to time under the terms of this notice provision.

7. GOVERNING LAW AND DISPUTES

This agreement shall be construed and enforced in accordance with the laws of Sweden with disregard to its conflicts of law rules. Any dispute arising out of or in connection with this agreement shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The venue for such proceedings shall take place in Stockholm, Sweden and the proceedings shall be held in the English language.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate of which the parties have retained one copy each.


Place: *FARNOS*
Date: *25/5/04*

PHAIRSON INC.


By: Richard Franklin
Title: President

Place: *Stockholm*
Date: *2004-05-18*

Arcimboldo-AB


By: Sverre Bengtsson
Title: President

A list of Phairson's patents/applications to be transferred to Arcimboldo

1. WO 93/24142: infections including herpes, cancer, dental plaque

Patent no	Country	Case	Status	Dead- lines	Certified (Dechert)	Estimated costs (€)
2,136,331	Canada	Application	abandoned; to be revived	agent instructed to revive March 15	OK	700?
97202796.5	EPC	application divisional	close to allowance	agent instructed to respond Mar. 16	OK	700?
10/6-500454	Japan	application	in good standing per agent	none at this time	OK	
147259		application	in force	none at this time	OK	
5,945,102	USA	patent	abandoned; to be revived	Feb. 28, 2005	OK	\$665 \$455 \$1,640
5,958,406		patent	abandoned; to be revived	Mar. 28, 2005	OK	\$665 \$455 \$1,640
6,030,612		patent	abandoned; to be revived	Aug. 28, 2005	OK	\$665 \$455 \$1,640
6,232,088		patent	granted	Nov. 15, 2004	OK	\$455
09/303,375		application	abandoned; to be revived	May 1, 2004	OK	\$665 500
10/750,184		application	pending	none at this time	OK	

2. WO 98/08863: isolated nucleic acid comprising certain sequences; herpes, colitis, ulcers, wounds, dental plaque

Patent no	Country	Case	Status	Dead-lines	Certified (Dechert)	Estimated Costs (€)
10-511922	Japan	Application	in good standing per agent	Request for exam Aug. 2004	OK	
6,524,814	USA	Patent	granted	Maint. fee Aug. 25, 2006	OK	455

3. WO 00/38708: preventing transplantation rejection

Patent no	Country	Case	Status	Dead-lines	Certified (Dechert)	Estimated fees
	EPC	application	not yet in national phase		OK	

This list is based on the information given by Phairson's patent attorney (Dechert, US) might be not complete. According to this deal and for the avoidance of doubt it is agreed that all patents and other intellectual property rights owned by the Seller or to the group of companies to which the Seller belongs referable to krill enzymes shall be included in the Patent Rights and Other Intellectual Property Rights, irrespective if such rights are listed in this Exhibit such as, for instance, manufacturing, pre-clinical and clinical documentation.

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