

## 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>Robert W. Mays</td><td>07/16/2007</td></tr><tr><td>Robert J. Deans</td><td>07/16/2007</td></tr></tbody></table>	Name	Execution Date	Robert W. Mays	07/16/2007	Robert J. Deans	07/16/2007	
Name	Execution Date						
Robert W. Mays	07/16/2007						
Robert J. Deans	07/16/2007						
RECEIVING PARTY DATA							
Name:	Athersys, Inc.						
Street Address:	3201 Carnegie Avenue						
City:	Cleveland						
State/Country:	OHIO						
Postal Code:	44115						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>PCT Number:</td><td>US0701746</td></tr></tbody></table>	Property Type	Number	PCT Number:	US0701746			
Property Type	Number						
PCT Number:	US0701746						
CORRESPONDENCE DATA							
Fax Number:	(703)720-8610						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
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ATTORNEY DOCKET NUMBER:	ATHS20-PCT1						
NAME OF SUBMITTER:	Larry S. Millstein						
Total Attachments: 4 source=ATHS0020-WO1 exeucted ATHS assignment#page1.tif source=ATHS0020-WO1 exeucted ATHS assignment#page2.tif							

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PATENT  
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source=ATHS0020-WO1 exeucted ATHS assignment#page4.tif

**ASSIGNMENT**  
**UNITED STATES AND ALL FOREIGN PATENT RIGHTS**

Application No.: PCT/US2007/001746

Filed: 23 January 2007

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, each of the following inventors:

Robert W. MAYS  
Robert J. DEANS

hereby sells, assigns, and transfers to Athersys, Inc. ("Assignee") his entire right, title and interest, including the right to sue for and collect all past, present, and future damages throughout the world:

(a) in the invention(s) disclosed in International Application No. PCT/US2007/001746, filed 23 January 2007 with the title MAPC Treatment of Brain Injuries and Diseases ("Application"), and in any and all other applications for patent thereon, and in any and all letters patent(s) issued therefor anywhere in the world, and

(b) in any and all applications that claim the benefit of the Application, including continuations, divisionals, reissues, extensions, renewals, and reexaminations of the Application or letters patent issued therefor, to the full extent of the term or terms for which letters patent issue, and

(c) in any and all inventions described in the Application, and in any and all forms of intellectual and industrial property protection derivable from such Application, and that are derivable from any and all continuations, divisionals, reissues, extensions, renewals, and reexaminations of such 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 right, 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 right, title, and interest would have been held and enjoyed by each undersigned inventor had this assignment not been made.

Each undersigned inventor agrees to cooperate in the prosecution of and to execute all papers necessary in connection with the Application and any continuing, divisional, 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.

Each undersigned inventor agrees to cooperate in the prosecution of and to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the Application or any continuing, divisional, reissue, or reexamination application(s) thereof or letters patent(s) or reissue patent issued therefor and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference or patent enforcement action.

Each undersigned inventor agrees to cooperate in and execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

Each undersigned inventor agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the inventor if this Assignment had not been made.

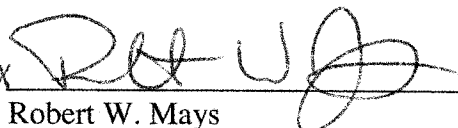
Each undersigned inventor hereby authorizes and requests the United States Patent and Trademark Office and corresponding entities in any foreign countries to issue any and all letters patent(s) resulting from the Application or any continuing, divisional, or reissue application thereof to the said Assignee as assignee of the inventor's interest.

Each undersigned inventor hereby represents that he has full right to convey the entire interest herein assigned by this Assignment, and that he has not made or entered into, and will not make or enter into, any assignment, sale, encumbrance, or other agreement in conflict with this Assignment.

Each undersigned inventor hereby grants HOLLAND & KNIGHT LLP 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 each inventor on the date opposite his name.

Date: X 7/16/2007

Signature: X   
Name: Robert W. Mays

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Robert J. Deans

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Filed: 23 January 2007

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Robert J. DEANS

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(b) in any and all applications that claim the benefit of the Application, including continuations, divisionals, reissues, extensions, renewals, and reexaminations of the Application or letters patent issued therefor, to the full extent of the term or terms for which letters patent issue, and

(c) in any and all inventions described in the Application, and in any and all forms of intellectual and industrial property protection derivable from such Application, and that are derivable from any and all continuations, divisionals, reissues, extensions, renewals, and reexaminations of such 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;

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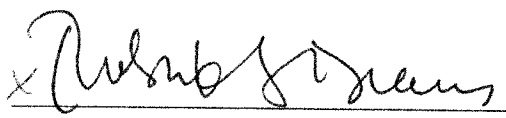
IN WITNESS WHEREOF, executed by each inventor on the date opposite his name.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Robert W. Mays

Date: 2.16.07

Signature: 

Name: Robert J. Deans

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Attorney Docket No. ATHS0020-PCT1