

08-23-2007

1 SHEET

Our Ref.: BJS-620-465



103439131

To the Director of the U.S. Patent and Trademark Office, please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): 1) Robert BROWN 2) Showan NAZHAT 3) Vivek MUDERA 4) Mike WISEMAN  Additional name/s of conveying party/ies attached? <input type="checkbox"/> 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: 1) 10/12/2005, 2) 10/12/2005, 3) 10/13/2005, 4) 11/12/2005	2. Name and address of receiving party(ies): 1) Name: UCL BIOMEDICA PLC Street Address: The Network Building, 2nd Floor, 97 Tottenham Court Road City: London State/Country: United Kingdom Zip: W1T 4TP  2) Name Street Address: City: State: Zip:  Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Application number(s) or patent number(s): <input type="checkbox"/> This assignment is being filed together with a new application. A. Patent Application No(s). (1) 11/631,288 (2) (3)  Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Patent No(s). (1) 11/631288 (2) (3)
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: B. J. Sadoff  Internal Address:  Street Address: Nixon & Vanderhye P.C. 901 North Glebe Road 11th Floor City: Arlington State: VA Zip: 22203	6. Total number of applications & patents involved: 1  7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140  8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.
DO NOT USE THIS SPACE	
9. Statements and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  B. J. Sadoff Name of Person Signing Reg. No. 36,663  Signature  August 13, 2007 Date  Total number of pages including original cover sheet, attachments, and document: [6]	

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, VA 22313-1450

08/15/2007 LLANDGRA 00000028 11/631288

02 FC:8021

40.00 0P

**ASSIGNMENT OF INVENTION  
AND RELATED INTELLECTUAL PROPERTY RIGHTS**

**Parties:**

**1      'The Assignors'**

**Robert BROWN**

of University College London, TREC (Tissue Repair & Engineering Centre), Inst.  
Orthopaedics and Musculo-Skeletal Science, Brockley Hill, Stanmore, Middlesex,  
HA7 4LP, UK

**Showan NAZHAT**

of University College London, Eastman Dental Institute, Biomaterials Division, Gray's  
Inn Road, London, UK

**Vivek MUDERA**

of University College London, TREC (Tissue Repair & Engineering Centre), Inst.  
Orthopaedics and Musculo-Skeletal Science, Brockley Hill, Stanmore, Middlesex,  
HA7 4LP, UK

**Mike WISEMAN**

of Bio-Products Laboratory (BPL) Research and Development, Dagger Lane, Elstree,  
Hertfordshire, UK

**2      'The Assignee'**

**UCL Biomedica Plc**

of The Network Building, 2<sup>nd</sup> Floor, 97 Tottenham Court Road, London, W1T 4TP,  
United Kingdom

**Recitals:**

**(A)**    The Assignors are the joint inventors of the invention or inventions entitled Cell-Independent Fabrication of Tissue Equivalents.

("the Invention") for which International PCT Application No. PCT/GB2005/002631 has been filed ("the PCT Application")

**(B)**    In pursuance of an agreement made between the parties before the PCT Application was filed the Assignor has agreed to assign to the Assignee for the consideration hereinafter mentioned all his rights title and interest in to and under the Invention and the PCT Application

for all countries designated therein [including (without limitation) the United States of America]

### **Operative provisions:**

In consideration for the payment of £1.00 by the Assignee to the Assignor the receipt and sufficiency of which is hereby acknowledged by the Assignor:

**1** The Assignors hereby sell and assign to the Assignee absolutely and free from incumbrances:

**1.1** all his rights title and interest in Canada and the United States and all other countries of the world in to and under the Invention and the PCT Application and all national and regional phases thereof and any and all divisionals, continuations and continuations-in-part of any of the aforesaid applications and any and all patents that may be granted pursuant thereto for the full period thereof including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates and including all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of any such rights before on or after the date hereof and to retain any damages obtained as a result of such action;

**1.2** all such rights as he may have to apply for prosecute and obtain patents and other intellectual property protection anywhere in the world in respect of the Invention to the intent that the grant of any patents or other intellectual property protection for the Invention shall be in the name of and shall vest in the Assignee or its successors or assigns;

**1.3** all such rights as he may have to claim priority from all patent applications (if any) from which priority is claimed in the PCT Application in any and all applications for patent protection for the Invention, such rights to be enjoyed by the Assignee with effect from the date of filing of the PCT Application;

to the intent that the Assignee shall have and hold the rights title and interest hereby assigned as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

**2** The Assignors hereby GRANT the firm of Mewburn Ellis LLP the power to insert in the Schedule to this Assignment any further identification of any patent applications in Canada or the United States or any other countries or regions of the world which fall within the scope of clause 1 above, as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other Patent Office for recordation of this document. It is understood and agreed that the Assignee's attorneys Mewburn Ellis LLP have not represented the Assignor and will continue to represent only the Assignee and its successors in title with respect to the Invention and all patent applications relating thereto.

**3** The Assignors hereby UNDERTAKE that at the request and cost of the Assignee or its successors or assigns he will at all times hereafter promptly do all such acts and execute all such documents (including but not limited to documents required to be signed by or on behalf of inventors in the course of any and all Canadian and United States patent applications which relate to the Invention and any and all divisionals, continuations and continuations-in-part of any such applications) as may be reasonably necessary or desirable to secure the vesting in the Assignee or its successors or assigns of all rights title and interest assigned to the Assignee hereunder and to confirm the title of the Assignee or its successors or assigns to all such rights

title and interest and to assist in the resolution of any question concerning the Invention or any application for patent or other intellectual property protection for the Invention or any intellectual property protection granted pursuant to any such application.

**4** The Assignors hereby request the relevant authorities in all countries of the world to issue any patents granted for the Invention in the name of the Assignee or its successors or assigns in accordance with this assignment.

**5** This assignment and undertaking shall be binding upon the Assignors' heirs, executors, administrators, successors and/or assigns and shall ensure to the benefit of any heirs, executors, administrators, successors and/or assigns of the Assignee.

AS WITNESS the signatures of (or of duly authorised officers of) the parties hereto

## SCHEDULE

Application No.Filing Date**The Priority Application**

GB 0415080.1

5 July 2004

**The PCT Application**

PCT/GB2005/002631

5 July 2005

SIGNED by **Robert BROWN** )at: UCL, LONDON, UK )on: 12/10/05 )

in the presence of: )

Signature: Witness

Signature: .....

Name:

Address:

SIGNED by **Showan NAZHAT** )at: UCL, LONDON, UK )on: 12/10/05 )

in the presence of: )

Signature: Witness

Signature: .....

Name:

Address:

SIGNED by **Vivek MUDERA** )at: LONDON, U.K. )on: 13/10/05 )

in the presence of: )

Signature: Witness

Signature: .....

Name:

Address:

PATENT

REEL: 019752 FRAME: 0146

SIGNED by **Mike WISEMAN** )  
 at: **BPL, ELSTREE** )  
 on: **12th NOV 2005** )  
 in the presence of: )

Signature: *M Wiseman*

Witness

Signature: .....

Name:

Address:

SIGNED for and on behalf of )  
**UCL Biomedica Plc** )  
 at: **LONDON, U.K.** )  
 on: **29/1/05** )  
 in the presence of: )

Signature: *Anne Lane*

Name:

Position:

**Anne Lane**  
**Executive Director**  
**UCL BioMedica PLC**

Witness

Signature: *C. A. TIRHAN*

Name: **C. A. TIRHAN**

Address: **COBSEN**  
**52 SEVENOAKS RD**  
**ORPINGTON**  
**KENT BR6 9JL.**