

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
DEVELOGEN ISRAEL LTD.	12/12/2007
RECEIVING PARTY DATA	
Name:	Tel Hashomer - Medical Research, Infrastructure and Services Ltd.
Street Address:	Tel Hashomer
City:	-
State/Country:	ISRAEL
Postal Code:	52621
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10950378
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - Allan A. Fanucci
Address Line 1:	1700 K Street N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 200063817
ATTORNEY DOCKET NUMBER:	87534-4500
NAME OF SUBMITTER:	ALLAN A. FANUCCI
Total Attachments: 13 source=87534-4500-License-Agreement#page1.tif source=87534-4500-License-Agreement#page2.tif source=87534-4500-License-Agreement#page3.tif source=87534-4500-License-Agreement#page4.tif source=87534-4500-License-Agreement#page5.tif	

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LICENSE AGREEMENT

This License Agreement ("**Agreement**") is effective as of the first day of April, 2008 ("**Effective Date**"), by and between: Tel Hashomer - Medical Research, Infrastructure and Services Ltd., a private company duly incorporated under the laws of the State of Israel having its registered office at Tel Hashomer, Israel, 52621, represented by its authorized representatives ("**THM**" or "**Licensee**") and DeveloGen Israel Ltd ("**DeveloGen**" or the "**Licensor**") a private company duly incorporated under the laws of the State of Israel having a place of business at Building #16, Kiryat Weizmann, Rehovot, Israel

Whereas: Licensee is a non-profit organization established as a "Company for the benefit of the public" whose purpose is to promote the welfare of the Sheba Medical Center and the Fund, as defined below (herein: "**Hospital**"); **AND**

Whereas: **Whereas:** DeveloGen is the registered owner of certain patents and patent applications (the "**Patents**", as further defined herein) related to Fluorescent Somatostatin Receptor Targeted Cancer Diagnostic Agents as fully described in clause 1 to the Patent Appendix attached as **Appendix A** to this Agreement and constituting an integral part thereof (the "**Patent Appendix**"); **AND**

Whereas: Licensor desires to grant to THM and THM desires to obtain from Licensor, an exclusive worldwide, irrevocable, perpetual license under the Patents specified in the Patent Appendix, for the purpose of developing, selling and distributing the Products, as defined below, all subject to and in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the Parties hereby agree and stipulate as follows:

1. **Preamble and Definitions:**

- 1.1 The Preamble to this Agreement as well as all the Agreement's appendices constitute an integral part thereof. The terms specified in the Preamble, which are defined hereinafter, shall be interpreted according to the meaning ascribed to them hereinafter.
- 1.2 The descriptive headings of this Agreement are inserted for convenience only and shall not be considered a part or affect the interpretation of this Agreement.
- 1.3 In addition to terms defined elsewhere in this Agreement or its appendices, the following terms shall have the meaning ascribed to them hereinafter:
 - 1.3.1 **The "Fund":** Medical Research Infrastructure Development and Health Services Fund by the Sheba Medical Center, a non profit organization incorporated under the laws of the State of Israel.

- 1.3.2 **"Patents"**: all the patents and the applications specified in Patent Appendix (**Appendix A**) and all patents which may be granted thereon and all continuations, continuations-in-part, patents of addition, divisions, renewals, reissues and extensions of any of the foregoing patents, in any jurisdiction worldwide.
- 1.3.3 **"Licensed Technology"**: the Patents.
- 1.3.4 **"Products"**: any product or service incorporating or making any use of the Licensed Technology or any part thereof including any invention, material, method, process, technique, know-how, data, information or other result developed based upon or using the Licensed Technology.
- 1.3.5 **"Sublicense"**: shall mean the grant of any right or license and any agreement executed, by the Licensee to or with any entity, permitting any use of the Licensed Technology and/or the Products (or any part thereof) including for the development and/or manufacture and/or marketing and/or distribution and/or sale of the Licensed Technology or the Products and the term "Sublicensee" shall be construed accordingly.
- 1.3.6 **"Receipts"**: All consideration or compensation of any kind actually received by THM from any source from the commercialization, or other use, of the Licensed Technology after deduction of Patent Expenses born by THM, as defined below. For the removal of doubt "Receipt" does not include compensation or consideration for reasonable and actual services to be provided by THM including without limitation research and development services.
- 1.3.7 **"Patent Expenses"**: all documented and reasonable costs and fees incurred, as of the Effective Date, in connection with the preparation, filing, maintenance, prosecution and the like of the Patents and any other and patents application filed in connection with and/or for the purpose of covering the Products or any part thereof.

2. **Grant of License and Sublicensing:**

- 2.1 **License.** DeveloGen hereby grants the Licensee a worldwide, exclusive, perpetual and irrevocable license under the Licensed Technology, including without limitation, for the purpose of development, manufacture, sale and marketing of the Products.
- 2.2 **Scope of License:** For the avoidance of doubt, the license granted hereunder shall be to utilize all substantial rights in and to the Licensed Technology. Without derogating from the foregoing, for the sake of clarification, the exclusive license hereunder includes the exclusive right for the entire term of each Patent (existing or future), in all jurisdictions worldwide, to act in every respect as if Licensee were the holder and owner of the Licensed Technology and Patents, including without limitation: (i) to further develop

the Licensed Technology, including by creating derivatives and new Products, all such new developments, enhancements, improvements and derivatives and the intellectual property rights pertaining thereto, shall be the sole property of Licensee; (ii) Licensee as further detailed in Section 2.5 below, may transfer or assign its licenses under the Licensed Technology and each of the Patents as it deems fit; and to (iii) control, at its sole discretion, the preparation and filing of patents, prosecution thereof, registration of rights, maintenance, protection and enforcement, of the Licensed Technology, including without limitation as provided in Section 4 below. For the avoidance of doubt, Licensee shall have sole discretion whether or not to take any such actions in connection with the Patents.

- 2.3 **Licensor's Restrictions:** Licensor shall be prohibited from exploiting the Licensed Technology, including the Patents, worldwide. Without limiting the foregoing, Licensor shall not charge or otherwise place a lien of any kind whatsoever on the Licensed Technology.
- 2.4 **Registration in Applicable PTOs:** The exclusive license with respect to Patents shall be registered in the relevant patent office in as much as such registration is possible under the law applicable to a Patent.
- 2.5 **Sublicense.** THM shall be entitled, subject to the terms and conditions of this Agreement, to grant Sublicenses to any third party according to its sole discretion upon the provision of written notice to DeveloGen. "Sublicense" shall mean any right granted, license given, or permitted use to a third party by THM, with respect to the Licensed Technology including with respect to the development, manufacture, marketing, distribution, or sale of any product.

3. Consideration and Reports.

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4. **Commercialization, Information and Patent Expenses.**

- 4.1 **Information.** The parties declare that DeveloGen has previously provided THM with certain information in its possession related to the Patents and the Research. The parties agree that no other information or assistance shall be provided by DeveloGen.
- 4.2 **Confidentiality.** DeveloGen shall not disclose and/or reveal the Licensed Technology to any third Party, and shall not use it for any purpose whatsoever.
- 4.3 **Commercialization.** THM shall commercialize the Licensed Technology in any manner whatsoever according to THM's sole discretion.
- 4.4 Nothing contained in this Agreement shall be construed as a representation or warranty of THM that the commercialization of the Licensed Technology shall be successful or result in any transaction with a commercial company or that the Licensed Technology is of any commercial value.
- 4.5 **Patents Expenses.** As of the Effective Date, THM shall bear the costs and fees incurred in connection with the preparation, filing, prosecution and maintenance of the Patents and DeveloGen shall bear all costs and fees incurred in connection with the preparation, filing, prosecution and maintenance of the Patents through the Effective Date. THM shall add, at its expense, the following scientists as inventors in the Patents: Genady Kostenich, Arie Orenstain and Sol Kimel. Such persons shall sign all necessary documents assigning all ownership rights in the Patents to the Licensor.
- 4.6 THM shall have the right to enforce the Patents, including (without limitation) to prosecute in its own name and at its own expense any infringement of the Licensed Technology. The above shall not be construed as an obligation by THM to prosecute any infringement of the Licensed Technology. If required under the applicable laws of the relevant jurisdiction, Licensor undertakes to join Licensee as a party to the prosecution and enforcement of any rights related to the Patents upon Licensee's request, at Licensee's own costs and expenses

- 4.7 Infringement of Third Parties' Intellectual Property Rights. THM undertakes that any Sublicensing Agreement shall include an undertaking of the Sublicensee to release and discharge DeveloGen, its officers and directors, and/or THM in advance and to indemnify, defend and hold them harmless from any and all loss, damage, cost and/or expense (including attorney fees) arising out of or in connection with any third party demand, claim or suit of any kind whatsoever alleging that the Licensed Technology infringe any third party intellectual property rights and/or alleging the infringement of any third party rights by reason of the manufacture, use, sale, offer for sale, or other use of the Licensed Technology or the Products. Each Party shall notify the other immediately upon learning of any such action, suit or proceeding.
- 4.8 Registration, Maintenance & Enforcement of Patents. THM shall determine, at its sole discretion, whether to file and/or continue to prosecute a patent application and/or maintain a patent in any country with respect to any part of the Patents or in connection with the Products, including the Licensed Technology. THM shall keep the Licensor informed of such actions. THM shall be entitled to take any action required, including the submitting of any requisite document, in order to prepare, file, register, prosecute, and/or maintain the Patents in any jurisdiction worldwide.
- 4.9 Power Of Attorney. DeveloGen shall provide THM with an irrevocable power of attorney executed by DeveloGen as required to execute the rights provided hereunder, duly certified in the form attached as Appendix B hereto. Such power of attorney shall terminate upon the termination of this Agreement.

5. Ownership

- 5.1 All rights in the Licensed Technology shall be solely owned by DeveloGen and THM shall hold and make use thereof solely in accordance with the terms of this Agreement.
- 5.2 DEVELOGEN MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE LICENSED TECHNOLOGY. IN PARTICULAR, DEVELOGEN MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED TECHNOLOGY WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS OF ANY THIRD PARTY OR OF THE ACCURACY, SAFETY, EFFICACY, OR USEFULNESS, FOR ANY PURPOSE, OF THE LICENSED TECHNOLOGY. DEVELOGEN HAS NO OBLIGATION, EXPRESS OR IMPLIED, TO SUPERVISE, MONITOR, REVIEW OR OTHERWISE ASSUME RESPONSIBILITY FOR THE PRODUCTION, MANUFACTURE, TESTING, MARKETING OR SALE OF ANY PRODUCT OR SERVICE. DEVELOGEN SHALL HAVE NO LIABILITY WHATSOEVER TO THM, THE HOSPITAL, THE FUND OR TO ANY THIRD PARTY FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY THM, THE HOSPITAL, THE FUND, OR BY ANY THIRD PARTY, FOR ANY

DAMAGE ASSESSED OR ASSERTED AGAINST THM, THE HOSPITAL OR THE FUND OR FOR ANY OTHER LIABILITY INCURRED BY OR IMPOSED UPON THM, THE HOSPITAL, THE FUND OR ANY OTHER PERSON OR ENTITY, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (i) THE PRODUCTION, MANUFACTURE, USE, PRACTICE, LEASE, OR SALE OF ANY PRODUCT OR SERVICE; (ii) THE USE OF THE LICENSED TECHNOLOGY; OR (iii) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES WITH RESPECT TO ANY OF THE FOREGOING.

6. **Term**

6.1 The License shall end, if not earlier terminated pursuant to the provisions of this Agreement, on a country-by-country basis, upon the later of: (i) the date of expiration of the last valid Patent included in the Licensed Technology; (ii) the end of a period of twenty (20) years from the date of the first commercial sale.

6.2 This Agreement may be immediately terminated by DeveloGen by written notice upon the occurrence of any of the following events to or in connection with THM:

a) Voluntary or involuntary bankruptcy (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding which is not removed within sixty (60) days;

b) Election to dissolve or wind-up business; or

c) Sale of all or substantially all of its assets as would cause such party to be unable to fulfill its obligations under this Agreement.

THM shall continue to bear the costs and fees of the Patents through the date of such termination.

6.3 THM may terminate this Agreement, at its sole discretion, at any time by a 60 days prior written notice (the "**Notice Period**") without any further liability to any Party; provided however that THM shall continue to bear the costs and fees of the Patents during the Notice Period and subject to clause 6.4 below. Notwithstanding the aforesaid, termination pursuant to this section 6.3 shall not derogate from any liability of either Party for breach of this Agreement which occurred prior to such termination by THM.

6.4 In the event of termination each party shall fulfill all outstanding obligations under this Agreement, including, but not limited to, paying the other any payment due hereunder through the date of termination.

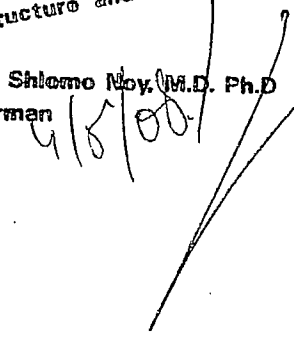
7. **Miscellaneous.**

7.1 No Restriction: No provision of this Agreement shall be construed so as to restrict THM from acquiring an interest in or developing technology that may compete with all or any part of the Licensed Technology, and THM may freely endeavor to commercialize such competitive technologies.

- 7.2 Law and Venue. Any dispute between the parties to this Agreement, including regarding its breach and/or its implementation and/or its termination, shall be decided exclusively by the competent court of law in Tel-Aviv, Israel which shall have exclusive jurisdiction and the law that shall apply in such case shall be the laws of the State of Israel.
- 7.3 Use Of Names. DeveloGen undertakes to avoid using the name of the Fund, the Hospital, THM and/or their employees, representatives and agents in its commercial publications or in connection with the Licensed Technology and/or the Products, without THM's prior written consent. Notwithstanding aforesaid, DeveloGen may disclose the terms or conditions of this Agreement, on a need-to-know basis, to its legal and financial advisors and DeveloGen and its affiliates may disclose the terms and conditions of this Agreement to potential investors, purchasers and/or merger or acquisition partners ("Potential Transactional Partners"), provided that such Potential Transactional Partners are bound by confidentiality undertakings.
- 7.4 Independent Parties. The relationship of the Parties is that of independent contractors. Neither Party nor their employees, consultants, contractors or agents are or shall be considered as agents, employees, partners, representatives or joint ventures of the other Party, nor do they have any authority to bind the other Party by contract or otherwise to any obligation. Each Party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.
- 7.5 Due Authorization and No Impediment. Each party hereby warrants that: (i) it has taken all internal actions necessary to authorize it to enter into and perform this Agreement and its representative whose signature is affixed hereto is fully authorized to sign this Agreement and to bind such Party thereby and (ii) upon the execution of this Agreement, this Agreement shall be legally binding on such Party and (iii) neither the signature of this Agreement nor the performance of its obligations hereunder will conflict with, or result in a breach of, or constitute a default under, any provision of the articles of association or by-laws of such Party, or of any law, contract or agreement, to which such Party is a party or subject.
- 7.6 Good Faith. Both Parties shall be under a duty to act in good faith in the performance and enforcement of this Agreement.
- 7.7 Notices. Except as otherwise provided in this Agreement, all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly served (i) upon personal delivery (ii) upon facsimile transmission (receipt of which has been confirmed by the recipient) or (iii) Seven (7) business days after deposit, postage prepaid, return receipt requested, if sent by Registered Mail and addressed to the address of the Parties first above stated or in accordance with such other address information as the Party to receive notice may provide in writing to the other Party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been duly served upon receipt thereof.

- 7.8 Assignment. THM may not assign any of its rights or obligations under this Agreement without the prior written consent of DeveloGen. Notwithstanding the aforementioned, THM shall be entitled to assign this Agreement to any association and/or organization and or company that was established in connection with or for the benefit of the Sheba Medical Center, upon the provision of written notice to DeveloGen. DeveloGen may assign any of its rights or obligations under this Agreement, in whole or in part, to any third party upon the provision of written notice to THM.
- 7.9 Waivers and Amendment. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, or privilege by either Party shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercise thereof or of any other, as each such right, power, or privilege may be exercised either independently or concurrently with others and as often and in such order as each Party may deem expedient. Any term or provision of this Agreement may be amended only in writing.
- 7.10 Entire Agreement; Amendments. This Agreement, including its schedules, contains the entire agreement of the Parties with respect to its subject matter. No oral or prior written statements or representations not incorporated herein shall have any force or effect, nor shall any part of this Agreement be amended, supplemented, waived or otherwise modified except in writing, signed by both Parties.
- 7.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of this Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal, or unenforceable provision were not contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and each of the undersigned hereby warrants and represents that he or she has been and is, as of the Effective Date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement.

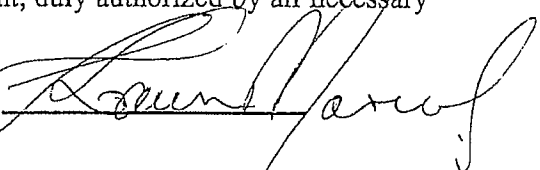
THM: ~~Tel Hashomer Medical Research~~
~~Structure and Services Ltd.~~
Signed by: 

Name: Prof. Shlomo Noy, M.D. Ph.D.
Chairman

Date: 4/5/08

Name:

Date:

DeveloGen: 

Signed by:

Name: SHAWN MARCUS

Date: MAY 12, 2008

Name:

Date:

APPENDIX A

Patent Family Report

Title :PHOTO-ACTIVE BACKBONE CYCLIZED SOMATOSTATIN ANALOGS FOR
PHOTODYNAMIC THERAPY AND IMAGING

Abstract :Novel photo-active labeled diagnostic and therapeutic peptides which are conformationally constrained backbone cyclized somatostatin analogs, having improved somatostatin receptor subtype affinity and selectivity are disclosed. The backbone cyclized peptide analogs disclosed possess unique and superior properties over other analogs, such as chemical and metabolic stability, selectivity, increased bioavailability and improved pharmacokinetics. Furthermore, the unique patterns of receptor subtype selectivity provide compounds having improved diagnostic and therapeutic utilities. Pharmaceutical compositions comprising the photo-active backbone cyclized somatostatin analogs, reagents for synthesizing same, and methods of using such compositions for diagnostic and therapeutic purposes including optical imaging and photodynamic therapy are also disclosed.

Country	Application	Filing Date	Patent No.\	Issue Date\	Status
No.	Pub. No.		Pub. Date		

USA	10/950378	19-Mar-2003	US 2005/0090429	28-Apr-2005	examination
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APPENDIX B

IRREVOCABLE POWER OF ATTORNEY

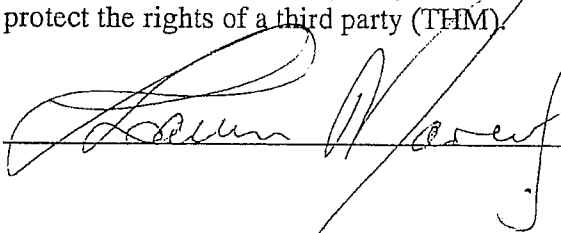
The undersigned, DeveloGen Israel Ltd. ("DeveloGen"), a private company duly incorporated under the laws of the State of Israel having a place of business at Building #16, Kiryat Weizmann, Rehovot, Israel irrevocably designates, appoints and empowers Prof. Zeev Rotshtein and/or Prof. Shlomo Noy and/or Mr. Moshe Barak and/or Adv. Mr. Amihud Gilony and/or Adv. Mrs. Hanna Azulai ("Agent") as the undersigned's agent and attorney, to act for and on its behalf, as detailed below, in connection with the License Agreement, effective date April 1, 2008, between Tel Hashomer - Medical Research, Infrastructure and Services Ltd. ("THM") and DeveloGen (the "Agreement"):

1. To take any action required in order to prepare, file, register, prosecute and/or maintain the Patents (as defined in the Agreement, as well as to protect or enforce the Patents, all in any jurisdiction worldwide; such actions may include, without limitation, to sign, file, submit, serve, accept service of and withdraw any document, including without limitation applications, declarations, statements, notices, pleadings and other writings of any kind; to respond to any outstanding action, to receive letters and to pay any fees, to take any action against any party, including without limitation, to file legal proceedings or initiate any other proceedings, to appear before the applicable patent office, or any other authority, whether judicial or administrative, as allowed by the applicable laws of any applicable jurisdiction; to commence, discontinue and settle any proceedings in connection with or assign from the matter aforesaid; to pay, collect and receive money and give effectual receipts therefor; all with the same legal force and effect as if executed by DeveloGen.

2. To execute, verify and file any such documents and to do all other lawfully permitted acts to obtain and enforce the exclusive rights in the Licensed Technology (as defined in the Agreement), in accordance with the Agreement, as Agent deems fit, with the same legal force and effect as if executed by DeveloGen.

3. To appoint any person as attorney or agent with full power of substitution and delegation to take all such actions, and transact on behalf of THM as provided in clauses 1 and 2 above.

4. This Power Of Attorney may not be revoked by DeveloGen for it is intended to protect the rights of a third party (THM).




Signature:

Name of Signatory: SHAUN MARCUS

Capacity of Signatory: DIRECTOR

I hereby confirm that the person signing above is authorized to sign this document on behalf of DeveloGen Israel Ltd.



קרייג רובין, עו"ד
מ.ר. 20303

Craig Rubin, Adv.

No 16- 08

מס' 08 - 16

Form No. 9

טופס מס' 9

**AUTHENTICATION OF SIGNATURE OF
PERSON SIGNING ON BEHALF OF A
BODY CORPORATE OR IN THE NAME OF
ANOTHER PERSON**

**אימות חתימתו של אדם בשם תאגיד או
בשם אדם אחר**

I the undersigned **Prof. Joseph Gross**,
Notary at **Tel-Aviv-Jaffa, Israel**, hereby
certify that on **May 18th, 2008** there appeared
before me at my office **Mr. Shaun Bernard
Marcus**, whose identity was proved to me by
Israeli Identity Card No. **012519252** issued at
Tel Aviv on **April 16, 1984**. He signed of his
own free will the attached document.

אני הח"מ **פרופ' יוסף גרוס** נוטריון בתל-
אביב-יפו, ישראל, מאשר כי ביום **18 במאי**
2008 ניצב לפני במשרדי מר **שון ברנרד**
מרכוס, שזהותו הוכחה לי על פי תעודת
זהות ישראלית מס' **012519252**, שניתנה
בתל אביב ביום **16.4.1984**, וחתם מרצונו
החופשי על המסמך המצורף.

And I certify that, with a view establishing
the right of the above to sign on behalf of
Develogen Israel Ltd there has been
produced to me **Minutes of the Board of
Directors resolution dated April, 2008**,

ואני מאשר כי להוכחת רשות הנ"ל לחתום
בשם **דוולוגן בע"מ** הוצג בפני **פרוטוקול**
החלטת דירקטוריון מאפריל 2008,

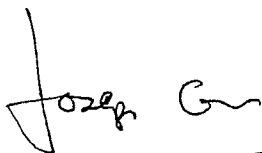
In witness thereof I hereby authenticate
the signatures of **Mr Shaun Bernard
Marcus** by my own signature and seal
this **May 18th, 2008**.

ולראיה הנני מאמת את חתימתו של מר **שון**
ברנרד מרכוס בחתימת ידי ובחותמי, היום
18 במאי 2008.

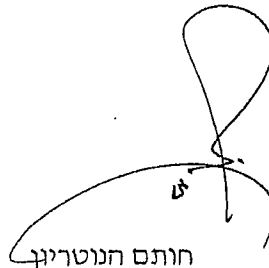
NIS 160 fees due.

חייב שכר בסך 160 ש"ח.

Signature



Notary's Seal



חותם הנוטריון



IRREVOCABLE POWER OF ATTORNEY

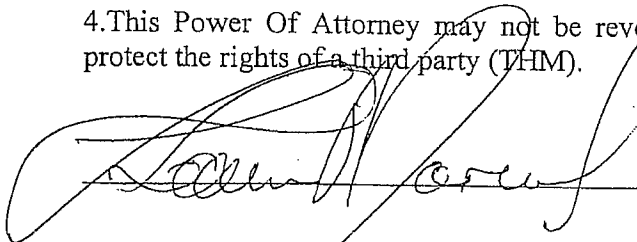
The undersigned, DeveloGen Israel Ltd. ("DeveloGen"), a private company duly incorporated under the laws of the State of Israel having a place of business at Building #16, Kiryat Weizmann, Rehovot, Israel irrevocably designates, appoints and empowers Prof. Zeev Rotshtein and/or Prof. Shlomo Noy and/or Mr. Moshe Barak and/or Adv. Mr. Amihud Gilony and/or Adv. Mrs. Hanna Azulai ("Agent") as the undersigned's agent and attorney, to act for and on its behalf, as detailed below, in connection with the License Agreement, effective date April 1, 2008, between Tel Hashomer - Medical Research, Infrastructure and Services Ltd. ("THM") and DeveloGen (the "Agreement"):

1. To take any action required in order to prepare, file, register, prosecute and/or maintain the Patents (as defined in the Agreement, as well as to protect or enforce the Patents, all in any jurisdiction worldwide; such actions may include, without limitation, to sign, file, submit, serve, accept service of and withdraw any document, including without limitation applications, declarations, statements, notices, pleadings and other writings of any kind; to respond to any outstanding action, to receive letters and to pay any fees, to take any action against any party, including without limitation, to file legal proceedings or initiate any other proceedings, to appear before the applicable patent office, or any other authority, whether judicial or administrative, as allowed by the applicable laws of any applicable jurisdiction; to commence, discontinue and settle any proceedings in connection with or assign from the matter aforesaid; to pay, collect and receive money and give effectual receipts therefor; all with the same legal force and effect as if executed by DeveloGen.

2. To execute, verify and file any such documents and to do all other lawfully permitted acts to obtain and enforce the exclusive rights in the Licensed Technology (as defined in the Agreement), in accordance with the Agreement, as Agent deems fit, with the same legal force and effect as if executed by DeveloGen.

3. To appoint any person as attorney or agent with full power of substitution and delegation to take all such actions, and transact on behalf of THM as provided in clauses 1 and 2 above.

4. This Power Of Attorney may not be revoked by DeveloGen for it is intended to protect the rights of a third party (THM).

 Signature:

Name of Signatory: SHAWN MARCUS

Capacity of Signatory: DIRECTOR