

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Estonian Biocentre	11/30/2007
RECEIVING PARTY DATA	
Name:	FIT Biotech OYJ PVC
Street Address:	Biokatu 8
City:	Tampere
State/Country:	FINLAND
Postal Code:	33520
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09101068
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Total Attachments: 6
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ASSIGNMENT AGREEMENT

between

ESTONIAN BIOCENTRE

and

FIT BIOTECH OYJ PLC



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SCHEDULES**SCHEDULE A; INTELLECTUAL PROPERTY**Handwritten signature and initials in the bottom right corner of the page.

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of 20th day of November, 2007 (The Effective Date)

by and between

- (1) Estonian Biocentre, a duly incorporated and organized under the laws of Estonia, having its registered office at Riia 23b, 51010 Tartu, ESTONIA hereinafter referred to as "Seller", and
- (2) FIT Biotech OYJ PVC (reg. no. FI09841834), a company duly incorporated and organized under the laws of Finland, having its principal office at Biokatu 8, 33520 Tampere, FINLAND, hereinafter referred to as the "Purchaser".

The parties under (1) – (2) above are hereinafter individually referred to as a "Party" or jointly as the "Parties".

WITNESSETH:

WHEREAS, the Seller is the holder of all of the Intellectual Property which is described in Schedule A; and

WHEREAS, the Seller is willing to assign, transfer and sell and the Purchaser is willing to assume, accept and buy the Intellectual Property;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and in the schedules hereto, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms and expressions shall have the following meanings:

"Agreement" means this Assignment Agreement by and between the Seller and the Purchaser, as it may be amended from time to time.

"Filing Agent(s)" means such persons or entities qualified to effect the filing of the Transfer Documents with the relevant authorities in relevant jurisdictions.

"Transfer Documents" means such forms and applications to be prepared and filed by the Purchaser or the Parties jointly with relevant authorities in relevant jurisdictions necessary to register, apply for approval of or to effect the assignment and transfer of the Intellectual Property from the Seller to the Purchaser.

“Intellectual Property” means the patents and patent applications detailed in Schedule A, and all patents to be issued (based on patent applications detailed in Schedule A) or claiming priority from any of the intellectual property rights detailed in Schedule A or pursuant thereto, and all divisions, continuations, continuations-in-part, reissues, reexaminations, substitutes, and extensions thereof, regardless of the name such intellectual property may be known by in any country of the world.

2. **TRANSFER OF INTELLECTUAL PROPERTY**

- 2.1 Subject to the terms and conditions of this Agreement the Seller assigns and transfers to the Purchaser all of the Seller's rights and title to and the interests in the Intellectual Property including the right to sue or take actions for past infringement as well as collect damages or pursue other remedies related thereto, free and clear of any pledge, lien, license or encumbrance, such assignment and transfer to be completed at the Effective Date. The Purchaser shall not have the duty to report any such suits, actions or collection of damages or other remedies pursued by the Purchaser for past infringement, to the Seller.



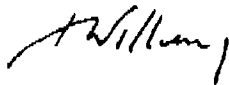
11. GOVERNING LAW AND ARBITRATION

11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Finland without giving effect to the choice of law principles thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate as of the day and year first above written.

Estonian Biocentre



Richard Villems, Director

FIT Biotech OYJ PLC



Kalevi Reijonen, CEO

SCHEDULE A: Intellectual property

International patent application No. PCT/EE96/00004 (WO97/24451), filed 27 December 1996, entitled "Episomal Vector and Uses Thereof", which PCT claims priority from US Patent Application No. 08/581,269.

National and regional applications derived from said PCT application:

US 6,479,279 (patent)
EP0870047 (application)
CA 2241172 (application)

and

others if any,

the inventions described and claimed therein, and any divisions, continuations, continuations in part, re-issues, re-examinations or extensions thereto, all to the extent owned or controlled by Estonian Biocentre.

A handwritten signature in black ink, appearing to read "William", is located in the lower right quadrant of the page.