

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Randall Murphy	05/26/2001
Linda H. Schneider	05/26/2001
Innova Biomed Inc.	05/26/2001

RECEIVING PARTY DATA

Name:	C Sixty Inc.
Street Address:	130 Adelaide Street West, Suite 3303
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 3P5

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6399785

CORRESPONDENCE DATA

Fax Number: (713)934-7011
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: Houston, TEXAS 77042

ATTORNEY DOCKET NUMBER:

4451.000296/KDG

NAME OF SUBMITTER:

Kenneth D. Goodman

Total Attachments: 3

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PATENT

REEL: 021212 FRAME: 0077

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RELEASE AND CONSENT

WHEREAS Randall B. Murphy, Stephen R. Wilson and Quing Lu assigned an application for letters patent of the United States of America entitled: "Multiply-Substituted Fullerenes and Methods for their Preparation and Characterisation" Serial No. 08/509,209, filed July 31, 1995 and its successor application(s) (the "Patent Application"), now U.S. Patent No. 6,126,962 to Sphere Biosystems, Inc. ("Sphere") on February 21, 1996 (the "Sphere Assignment");

AND WHEREAS pursuant to a settlement agreement dated February 21, 1996 among the shareholders of Sphere (the "Settlement Agreement"), Innova Biomed Inc. was granted an exclusive license agreement dated February 21, 1996 with respect to certain aspects of the Patent Application (the "License");

AND WHEREAS pursuant to the terms of the Settlement Agreement, Randall Murphy and Linda H. Schneider, and Innova Biomed Inc. provided a release with respect to all rights and claims against Sphere and Wilson other than the License.

AND WHEREAS the Patent Application was heretofore assigned to C-Sixty Inc. ("C Sixty") by Sphere (collectively with C Sixty, the "Corporations") (the "C Sixty Assignment");

NOW THEREFORE the undersigned hereby:

- (a) consents to the C Sixty Assignment and assigns to C Sixty all right, title and interest of any sort whatsoever in the Patent Application and the '962 patent and the subject matter thereof (the "Patent Rights") which the undersigned may have, including without limiting the foregoing any rights whatsoever which may have been assigned to the undersigned at the time of, or in connection with, the Sphere Assignment or the Settlement Agreement, including without limiting the foregoing the License;
- (b) confirms that the License is terminated;
- (c) forever releases and discharges the Corporations from all actions, causes of action, liabilities, claims and demands whatsoever (a "Claim") against the Corporations which the undersigned ever had, now has or may hereafter have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the present time in connection with the Patent Rights, the Sphere Assignment, the License or the C Sixty Assignment and, in particular, without in any way limiting the generality of the foregoing, for or by reason of or in any way arising out of any claims for money advanced to further the Patent Rights, or expenses, participation in profits, earnings or other remuneration related to the Patent Rights;
- (d) agrees that the undersigned shall not make any claim or take any proceedings with respect to any matter assigned, consented to, terminated, or released and

discharged in (a), (b) or (c) above which may result in any claim arising against any one of the Corporations for contribution or indemnity or other relief;

(e) represents and warrants that:

(i) all mortgages, charges and other security agreements held by the undersigned which mortgage, charge or create a security interest in the Patent Rights, whether securing any obligations of the undersigned (direct or indirect, absolute or contingent) or securing any obligation of any third party (the "Security") have been discharged; and

(ii) the undersigned has not assigned to any person, partnership, body corporate or other entity any Patent Rights, the License or a Claim which the undersigned assigns, terminates or releases by this Release and Consent;

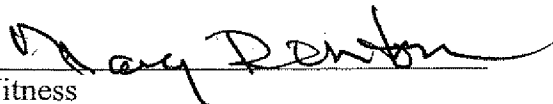
(f) undertakes to deliver promptly any further necessary assignments of the Patent Rights and terminations, releases and discharges of the License, any Claim or Security in registerable forms as may be requested from time to time.

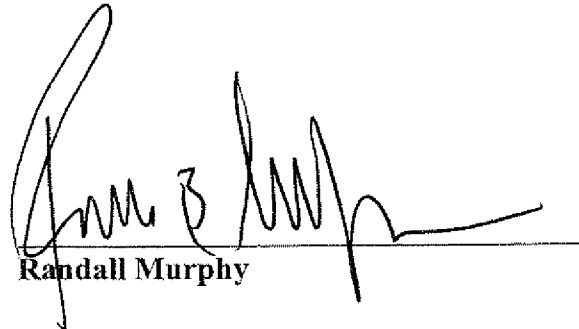
This Release and Consent shall be governed by and construed in accordance with the laws of the Province of Ontario.

This Release and Consent shall enure to the benefit of and be binding upon the heirs and legal and personal representatives of the undersigned and the successors and assigns of any one of the Corporations respectively.

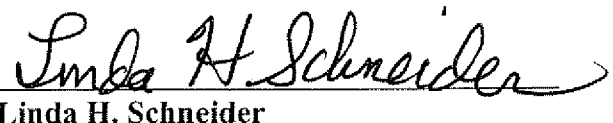
IN WITNESS WHEREOF the undersigned has executed this Release and Consent as of the 26th day of May 2001.

SIGNED, SEALED AND DELIVERED
in the presence of:


Witness


Randall Murphy


Witness


Linda H. Schneider

INNOVA BIOMED INC.

Per: Linda H. Schneider
Name: Linda H. Schneider
Title: President and CEO

Acknowledged by C Sixty Inc. this _____ day
of May, 2001.

C SIXTY INC.

Per: _____
Name: _____
Title: _____