

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Curtis, Morris & Safford, P.C.	07/05/2000
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:	6448412
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	4451.000297/KDG
NAME OF SUBMITTER:	Kenneth D. Goodman
Total Attachments: 3	
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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") to Sphere Biosystems, Inc. ("Sphere") on February 21, 1996 (the "Sphere Assignment");

AND WHEREAS a security interest was granted by Sphere evidenced by the Pledge/Security Agreement dated July 31, 1995 in favour of Stephen R. Field, Esq. and Curtis Morris & Safford, P.C. recorded on February 10, 1997 against the Patent Application at Reel 008340 Frame 0875 (the "Pledge Agreement");

AND WHEREAS the Patent Application is to be assigned to C-Sixty Inc. ("C Sixty") by Sphere (collectively with C Sixty, the "Corporations") effective on the day hereof (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 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;
- (b) forever releases and discharges the Corporations from all actions, causes of action, liabilities, claims and demands whatsoever including with respect to the Pledge Agreement (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 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;
- (c) agrees that the undersigned shall not make any claim or take any proceedings with respect to any matter assigned, consented to, released and discharged in (a) and (b) above which may result in any claim arising against any one of the Corporations for contribution or indemnity or other relief;
- (d) 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, including the Pledge Agreement, 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 or Claim which the undersigned assigns or releases by this Release and Consent;
- (e) undertakes to deliver promptly any further necessary assignments of the Patent Rights and releases and discharges of any Claim or Security, including the Pledge Agreement, in registrable 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 ~~5~~th day of ~~June~~^{July}, 2000.

SIGNED, SEALED AND DELIVERED)
 in the presence of:)
)
)
)
)
)
)
)
)
)

Betty Evans
 Witness

Barry Evans
 Barry Evans

CURTIS, MORRIS & SAFFORD,
P.C.

Per: [Signature]
 Name: Shackleton
 Title:

h.s.c.
 Acknowledged by C Sixty Inc.
 this 28 day of ~~June~~^{July}, 2000.
 C SIXTY INC.

Per: _____
Name:
Title:

GP/gk
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