

01-14-2009



103543733

ity Docket No.: 2785-1-002DIV

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1-13-09

1. Name of conveying party(ies)/Execution Date(s):

Lamellar Therapeutics Limited

respectively

Execution Date(s) June 28, 2007

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Lamellar Biomedical Limited

Internal Address:

Street Address: Sterling House

20 Renfield Street

City: Glasgow

State:

Country: United Kingdom Zip: G2 5AP

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

4. Application or patent number(s):

A. Patent Application No.(s)

12/313,724

This document is being filed together with a new application.

B. Patent No.(s)

JAN 13 2009

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name:

Internal Address:

Street Address: Klauber & Jackson LLC

411 Hackensack Avenue, 4th Floor

City: Hackensack

State: New Jersey Zip: 07601

Phone Number: 201-487-5800

Fax Number: 201-343-1684

Email Address: Info@KJIPLAW.COM

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11-1153
01/13/2009 NJANA1 00000058 12313724

Authorized USPTO Name _____ 40.00

9. Signature:

J. David Smith
Signature
J. David Smith Reg. No. 39,839

January 9, 2009

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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ASSIGNATION

between

LAMELLAR THERAPEUTICS LIMITED

and

LAMELLAR BIOMEDICAL LIMITED

and

DR JAMES WAUGH DOBBIE

Relating to Various Patent Applications and Patents Granted

macROBERTS

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PATENT ASSIGNATION

by

LAMELLAR THERAPEUTICS LIMITED, incorporated in Scotland under the Companies Acts (Company Number SC190806) and having its registered office at 9 Mallard Way, Strathclyde Business Park, Bellshill ML4 3BF (the "**Assignor**"); and

in favour of

LAMELLAR BIOMEDICAL LIMITED, incorporated in Scotland under the Companies Acts (Company Number SC312123) and having its registered office at Sterling House, 20 Renfield Street, Glasgow G2 5AP (the "**Assignee**"); and

DR JAMES WAUGH DOBBIE, residing at 26 Firhill Avenue, Airdrie, Lanarkshire ML6 9DZ ("the **Warrantor**").

WHEREAS

- A. The Assignor is the registered proprietor of the Patents (as hereinafter defined) and the applicant for the Patent Applications (as hereinafter defined).
- B. By an asset purchase agreement dated of even date between the Assignor and the Assignee, the Assignor has agreed to assign to the Assignee the Patents and Patent Applications, subject to the terms and conditions hereinafter specified.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires the following terms shall have the following meanings:

Agreement means this assignment;

Patents means the patents listed in Part I of the Schedule and Patent means any of them;

Patent Applications means the patent applications listed in Part II of the Schedule and Patent Application means any of them; and

Schedule means the schedule annexed hereto.

- 1.2 In this Agreement, unless the context otherwise requires:-

- 1.2.1 The headings are for convenience only and shall not affect interpretation.

- 1.2.2 Reference to a clause or schedule is to a clause or schedule of this Agreement.

- 1.2.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2. Assignment

- 2.1 In consideration of the sum of £0.01 pounds sterling, receipt of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee:-

- 2.1.1 its whole right, title and interest, past, present and future in and to the Patents throughout the world;

- 2.1.2 its whole right, title and interest, past, present and future in and to the Patent Applications throughout the world;

- 2.1.3 the absolute entitlement to any patent granted pursuant to the Patent Applications for

the full term of such patent;

2.1.4 the right to apply for, prosecute and obtain patent or similar protection in the UK and all other countries of the world for an invention embodied by the Patent Applications, including the right to claim priority from such Patent Applications;

2.1.5 the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of any patent or patents granted pursuant to the Patents and Patent Applications whether such infringements take place before or after the Execution Date.

2.2 The Assignor agrees and undertakes to execute and deliver all such documents, forms and authorisations and to do all such other things as may be reasonably required to give effect to this Agreement or which may otherwise be necessary to confirm the vesting of the rights hereby assigned to the Assignee.

2.3 The Warrantor agrees and undertakes to execute and deliver all such documents, forms and authorisations and to do all such other things as may be reasonably required to give effect to this Agreement or which may otherwise be necessary to confirm the vesting of the rights hereby assigned to the Assignee.

3. Confidentiality

The Assignor and the Warrantor undertakes that it will not publish or disclose any particulars of the Patent and Patent Applications to any person without the prior written consent of the Assignee.

4. Warranty

4.1 The Assignor warrants to the Assignee that:

4.1.1 It is the registered proprietor of the Patents and has full power to enter into this Agreement and the Assignee will receive a valid, good, unencumbered and marketable title in the Patents;

4.1.2 it is the applicant for the Patent Applications and has full power to enter into this Agreement and the Assignee will receive a valid, good, unencumbered and marketable title in the Patent Applications;

4.1.3 It has not granted or purported to grant any licenses or assignments to any third party to the Patents and or the Patent Applications and has not granted any rights of any nature over the Patents and or the Patent Applications;

4.1.4 it is not aware of any reason why the Patent Applications will not proceed to grant; and

4.1.5 so far as it is aware and having made due enquiry there is no litigation which is current, pending or threatened in respect of any of the Patents and/or Patent Applications, and no party has intimated to it that the exploitation of the Patents and or Patent Applications will infringe the rights of any third party.

4.2 The Warrantor warrants so far as he is aware and having made due enquiry there is no litigation which is current, pending or threatened in respect of any of the Patents and/or Patent Applications, and no party has intimated to him that the exploitation of the Patents and or Patent Applications will infringe the rights of any third party.

5. Indemnity

The Assignor and the Warrantor hereby jointly and severally indemnify the Assignee against all actions, claims, proceedings, costs, expenses (including legal expenses) and damages (including any damages or compensation paid by the Assignee on the bona fide advice of its legal advisers to compromise any claim) arising out of any breach of the above warranties subject to a maximum aggregate sum of £10,000 (excluding any legal costs and expenses

incurred by the Assignee in enforcing its rights under this clause).

6. **Governing Law**

This Agreement and all matters relating thereto shall be governed by the laws of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF:

SIGNED on behalf of **LAMELLAR THERAPEUTICS LIMITED** by
Director/Secretary/Authorised Signatory at Edinburgh on 28 June 2007 in the
presence of:

Witness: J. Heaney

Full Name: JENNIFER HEANEY

Address: 2 Blythwood square
Glasgow

J. Dobbie
Director/Secretary/Authorised Signatory

SIGNED on behalf of **LAMELLAR BIOMEDICAL LIMITED** by
Director/Secretary/Authorised Signatory at Edinburgh on 28 June 2007 in the
presence of:

Witness: J. E. Dewett

Full Name: John Edwin DEWETT

Address: 20 Ava Street, Kirkcaldy

A. M. L. Howell plc
Director/Secretary/Authorised Signatory Edinburgh

SIGNED by **DR JAMES WAUGH DOBBIE** at Edinburgh on 28 June 2007 in the
presence of:

Witness: J. Heaney

Full Name: JENNIFER HEANEY

Address: 2 Blythwood square
Glasgow

J. Dobbie
Dr James Waugh Dobbie

This is Part I of the schedule referred to in the foregoing assignment
between Lamellar Therapeutics Limited and Lamellar Biomedical Limited and Dr James Waugh
Dobbie.

**SCHEDULE
Part I**

Title	Country	Number
Lamellar Bodies	Australia	2001-256461
Lamellar Bodies	New Zealand	522058

This is Part II of the schedule referred to in the foregoing assignment
between Lamellar Therapeutics Limited and Lamellar Biomedical Limited and Dr James Waugh
Dobbie.

**SCHEDULE
Part II**

Title	Country	Number	Status
Lamellar bodies	Europe designating all contracting states	EP 1267924	Pending
Lamellar bodies	USA	11/491177	Pending
Lamellar bodies	Canada	2404325	Pending
Lamellar Bodies	Norway	2002/4571	Pending
Lamellar bodies	Japan	2004-517031	Pending

Title	Country	Number	Status
Using lamellar bodies for therapeutic purposes	Europe designating all contracting states	EP 1492501	Pending
Using lamellar bodies for therapeutic purposes	USA	0126420	Pending
Using lamellar bodies for therapeutic purposes	Japan	2005-526101	Pending

Title	Country	Number	Status
Using Lamellar bodies	Europe designating all contracting states	EP 1667693	Pending
Using Lamellar bodies	USA	0070877	Pending
Using Lamellar bodies	Australia	2004-475550	Pending
Using Lamellar bodies	Canada	2540328	Pending
Using Lamellar bodies	New Zealand	546388	Pending