

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
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CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------|----------------|
| CORE DYNAMICS LIMITED | 03/09/2009 |

RECEIVING PARTY DATA

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| Name: | MEDINVEST CAPITAL S.A R.I. |
| Street Address: | 231, Val des Bons-Malades |
| City: | Luxembourg |
| State/Country: | LUXEMBOURG |
| Postal Code: | L-2121 |

| | |
|------------------------|---|
| Name: | MORGAN STANLEY BANK INTERNATIONAL LIMITED |
| Street Address: | 25 Cabot Square, Canary Wharf |
| City: | London |
| State/Country: | UNITED KINGDOM |
| Postal Code: | E14 4QA |

PROPERTY NUMBERS Total: 12

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 5873254 |
| Patent Number: | 7331186 |
| Application Number: | 10488414 |
| Application Number: | 10575558 |
| Application Number: | 11884767 |
| Application Number: | 11989929 |
| Application Number: | 10588126 |
| Application Number: | 12007946 |
| Application Number: | 10500988 |
| Application Number: | 11658859 |

CH \$480.00 5873254

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| Application Number: | 11628648 |
| Application Number: | 10588077 |

CORRESPONDENCE DATA

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| ATTORNEY DOCKET NUMBER: | 12034-01903 |
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| NAME OF SUBMITTER: | Laurie Emmer |
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Execution Version

Dated this 9th day of March, 2009

BY :

CORE DYNAMICS LIMITED

IN FAVOUR OF:

MEDINVEST CAPITAL S.À R.L.

AND

MORGAN STANLEY BANK INTERNATIONAL LIMITED

FIXED AND FLOATING CHARGE

Conyers Dill & Pearman
Barristers & Attorneys
Hamilton, Bermuda

Corp 275825

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SCHEDULE I

SCHEDULE II

SCHEDULE III

THIS FIXED AND FLOATING CHARGE is made on the 9th day of March, 2009

BY:

Core Dynamics Limited, a company incorporated under the laws of Bermuda and having its registered office at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda (the "Chargor"); and

IN FAVOUR OF:

MedInvest Capital S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg and having its registered office at 231, Val des Bons Malades, L-2121 Luxembourg-Kirchberg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register under the number B142.931 and having a share capital of EUR 12,500 (the "Chargee")

AND

Morgan Stanley Bank International Limited as the MedInvest Security Agent (as defined in the Loan Agreement below) (the "Security Agent")

WHEREAS:

- (A) By a loan agreement dated on or around the date of this Charge (as defined herein) (the "Loan Agreement") made between the Chargor as borrower, and the Chargee as lender (the "Lender") (amongst others), the Lender agreed to provide certain loan facilities to the Chargor on the terms and conditions therein set out (the "Loan").
- (B) As security for its obligations under the Loan Agreement the Chargor has agreed to charge its interest in the Charged Property (as defined herein).
- (C) It is a condition precedent to the Lender advancing the Loan to the Chargor that the Chargor executes this Charge in favour of the Chargee and the same is executed by the Chargor in consideration of the Lender's agreeing to advance the Loan to the Chargor and for other good and valuable consideration (the sufficiency and receipt of which the Chargor hereby acknowledges).

NOW THIS CHARGE WITNESSETH as follows:

1 Interpretation

1.1 In this Charge, unless the context otherwise requires, the following words and expressions shall have the following meanings:

the "Account" means the account details of which are set out in **Schedule I** or any replacement or substitute for any such account;

- “Affiliated Company” means in relation to any company, another company which is an affiliated company (within the meaning of section 86 of the Companies Act 1981, applied without reference to the jurisdiction of incorporation of either company);
- the “Bank” means The Royal Bank of Scotland International;
- “Business Day” means any day other than Saturday, Sunday, bank or other public holiday in Bermuda;
- “Charge” means this fixed and floating charge;
- “Charged Property” means all of the property and assets charged under this Charge in favour of the Chargee (including all of the Chargor’s right, title and interest in and to the Deposits contained in the Account) and all other property and assets which are or are required to be charged in favour of the Chargee under this Charge;
- “Debts” means all book debts and other debts now or from time to time hereafter due, owing or payable to the Chargor wheresoever situate and all choses in action which give rise or may give rise to book debts or other debts, and the benefits of all rights relating thereto and of obtaining or enforcing payment of the same, and including, without limitation, the proceeds of all insurance and the Chargor’s cash at bank;
- “Deposits” means all of the sums deposited or contained in the Account from time to time and at any time;
- “Event of Default” has the meaning attributed to such term in the Loan Agreement;
- “IP Right” Means all (i) copyrights (whether registered or unregistered) (including rights in the nature of copyright vested in the Chargor from time to time in any plans, drawings, designs and formulae prepared for or in connection with the Charged Property or any of it), copyright usage and exploitation rights, patents, know-how, confidential information, database rights, and rights

in trade marks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and general intangibles of like nature existing anywhere in the world; in each case, including but not limited to those trademarks and patents set out in Schedule II.

- “Obligors” has the meaning given to such term in the Loan Agreement;
- “Parties” means the parties to this Charge;
- “PC Documents” has the meaning given to such term in the Loan Agreement;
- “PC Security” has the meaning given to such term in the Loan Agreement;
- "Permitted Security" has the meaning given to such term in Loan Agreement;
- “Secured Liabilities” means all present and future liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and grantor of PC Security to the Chargee (and/or the Security Agent) under each or any of the PC Documents together with all costs, charges and expenses incurred by the Chargee (and/or the Security Agent) in connection with the protection, preservation or enforcement of their respective rights under the PC Documents;
- “Securities” means the stocks, shares and other securities referred to in **clause 4.1.2**;
- “Security Interest” means any charge, mortgage, pledge, lien, security interest or other encumbrance;
- “Security Period” means the period commencing on the date of execution of this Charge and terminating the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;
- “Transaction Documents” has the meaning given to such term in Loan Agreement.

1.2 In this Charge:

- 1.2.1 references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification);
- 1.2.2 references to clauses and schedules are references to clauses hereof and schedules hereto; references to sub-clauses or paragraphs are, unless otherwise stated, references to sub-clauses of the clause or paragraphs of the schedule in which the reference appears;
- 1.2.3 references to the singular shall include the plural and vice versa and references to the masculine shall include the feminine and/or neuter and vice versa; and
- 1.2.4 references to persons shall include companies, partnerships, associations and bodies of persons, whether incorporated or unincorporated;
- 1.2.5 references to assets include property, rights and assets of every description;
- 1.2.6 references to any document are to be construed as references to such document as amended or supplemented from time to time; and
- 1.2.7 If the Security Agent considers, after receiving legal advice, that it is reasonable that an amount paid under a PC Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Charge.

2 Chargor Representations and Warranties

The Chargor hereby represents and warrants to the Chargee that:

- 2.1 the Chargor is, or at the time of acquisition will be, the sole and absolute legal and beneficial owner of all of the Charged Property and holds (or in the case of Charged Property to be acquired in the future, will hold) such Charged Property free from any Security Interest (other than (i) those created by this Charge or (ii) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission of the Chargor) and any options or rights of pre-emption;
- 2.2 the Chargor has full power and authority (i) to be the legal and beneficial owner of the Charged Property, (ii) to execute and deliver this Charge and (iii) to comply with the provisions of, and perform all its obligations under, this Charge;
- 2.3 this Charge constitutes the Chargor's legal, valid and binding obligations enforceable against the Chargor in accordance with its terms except as such enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar laws affecting creditors' rights generally;

- 2.4 the entry into and performance by the Chargor of this Charge does not violate (i) any law or regulation of any governmental or official authority, or (ii) any agreement, contract or other undertaking to which the Chargor is a party or which is binding upon the Chargor or any of its assets;
- 2.5 all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of this Charge have been obtained and are in full force and effect; and
- 2.6 the Chargor has taken all corporate and other action required to approve its execution, delivery and performance of this Charge; and
- 2.7 upon execution and delivery of this Charge and registration of the same with the Bermuda Registrar of Companies, the Chargee will have a valid security interest in the Charged Property and the Charge will have priority in Bermuda over any unregistered charges and over any subsequently registered charges in respect of the Charged Property.

The representations and warranties set out in this Charge (including this Clause) are made on the date of this Charge and are deemed to be repeated by the Chargor on the date of the Utilisation Request, the Utilisation Date and the first day of each Interest Period. When a representation and warranty is deemed to be repeated, it is applied to the circumstances existing at the time of repetition.

3 Chargor Covenants

- 3.1 The Chargor hereby covenants with the Chargee that it will pay the Secured Liabilities or any part thereof to the Chargee;
 - 3.1.1 where the Chargee has not agreed in writing to the contrary, on demand by the Chargee; and
 - 3.1.2 otherwise, as and when the Secured Liabilities or any part thereof are due for payment (including, on or after this Charge becoming enforceable, under **clause 7**).

The Chargor hereby covenants with the Chargee that the Chargor will as soon as practicable upon demand of the Chargee and at the expense of the Chargor, execute and deliver to the Chargee or to such person or persons as the Chargee may nominate such additional charge or charges of the Charged Property (or any part thereof) for the purpose of further securing the payment and discharge of all Secured Liabilities, each such additional charge to be in such form as the Chargee may reasonably require.

- 3.2 The Chargor shall:

- 3.2.1 serve a notice of assignment, substantially in the form of Part 1 of Schedule III on the Bank on or about the date of this Charge; and
- 3.2.2 ensure that the Bank acknowledges the notice, substantially in the form of Part 2 of Schedule III, as soon as practicable but in any case, no later than the Utilisation Date.

4 Security

- 4.1 In consideration of the Chargee agreeing at the request of the Chargor to make the Loan available to the Chargor and as a continuing security for the Secured Liabilities the Chargor as legal and beneficial owner hereby charges in favour of the Chargee:
 - 4.1.1 by way of fixed charge the Debts;
 - 4.1.2 by way of fixed charge the stocks, shares and other securities described in **Schedule I** together with all stocks, shares or other securities now or at any time during the continuance of this Charge belonging to the Chargor;
 - 4.1.3 by way of fixed charge, to the extent that the same can legally be charged, all licences (statutory or otherwise) now or at any time during the continuance of this Charge held in connection with the Chargor's business or the use of any of the Charged Property and the right to recover and receive all compensation which may at any time become payable to the Chargor in respect thereof;
 - 4.1.4 by way of fixed charge, to the extent that the same can legally be charged, (i) all IP Rights included in or otherwise relating to the Charged Property vested in the Chargor from time to time, including those created, arising or acquired after the date of this Charge; (ii) all present and future claims for royalties and any other rights under license agreements relating to any IP Rights charged under (i) above;
 - 4.1.5 by way of floating charge all the undertaking, property and assets whatsoever now or at any time during the continuance of this Charge belonging to the Chargor not otherwise effectively charged by way of legal mortgage or fixed charge pursuant to **clauses 4.1.1 to 4.1.4** (inclusive) or assigned pursuant to clause **4.2** below; and
 - 4.1.6 by way of floating charge all of its right, title and interest in and to the Deposits contained in the Account from time to time and at any time.
- 4.2 In further consideration of the Chargee agreeing at the request of the Chargor to make the Loan available to the Chargor and as a continuing security for the Secured Liabilities the Chargor as legal and beneficial owner hereby assigns to the Chargee:

4.2.1 the benefit of all agreements, warranties, guarantees, insurances and bonds now or from time to time entered into or to be entered into by the Chargor in connection with the whole or any part of the Charged Property; and

4.2.2 IP Rights vested in the Chargor from time to time in any plans, drawings, designs and formulae prepared for or in connection with the Charged Property or any of it,

PROVIDED that the Chargee shall not exercise any rights in respect of the benefits or IP Rights assigned unless there has been an Event of Default which is continuing.

4.3 The floating charges created pursuant to **clause 4.1.5** and **4.1.6** shall forthwith become enforceable and shall automatically and immediately crystallise and shall become a fixed charge on all of the Charged Property referred to in **clause 4.1.5** or **4.1.6** (as the case may be) then in existence without any requirement for further or any action on the part of the Chargee:

4.3.1 upon written notice being delivered by the Chargee to the Chargor, provided that the Chargee considers (acting reasonably) any or all of the Charged Property to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy or

4.3.2 upon the occurrence of any of the following events:

4.3.2.1 if the Chargor proposes to make any sale of the Charged Property referred to in **clauses 4.1.1 to 4.1.6** without the prior written consent of the Chargee, or makes or proposes to make any sale of the Charged Property referred to in **clause 4.1.7** in bulk or out of the usual course of its business, except as otherwise permitted in the Loan Agreement;

4.3.2.2 if the first fixed charges created pursuant to **clauses 4.1.1 to 4.1.6** shall become enforceable under the provision of **clause 7.1**; or

4.3.2.3 if an Event of Default occurs that is continuing.

4.4 Except as otherwise permitted in the Loan Agreement the Chargor hereby covenants that during the Security Period it will remain the legal and the beneficial owner of the Charged Property (subject only to the Security Interests hereby created and the Permitted Security) and that it will not:

4.4.1 create or suffer the creation of any Security Interests (other than those created by this Charge and the Permitted Security) on or in respect of the whole of any part of the Charged Property or any of its interest therein;

4.4.2 except by way of sale in the ordinary course of its business as carried on at the date of this Charge and for the purpose of carrying on the same or as permitted

under the Loan Agreement, and subject to the fixed charges pursuant to this Charge, sell, assign, transfer or otherwise dispose of any of its interest in the Charged Property;

in any such case, without the prior consent in writing of the Chargee.

- 4.5 The Chargor shall remain liable to perform all the obligations assumed by it in relation to the Charged Property and the Chargee shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Chargor to perform its obligations in respect thereof.
- 4.6 At the end of the Security Period, the Chargee must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the security constituted by this Charge.
- 4.7 If any of the Charged Property are governed by laws other than the laws of Bermuda, this Charge shall be construed in such a way that it creates to the fullest extent permissible under the law governing such Charged Property, a security interest in and/or to that Charged Property which corresponds as closely as possible to the economic purpose pursued by the grant of rights under this Charge. Where any of the IP Rights comprised in the Charged Property are incapable of being so charged under the laws governing such IP Rights, the creation of a continuing security interest pursuant to this Charge shall be construed as granting a world-wide, perpetual, exclusive, irrevocable and unlimited license under any such IP Rights to the Chargee from the time the Event of Default occurs and is continuing.

5 Dealings with Charged Property

- 5.1 Unless and until an Event of Default has occurred the Chargor shall be entitled to exercise all voting and/or consensual powers pertaining to the Charged Property or any part thereof for all purposes not inconsistent with the terms of this Charge or the Loan Agreement.
- 5.2 The Chargor shall pay all calls, installments or other payments, and shall discharge all other obligations, which may become due in respect of any of the Charged Property and in an Event of Default, the Chargee may, upon notice to the Chargor, if it thinks fit make such payments or discharge such obligations on behalf of the Chargor. Any sums so paid by the Chargee in respect thereof shall be repayable on demand and pending such repayment shall constitute part of the Secured Liabilities.
- 5.3 The Chargee shall not have any duty to ensure that any dividends, interest or other moneys and assets receivable in respect of the Charged Property are duly and punctually paid, received or collected as and when the same become due and payable or to ensure that the correct amounts (if any) are paid or received on or in respect of the Charged Property or to ensure the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of

redemption bonus, rights, preference, or otherwise on or in respect of, any of the Charged Property.

- 5.4 If, in the Chargee's opinion (acting reasonably) (i) any or all of the Charged Property may be in danger of being seized or sold under any form of distress, attachment, execution, or other legal process or to otherwise be in jeopardy or (ii) the Chargee's rights in connection with this Charge and/or the validity or enforceability of this Charge may be adversely affected in any respect (including, without limitation, the ability of the Chargee to enforce this Charge), then the Chargor hereby authorises the Chargee to arrange at any time and from time to time (whether before or after the occurrence of an Event of Default) for the Charged Property or any part thereof to be registered in the name of the Chargee (or its nominee) thereupon to be held, as so registered, subject to the terms of this Charge.

6 Preservation of Security

6.1 It is hereby agreed and declared that:

6.1.1 the security created by this Charge shall be held by the Chargee as a continuing security for the payment and discharge of the Secured Liabilities and the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities;

6.1.2 the security so created shall be in addition to and shall not in any way be prejudiced or affected by any of the other PC Documents;

6.1.3 the Chargee shall not be bound to enforce any other security before enforcing the security created by this Charge;

6.1.4 no delay or omission on the part of the Chargee in exercising any right, power or remedy under this Charge shall impair such right, power or remedy or be construed as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and not exclusive of any rights, powers and remedies provided by law and may be exercised from time to time and as often as the Chargee may deem expedient; and

6.1.5 any waiver by the Chargee of any terms of this Charge shall only be effective if given in writing and then only for the purpose and upon the terms for which it is given.

6.2 Any settlement or discharge under this Charge between the Chargee and the Chargor shall be conditional upon no security or payment to the Chargee by the Chargor or any other person being avoided or set-aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and, if such condition is not satisfied, the Chargee

shall be entitled to recover from the Chargor on demand the value of such security or the amount of any such payment as if such settlement or discharge had not occurred.

6.3 The rights of the Chargee under this Charge and the security hereby constituted shall not be affected by any act, omission, matter or thing which, but for this provision, might operate to impair, affect or discharge such rights and security, in whole or in part, including without limitation, and whether or not known to or discoverable the Chargor, the Chargee or any other person:

6.3.1 any time or waiver granted to or composition with any person;

6.3.2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against any other person;

6.3.3 any legal limitation, disability, incapacity or other circumstances relating to any other person;

6.3.4 any amendment or supplement to the Loan Agreement, the other PC Documents or any other document or security;

6.3.5 the dissolution, liquidation, amalgamation, reconstruction or reorganisation of any person; or

6.3.6 the unenforceability, invalidity or frustration of any obligations of any person under the Loan Agreement, the other PC Documents or any other document or security.

6.4 Until the end of the Security Period, the Chargor shall not by virtue of any payment made hereunder on account of the Secured Liabilities or by virtue of any enforcement by the Chargee of its rights under, or the security constituted by, this Charge (whether or not such transaction shall be related to, or in connection with, the subject matter of this Charge):

6.4.1 exercise any rights of subrogation in relation to any rights, security or moneys held or received or receivable by the Chargee or any person;

6.4.2 exercise any right of contribution from any co-surety liable in respect of such moneys and liabilities under any other guarantee, security or agreement;

6.4.3 exercise any right of set-off or counterclaim against any such co-surety;

6.4.4 receive, claim or have the benefit of any payment, distribution, security or indemnity from any such co-surety; or

6.4.5 unless so directed by the Chargee (when the Chargor will prove in accordance with such directions), claim as a creditor of any such co-surety in competition with the Chargee.

The Chargor shall hold in trust for the Chargee and forthwith pay or transfer (as appropriate) to the Chargee any such payment (including an amount equal to any such set-off), distribution or benefit of such security, indemnity or claim in fact received by it.

6.5 Subject to the terms of the Loan Agreement, until the end of the Security Period, the Chargor shall:

6.5.1 deal with the Debts in accordance with any written directions from time to time of the Chargee and in default of and subject to any such directions deal with the Debts only in the ordinary course of getting in and realising the same;

6.5.2 if called upon to do so by the Chargee execute a legal assignment of the Debts to the Chargee in such form as the Chargee shall require and give such notices and take such other steps as the Chargee may require to perfect such legal assignment provided that, in the Chargee's opinion (acting reasonably), (i) any or all of the Charged Property may be in danger of being seized or sold under any form of distress, attachment, execution, or other legal process or to otherwise be in jeopardy or (ii) the Chargee's rights in connection with this Charge or the validity or enforceability of this Charge may be adversely affected in any respect (including, without limitation, the ability of the Chargee to enforce this Charge);

6.5.3 not without the prior written consent of the Chargee grant or agree to grant any lease, licence or tenancy affecting all or any of the Charged Property or accept or agree to accept any surrender of any lease, licence or tenancy thereof or agree, accept, suffer or permit any alteration, variation or addition to the terms of such lease, licence or tenancy;

6.5.4 insure and keep insured the Charged Property , Securities and other effects with such insurer and against such risks and in such amounts and otherwise upon such terms as the Chargee may from time to time require in each case in the joint names of the Chargor and the Chargee or with the interest of the Chargee noted on the policy (as the Chargee may require);

6.5.5 duly pay all premiums and other moneys necessary for effecting and keeping up such insurances immediately upon the same becoming due, not do or permit to be done anything in or upon or relating to the Charged Property which may make void or voidable any such insurance and on demand produce to and/or deposit with the Chargee such policies and the receipts for such payments;

6.5.6 ensure that all sums at any time payable under any such insurance shall be paid to the Chargee (and if the same is not paid directly to the Chargee by the insurers then the Chargor shall be trustee of the same for the benefit of the Chargee and

shall account to the Chargee accordingly) and shall at the option of the Chargee be applied in making good or recouping expenditure in respect of the loss or damage for which such moneys are received or in or towards discharge or reduction of any of the Secured Liabilities;

- 6.5.7 make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep the IP Rights which are material to its business in force; if requested to do so by the Chargee, make entries in any public register to its IP Rights which either record the existence of this Agreement or the restrictions on disposal effected by this Agreement; take such commercially appropriate steps as are necessary to prevent third parties infringing, violating, diluting or misappropriating those IP Rights which are material to its business; inform the Chargee promptly of any attachments regarding any or all of the IP Rights or any similar measures which may impair or jeopardize the Chargee's rights relating to the IP Rights; take all necessary and reasonable steps to pursue any pending application to obtain the grant of the IP Rights and to maintain the IP Rights unless it is economically not desirable; and use the IP Rights as registered continuously, with interruptions, in order to ensure and maintain the validity of the IP Rights, unless this economically not desirable; and
- 6.5.8 promptly afford such facilities as the Chargee shall require to enable the Chargee or its agent to investigate to its or their satisfaction the matters aforesaid.

7 Enforcement of Security

- 7.1 Upon the occurrence of an Event of Default which is continuing the security hereby constituted shall become immediately enforceable and the power of sale and other powers specified in Section 30 of the Conveyancing Act 1983 (applied in respect of personal property as well as real property) as varied or amended by this Charge shall be immediately exercisable upon and at any time thereafter; and without prejudice to the generality of the foregoing, the Chargee (without further notice to the Chargor):
- 7.1.1 may solely and exclusively exercise all voting and/or consensual powers pertaining to the Charged Property or any part thereof and may exercise such powers in such manner as the Chargee may think fit; and/or
- 7.1.2 may receive and retain all dividends, interest or other moneys or assets accruing on or in respect of the Charged Property or any part thereof, such dividends, interest or other moneys or assets to be held by the Chargee, until applied in the manner described in **clause 7.3**, as additional security charged under and subject to the terms of this Charge and any such dividends, interest or other moneys or assets received by the Chargor after such time shall be held in trust by the Chargor for the Chargee and paid or transferred to the Chargee on demand; and/or
- 7.1.3 may sell, transfer, grant options over or otherwise dispose of the Charged Property or any part thereof at such place and in such manner and at such price or

prices as the Chargee may deem fit, and thereupon the Chargee shall have the right to deliver, assign and transfer in accordance therewith the Charged Property so sold, transferred, granted options over or otherwise disposed of; and/or

- 7.1.4 may appoint by instrument any person or persons to be a receiver or receivers of the Charged Property (the "Receiver") and remove any Receiver so appointed and appoint another or others in his stead.
- 7.2 Upon any sale of the Charged Property or any part thereof by the Chargee the purchaser shall not be bound to see or enquire whether the Chargee's power of sale has become exercisable in the manner provided in this Charge and the sale shall be deemed to be within the power of the Chargee, and the receipt of the Chargee for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor.
- 7.3 All moneys received by the Chargee pursuant to this Charge shall be held by it upon trust in the first place to pay or make good all such expenses, liabilities, losses, costs, duties, fees, charges or other moneys whatsoever as may have been paid or incurred by the Chargee in exercising any of the powers specified or otherwise referred to in this Charge and the balance shall be applied in the following manner:
- 7.3.1 **FIRSTLY:** in or towards satisfaction of any amounts in respect of the balance of the Secured Liabilities as are then accrued due and payable or are then due and payable by virtue of payment demanded, in such order or application as the Chargee shall think fit;
- 7.3.2 **SECONDLY:** in retention of an amount equal to any part or parts of the Secured Liabilities as are or are not then due and payable but which (in the sole and absolute opinion of the Chargee) will or may become due and payable in the future and, upon the same becoming due and payable, in or towards satisfaction thereof in accordance with the foregoing provisions of this clause; and
- 7.3.3 **THIRDLY:** the surplus (if any) shall be paid to the Chargor or to whomsoever else may be entitled thereto.
- 7.4 The Chargor hereby waives the entitlement conferred by Section 29 of the Conveyancing Act 1983 (to the extent applicable) and agrees that Section 31 of that Act (to the extent applicable) shall not apply to the security created by this Charge. For the avoidance of doubt, the powers of the Chargee by virtue of this Charge shall not be limited to those specified in Section 30 of the Conveyancing Act 1983. For the purpose of all powers conferred by statute, the Secured Liabilities shall be deemed to have become due and payable on the date hereof.
- 7.5 The Chargee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Charge or to make any claim or to take any action

to collect any moneys assigned by this Charge or to enforce any rights or benefits assigned to the Chargee by this Charge or to which the Chargee may at any time be entitled hereunder.

- 7.6 Neither the Chargee nor its agents, managers, officers, employees, delegates and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions hereunder in the absence of fraud, dishonesty, gross negligence or willful misconduct.
- 7.7 The Chargee shall not by reason of the taking of possession of the whole or any part of the Charged Property or any part thereof be liable to account as mortgagee-in-possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.
- 7.8 In addition to all other rights or powers vested in the Chargee hereunder or by statute or otherwise, the Receiver appointed under Clause 7.1.4 shall have the following powers;
- 7.8.1 to take possession of, collect and get in all or any part of the Charged Property;
- 7.8.2 in the name of the Chargor or in his own name, to bring, prosecute, enforce, defend and abandon applications, claims, disputes, actions, suits and proceedings in connection with all or any part of the Charged Property and to submit to arbitration, negotiate, compromise and settle any such applications, claims, disputes, actions, suits or proceedings;
- 7.8.3 to carry on or concur in carrying on the business of the Chargor in such manner as he sees fit and with the consent of the Chargee to raise money from the Chargee or others on the security of all or any part of the Charged Property;
- 7.8.4 to sell, call in, collect and convert into money or let the Charged Property or any of it at such place and in such manner and at such price or prices as he shall think fit and with liberty also to give effectual receipts for the purchase money or the proceeds thereof and to do all other acts and things for completing any sale, calling in, collection and conversion which the Receiver may think fit and without thereby becoming liable as a mortgagee in possession;
- 7.8.5 to purchase, lease, hire or otherwise acquire any assets or rights of any description which he shall in his absolute discretion consider necessary or desirable for the use, improvement, or realization of the whole or any part of the Charged Property;
- 7.8.6 to borrow or raise money on such terms as he shall think fit for the use, improvement, or realization of the whole or any part of the Charged Property;
- 7.8.7 to make any arrangement or compromise which he shall think expedient;

- 7.8.8 to make and effect all repairs, improvements and insurances, and to enter into such bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit and make all payments needed to effect, maintain or satisfy such obligations or liabilities;
 - 7.8.9 to appoint, employ, engage, dismiss or vary the terms of employment or engagement of managers, officers, accountants, attorneys and agents at such salaries as he may determine;
 - 7.8.10 to call up all or any portion of the uncalled capital of the Chargor; and
 - 7.8.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do as agent for the Chargor.
- 7.9 Every Receiver shall so far as it concerns responsibility for his acts be deemed to be an agent of the Chargor, which shall be solely responsible for his acts and defaults and for the payment of his remuneration and no Receiver shall at any time act as agent for the Chargee.
- 7.10 Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee (or, failing such agreement, to be fixed by the Chargee) appropriate to the work and responsibilities involved, upon the basis of current industry practice.

8 Further Assurances

- 8.1 The Chargor shall provide such assurances and do all acts and things as the Chargee in its absolute discretion may require for:
- 8.1.1 perfecting, protecting or ensuring the priority of the security hereby created (or intended to be created);
 - 8.1.2 preserving or protecting any of the rights of the Chargee under this Charge;
 - 8.1.3 ensuring that the security constituted by this Charge and the covenants and obligations of the Chargor under this Charge shall enure to the benefit of any assignee of the Chargee;
 - 8.1.4 facilitating the appropriation or realisation of the Charged Property or any part thereof; or
 - 8.1.5 exercising any power, authority or discretion vested in the Chargee under this Charge,

in any such case, forthwith upon demand by the Chargee and at the expense of the Chargor.

- 8.2 The Chargor shall provide such assurances and do all acts and things the Receiver may in his absolute discretion require for the purpose of exercising the powers (or giving effect to the exercise of the powers) conferred on the Receiver hereunder or any of them and the Chargor hereby irrevocably appoints the Receiver to be the lawful attorney in fact of the Chargor to do any act or thing and to exercise all the powers of the Chargor for the purpose of exercising the powers (or giving effect to the exercise of the powers) conferred on the Receiver hereunder or any of them.

9 Indemnities

- 9.1 The Chargor will indemnify and save harmless the Chargee, the Receiver, and any agent attorney, or other person appointed by the Chargee or the Receiver, from and against any and all expenses, claims, liabilities, losses, taxes, costs, duties, fees and charges suffered, incurred or made by the Chargee, the Receiver, or such agent or attorney:

9.1.1 in the exercise or purported exercise of any rights, powers or discretions vested in them pursuant to this Charge or by law;

9.1.2 in the preservation or enforcement of the Chargee's rights under this Charge or the priority thereof; or

9.1.3 on the release of any part of the Charged Property from the security created by this Charge,

to the extent not caused by the gross negligence or willful misconduct of the Chargee, the Receiver or such agent or attorney and the Chargee, the Receiver or such agent or attorney may retain and pay all sums in respect of the same out of money received under the powers conferred by this Charge. All amounts recoverable by the Chargee, the Receiver or such agent or attorney or any of them shall be recoverable on a full indemnity basis.

- 9.2 If, under any applicable law or regulation, and whether pursuant to a judgment being made or registered against the Chargor or the bankruptcy or liquidation of the Chargor or for any other reason any payment under or in connection with this Charge is made or falls to be satisfied in a currency (the "Payment Currency") other than the currency in which such payment is due under or in connection with this Charge (the "Contractual Currency"), then to the extent that the amount of such payment actually received by the Chargee when converted into the Contractual Currency at the rate of exchange, falls short of the amount due under or in connection with this Charge, the Chargor, as a separate and independent obligation, shall indemnify and hold harmless the Chargee against the amount of such shortfall. For the purposes of this clause 9.2, "rate of exchange" means the rate at which the Chargee is able on or about the date of such payment to purchase the

Contractual Currency with the Payment Currency and shall take into account any premium and other costs of exchange with respect thereto.

10 Power of Attorney

The Chargor, by way of security and in order more fully to secure the performance of its obligations hereunder, hereby irrevocably appoints the Chargee and the persons deriving title under it jointly and also severally to be its attorney to execute and complete in favour of the Chargee or its nominees or of any purchaser any documents which the Chargee may from time to time require for perfecting its title to or for vesting any of the assets and property hereby charged or assigned in the Chargee or its nominees or in any purchaser and to give effectual discharges for payments, to take and institute on non-payment (if the Chargee in its sole discretion so decides) all steps and proceedings in the name of the Chargor or of the Chargee for the recovery of such moneys, property and assets hereby charged and to agree accounts and make allowances and give time or other indulgence to any surety or other person liable and otherwise generally for it and in its name and on its behalf and as its act and deed or otherwise to execute, seal and deliver and otherwise perfect and do any such legal assignments and other assurances, charges, authorities and documents over the moneys, property and assets hereby charged, and all such deeds, instruments, acts and things (including, without limitation, those referred to in **clause 8**) which may be required for the full exercise of all or any of the powers conferred or which may be deemed proper on or in connection with any of the purposes aforesaid. The power hereby conferred shall be a general power of attorney and the Chargor hereby ratifies and confirms and agrees to ratify and confirm any instrument, act or thing which any such attorney may execute or do. In relation to the power referred to herein, the exercise by the Chargee of such power shall be conclusive evidence of its right to exercise the same.

11 Expenses

11.1 The Chargor shall pay to the Chargee on demand all costs, fees and expenses (including, but not limited to, legal fees and expenses) and taxes thereon incurred by the Chargee or for which the Chargee may become liable in connection with:

11.1.1 the negotiation, preparation and execution of this Charge;

11.1.2 the preserving or enforcing of, or attempting to preserve or enforce, any of its rights under this Charge or the priority hereof;

11.1.3 any variation of, or amendment or supplement to, any of the terms of this Charge; and/or

11.1.4 any consent or waiver required from the Chargee in relation to this Charge,

and in any case referred to in **clauses 11.1.3 and 11.1.4** regardless of whether the same is actually implemented, completed or granted, as the case may be.

- 11.2 The Chargor shall pay promptly all stamp, documentary and other like duties and taxes to which this Charge may be subject or give rise and shall indemnify the Chargee on demand against any and all liabilities with respect to or resulting from any delay or omission on the part of the Chargor to pay any such duties or taxes.

12 Notices

Any notice required to be given hereunder shall be in writing in the English language and shall be served by sending the same by prepaid recorded post, facsimile or by delivering the same by hand to the address of the Party or Parties in question as set out below (or such other address as such Party or Parties shall notify the other Parties of in accordance with this clause). Any notice sent by post as provided in this clause shall be deemed to have been served five Business Days after despatch and any notice sent by facsimile as provided in this clause shall be deemed to have been served at the time of despatch and in proving the service of the same it will be sufficient to prove in the case of a letter that such letter was properly stamped, addresses and placed in the post; and in the case of a facsimile that such facsimile was duly despatched to a current facsimile number of the addressee.

Chargor

Name: Core Dynamics Limited
 Address: Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda
 Fax: +441 292 8666

Chargee:

Name: MedInvest Capital S.à r.l.
 Address: 231, Val des Bons-Malades, L-2121 Luxembourg, Grand Duchy of Luxembourg
 Attention: Fabienne de Bernardi
 Fax: +352 43 54 10

A copy of all notices to the Chargee must also be sent by the Chargor to the Security Agent.

Security Agent:

Name: Morgan Stanley Bank International Limited
 Address: 25 Cabot Square, Canary Wharf, London, United Kingdom E14 4QA
 Attention: Loans Agency
 Fax: +44 207 056 5471

13 Assignments

- 13.1 This Charge shall be binding upon and shall enure to the benefit of the Chargor and the Chargee and each of their respective successors and (subject as hereinafter provided) assigns and references in this Charge to any of them shall be construed accordingly.

- 13.2 The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Charge.
- 13.3 The Chargee may assign or transfer all or any part of its rights or obligations under this Charge to any assignee or transferee without the consent of the Chargor. The Chargee shall notify the Chargor promptly following any such assignment or transfer.

14 Miscellaneous

- 14.1 The Chargee, at any time and from time to time, may delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Chargee under this Charge in relation to the Charged Property or any part thereof. Any such delegation may be made upon such terms and be subject to such regulations as the Chargee may think fit. The Chargee shall not be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate provided the Chargee has acted reasonably in selecting such delegate.
- 14.2 If any of the clauses, conditions, covenants or restrictions of this Charge or any deed or document emanating from it shall be found to be void but would be valid if some part thereof were deleted or modified, then such clause, condition, covenant or restriction shall apply with such deletion or modification as may be necessary to make it valid and effective.
- 14.3 This Charge (together with any documents referred to herein) constitutes the whole agreement between the Parties relating to its subject matter and no variations hereof shall be effective unless made in writing and signed by each of the Parties.
- 14.4 The headings in this Charge are inserted for convenience only and shall not affect the construction of this Charge.
- 14.5 This Charge may be executed in counterparts each of which when executed and delivered shall constitute an original but all such counterparts together shall constitute one and the same instrument.
- 14.6 In the event of any inconsistencies between this Charge and the Loan Agreement, the terms of the Loan Agreement shall prevail.

15 Law and Jurisdiction

This Charge shall be governed by and construed in accordance with the laws of Bermuda and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Bermuda, provided that nothing in this Clause shall affect the right of the Chargee to serve process in any manner permitted by law or limit the right of the Chargee to take proceedings with respect to this


Charge against the Chargor in any jurisdiction nor shall the taking of proceedings with respect to this Charge in any jurisdiction preclude the Chargee from taking proceedings with respect to this Charge in any other jurisdiction, whether concurrently or not.

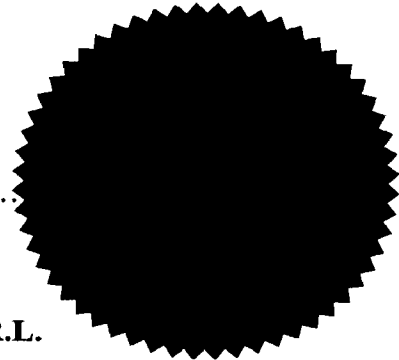
16 Security Agent

All rights and discretion of the Chargee under this Deed will be exercised by the Security Agent pursuant to the Transaction Documents.

IN WITNESS whereof the parties hereto have caused this Deed to be duly executed the day and year first before written.

SIGNED as a DEED by
Stromo BEN HAIM
for and on behalf of
CORE DYNAMICS LIMITED
(seal)


.....
Authorized Signatory



MEDINVEST CAPITAL S.À R.L.

By: _____
Name:
Title:

**MORGAN STANLEY BANK
INTERNATIONAL LIMITED**

By: Clinton Ray
Name: CLINTON RAY
Title: VICE PRESIDENT

IN WITNESS whereof the parties hereto have caused this Deed to be duly executed the day and year first before written.


SIGNED as a DEED by

for and on behalf of
CORE DYNAMICS LIMITED
(seal)

MEDINVEST CAPITAL Sàrl
231, Val des Bons Malades
L-2121 Luxembourg Kirchberg
R.C.S. [redacted]
Share capital [redacted] 500,-

.....
Authorised Signatory

MEDINVEST CAPITAL S.À R.L.

By: 
Name: **Marc SCHMIT**
Title: **Manager**

**MORGAN STANLEY BANK
INTERNATIONAL LIMITED**

By: _____
Name:
Title:

SCHEDULE I

Bank Account

| Bank | Branch | Account number |
|--|---|----------------|
| The Royal Bank of Scotland International | P O Box 64 Royal Bank House Bath Street St Helier, Jersey JE4 8PJ Channel Islands | 1028-50417595 |

Stock, Shares and Securities

| Chargor | Issuer | Description of Charged Shares |
|-----------------------|-----------------------------|---|
| Core Dynamics Limited | Core Dynamics (USA) Inc. | 100% of the issued and outstanding shares of Core Dynamics (USA) Inc. |
| Core Dynamics Limited | Core Dynamics (Israel) Ltd. | 10,000 ordinary shares, each NIS0.01 par value |

Schedule II

Major patents - all material

| Title | Country | Application No. | Patent No. | Patent Date | Status |
|---|---------|-----------------|------------|-------------|--------|
| Device and method for multigradient directional cooling and warming of biological samples | USA | 08/709,350 | 5,873,254 | 23 Feb 99 | issued |
| Changing the temperature of a liquid sample and a receptacle useful therefore | USA | 10/519,222 | 7,331,186 | 19 Feb 08 | issued |

Patents, in the process of transfer from assignee to IMT - not material

| Title | Country | Application No. | Patent No. | Patent Date | Status |
|--|----------------|-----------------|-------------|-------------|-----------|
| Apparatus and Method for Freezing Live Cells | Belgium | EP97947995.3 | EP0941443 | 9 Oct 02 | validated |
| Apparatus and Method for Freezing Live Cells | France | EP97947995.3 | EP0941443 | 9 Oct 02 | validated |
| Apparatus and Method for Freezing Live Cells | Germany | EP97947995.3 | DE69716291 | 9 Oct 02 | validated |
| Apparatus and Method for Freezing Live Cells | Netherlands | EP97947995.3 | EP0941443 | 9 Oct 02 | validated |
| Apparatus and Method for Freezing Live Cells | Spain | EP97947995.3 | EP0941443 | 9 Oct 02 | validated |
| Apparatus and Method for Freezing Live Cells | United Kingdom | EP97947995.3 | EP0941443 | 9 Oct 02 | validated |
| Apparatus and Method for Freezing Live Cells | USA | 09/308,916 | US6,303,285 | 16 Oct 01 | issued |

Major patent applications in the US, EP and PCT – all material

| Title | Country | Application No. | Status |
|---|---------|-----------------|---------|
| Device and method for multigradient directional cooling and warming of biological samples | Europe | 97940743.4 | pending |
| Improved Method for Freezing Viable Cells | Europe | 2772760.1 | pending |
| Improved Method for Freezing Viable Cells | USA | 10/488,414 | pending |
| Method for Freezing, Thawing and Transplantation of Viable Cartilage | Europe | 04770599.1 | pending |
| Method for Freezing, Thawing and Transplantation of Viable Cartilage | USA | 10/575,558 | pending |
| Preserved Viable Cartilage and Methods for its Preservation | Europe | 06711213.6 | pending |
| Preserved Viable Cartilage and Methods for its Preservation | USA | 11/884,767 | pending |
| Somatic Cells for Use in Cell Therapy | Europe | 06766212.2 | pending |
| Somatic Cells for Use in Cell Therapy | USA | 11/989,929 | pending |
| Biological Material and Methods and Solutions for Preservation Thereof | Europe | 5703168.4 | pending |

| Title | Country | Application No. | Status |
|---|---------|-----------------|-------------|
| Biological Material and Methods and Solutions for Preservation Thereof | USA | 10/588,126 | pending |
| Changing the temperature of a liquid sample and a receptacle useful therefore | Europe | 3704984.8 | pending |
| Changing the temperature of a liquid sample and a receptacle useful therefore | USA | 12/007,946 | pending |
| Method and device for freezing and thawing biological samples | Europe | 3704956.6 | pending |
| Method and device for freezing and thawing biological samples | USA | 10/500,988 | pending |
| Device and method for multigradient directional cooling and warming of biological samples | Europe | 97940743.4 | pending |
| Frozen Viable Solid Organs and Method for Freezing Same | Europe | awaiting | pending |
| Frozen Viable Solid Organs and Method for Freezing Same | USA | awaiting | pending |
| Method and Apparatus for Freezing or Thawing of a Biological Material | Europe | 5771959.3 | pending |
| Method and Apparatus for Freezing or Thawing of a Biological Material | USA | 11/658,859 | pending |
| Method for Sterilization of Biological Material | Europe | 5749184.7 | pending |
| Method for Sterilization of Biological Material | USA | 11/628,648 | pending |
| Systems, Devices and Methods for Freezing and Thawing Biological Materials | PCT | IL07/001120 | pending PCT |
| Device for Directional Cooling of Biological Matter | Europe | 5703166.8 | pending |
| Device for Directional Cooling of Biological Matter | USA | 10/588,077 | pending |

Other files of lower importance – not material

| Title | Country | Application No. | Patent No. | Status |
|--|---------|-----------------|-------------|---------|
| Preserved Viable Cartilage and Methods for its Preservation | India | 3895/CHENP/2007 | | pending |
| Preserved Viable Cartilage and Methods for its Preservation | Israel | 185450 | | pending |
| Biological Material and Methods and Solutions for Preservation Thereof | Israel | 177200 | | pending |
| Biological Material and Methods and Solutions for Preservation Thereof | Japan | 2006-550492 | | pending |
| Natural Freezing Device | USA | 12/068,953 | | pending |
| Methods of preserving functionality of an organ | Europe | 2767822.6 | | pending |
| Methods of preserving functionality of an organ, preserving fertility of a patient undergoing a treatment expected to cause sterility and assuring a supply of viable gametes for future use | USA | 10/155,648 | US6,916,602 | issued |
| Methods of preserving functionality of an organ, preserving fertility of a patient undergoing a treatment expected to cause sterility and assuring a supply of viable gametes for future use | USA | 11/102,728 | | pending |
| Method for Sterilization of Biological Material | Israel | 179922 | | pending |

| | | | |
|---|-------|-------------|---------|
| Method for Sterilization of Biological Material | Japan | 2007-526690 | pending |
|---|-------|-------------|---------|

Other files of lower importance owned by the State of Israel – not material

Patents that are licensed by the State of Israel to IMT and sublicensed to CD: US 5,715,686 & EP 953,129 validated in France, Germany, Italy and Great Britain.

Schedule III

Part 1

Notice of Charge and Assignment

From: Core Dynamics Limited
Canon's Court
22 Victoria Street
Hamilton HM12
Bermuda

To: RBS International Jersey
Attention: Steve O' Brien

Date: _____

Dear Sirs

1. This notice of charge and assignment (the "Notice") constitutes notice to you that by a fixed and floating charge dated ____ March 2009 between Core Dynamics Limited (the "Chargor"), Medinvest Capital S.à.r.l. and Morgan Stanley Bank International Limited (the "Agent") (the "Security Agreement") we, Core Dynamics Limited as the Chargor charged to Medinvest Capital S.à.r.l. all our rights, title and interest in and to sums deposited or to be deposited with you in accounts numbered 1028-50417595 (the "Charged Account"). Pursuant to an English law assignment agreement dated on or around the date of this Notice between Medinvest Capital S.à.r.l. and the Agent, Medinvest Capital S.à.r.l. assigned to the Agent all of its rights, title and interest in and to sums deposited or to be deposited in the Charged Account.
2. The Chargor irrevocably authorises and instructs you to:
 - 2.1 disclose to the Agent on request to you by the Agent, any information relating to the Charged Account without any reference to or further authority from the Chargor, including, but not limited to, supplying the Agent with copies of statements if requested by the Agent;
 - 2.2 operate the Charged Account in accordance with the existing account mandate until you have been given a Default Notice pursuant to paragraph 2.3 of this Notice;
 - 2.3 comply with the written directions of the Agent in relation to the Charged Account following receipt by you of a notice of an event of default from the Agent ("Default Notice"). For the avoidance of doubt, upon receipt of a Default Notice you should only permit moneys to be drawn on or debited to the Charged Account in accordance with the written directions of the Agent without any enquiry by you as to the justification of such directions or instructions or the validity of them;

- 2.4 debit the Charged Account with your costs and charges in connection with the opening, maintenance and operation of the Charged Account both before and after receipt by you of a Default Notice; and
- 2.5 exercise any right of combination, consolidation, merger or set-off which you may have in respect of any moneys standing or accruing to the credit of the Charged Account up until the time that you receive a Default Notice.
3. Any direction, notice or consent given by the Agent to you shall be made by one or more of the persons listed in Schedule 1 to this Notice (together with specimen signatures) (the "Authorised Signatories"). For the avoidance of doubt nothing in this paragraph 3 will affect the protection afforded to you under the terms of this Notice and in particular under sub-paragraph 2.3 and paragraph 6 of this Notice.
4. The Chargor shall at all times indemnify you and keep you indemnified fully and effectively from and against all losses, damages, liabilities and costs and expenses that you may incur in connection with or by reason of you complying with the terms of this Notice or in relation to the Charged Account except to the extent caused by your gross negligence or wilful misconduct.
5. The instructions and authorisations which are contained in this Notice shall remain in full force and effect until revoked or varied with the specific prior written consent of the Agent.
6. Any direction, notice or consent that is given or purports to be given for and on behalf of the Agent shall be conclusive evidence for all purposes.
7. This Notice shall be governed by and construed in accordance with Jersey Law.
8. This Notice is countersigned by the Agent to evidence its agreement to the content of it, including but not limited to the indemnity set out in paragraph 4.
9. Please confirm your agreement to this Notice by sending the acknowledgement to this Notice to the Agent with a copy to the Chargor.

Yours faithfully

For and on behalf of Core Dynamics Limited

For and on behalf of Morgan Stanley Bank International Limited

Part 2

Acknowledgement

From:
RBS International Jersey

To:
Morgan Stanley Bank International Limited
25 Cabot Square
Canary Wharf, London
E14 4QA England

Copy to:
Core Dynamics Limited
Canon's Court
22 Victoria Street
Hamilton HM12
Bermuda

Medinvest Capital S.à.r.l.
231, Val des Bons-Malades,
L-2121 Luxembourg
Grand Duchy of Luxembourg
R.C.S. Luxembourg: B142.931

Date: _____

Dear Sirs

We acknowledge receipt of the notice dated March 2009 from the Chargor, and counter signed by you (the "Notice").

We agree that until receipt by us of written notice from you revoking the arrangements set out in the Notice we will comply with the terms of the Notice to the extent permitted by law.

Upon receipt of a Default Notice from you, we shall not exercise or seek to assert or exercise any right of combination, consolidation, merger or set-off which we may have in respect of any moneys standing or accruing to the credit of the Charged Account save to the extent of any costs and expenses we may incur by reason of any dispute regarding the Charged Account and/or any account charges or other charges in respect of the maintenance and operation of the Charged Account.

Based on the facts actually available to the officer who has signed this acknowledgement on our behalf, (having made all reasonable enquiries) and not further or otherwise, we have not received any notice (other than the Notice) that the Chargor has assigned or charged its rights to the sums standing to the credit of the Charged Account or otherwise granted any security or interest over those monies in favour of any third party.

By entering into this acknowledgement we do not make any representations as to the enforceability or validity of the arrangements between you, any third party and the Chargor.

We understand that the Chargor will indemnify us on the terms set out in the Notice.

This acknowledgement shall be governed by and construed in accordance with Jersey Law.

Yours faithfully