

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | CHANGE OF NAME |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Point Biomedical Corporation | 07/09/2008 |
| RECEIVING PARTY DATA | |
| Name: | University Of Pittsburgh - Of The Commonwealth System Of Higher Education |
| Street Address: | 200 Gardner Steel Conference Center |
| Internal Address: | Thackeray and O'Hara Streets |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15260 |
| PROPERTY NUMBERS Total: 17 | |
| Property Type | Number |
| Application Number: | 10150449 |
| Application Number: | 12196107 |
| Application Number: | 11108158 |
| Application Number: | 12329202 |
| Application Number: | 11415727 |
| Application Number: | 10225252 |
| Application Number: | 10028738 |
| Application Number: | 12329305 |
| Application Number: | 09070474 |
| Application Number: | 08893206 |
| Application Number: | 09364207 |
| Application Number: | 11153935 |
| Application Number: | 09282514 |
| Application Number: | 12195066 |

OP \$680.00 10150449

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PATENT
REEL: 022572 FRAME: 0593

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|---------------------|----------|
| Application Number: | 11781209 |
| Application Number: | 12194304 |
| Application Number: | 07816640 |

CORRESPONDENCE DATA

Fax Number: (781)828-9871

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 781-828-9870

Email: telight@medlencarroll.com

Correspondent Name: Thomas C. Howerton

Address Line 1: 101 Howard Street

Address Line 2: Suite 350

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:

UPITT

NAME OF SUBMITTER:

Traci Light

Total Attachments: 7

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EXHIBIT C

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "Agreement") is made as of December 12, 2008, by and between Point (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Point Biomedical Corporation (the "Seller"), and the University of Pittsburgh – Of the Commonwealth System of Higher Education, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of December 12, 2008, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Required Assets.** Pursuant to the Asset Purchase Agreement, Buyer has on the date hereof purchased the Required Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the Required Assets.

2. **Cooperation.** Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Required Assets.

3. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

SELLER:

Point (assignment for the benefit of creditors), LLC.
solely as Assignee for the Benefit
of Creditors of Point Biomedical Corporation

By: 

Its: 

BUYER:

University of Pittsburgh

By: 

Its: Executive Vice Chancellor

PATENT ASSIGNMENT AGREEMENT

WHEREAS, by unanimous written consent of the the board of directors of POINT Biomedical Corporation, a California corporation ("**POINT**" or the "**Company**"), and with the consent of the shareholders of POINT, on July ~~9th~~ 2008, POINT, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Point (Assignment for the Benefit of Creditors), LLC, a California limited liability company (the "**Assignee**"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of POINT (the "**General Assignment**");

WHEREAS, pursuant to the terms of the General Assignment Agreement between POINT and the Assignee, all of POINT's rights title and interest in its assets have been assigned to the Assignee, including the Company's patents and patent applications;

WHEREAS, POINT and Assignee desire to memorialize the transfer of the Company's patents and patent applications and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment Agreement, POINT has conveyed, assigned, transferred, delivered and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto said Assignee, its successors and assigns, (1) the entire worldwide right, title and interest in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications which were held by the Company immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Company if the assignment set forth in this Patent Assignment had not been made; (2) the full and complete right to file patent applications in the name of the Company or its designee, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (3) the entire right, title and interest in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same.

AND the Company hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

[Signature page follows]

Schedule A

Patent Assignment

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PATENT
REEL: 022572 FRAME: 0597

IN WITNESS WHEREOF, POINT has caused this Patent Assignment to be signed by its duly authorized officer as of July __, 2008.

POINT Biomedical Corporation

By: Tom Feldman
Name: Tom Feldman
Title: President

Point (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of POINT Biomedical Corporation

By: Michael A. May
Name: Michael A. May
Title: Manager