

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Angela J. Westover	07/29/2009
RECEIVING PARTY DATA	
Name:	Nephron, Inc.
Street Address:	401 W. Morgan Road
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48108-9109
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12485575
PCT Number:	US0947522
Application Number:	61073745
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Daniel A. Wilson
Address Line 1:	Exchange Place
Address Line 2:	Goodwin Procter LLP
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	IVB-003 AND IVB-003PC
NAME OF SUBMITTER:	Daniel A. Wilson

Total Attachments: 2
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**PATENT
 REEL: 023384 FRAME: 0080**

ASSIGNMENT OF RIGHTS CREATED AS OF AUGUST 22, 2007

WHEREAS, I, Angela J. Westover, have invented one or more inventions described in applications (or a provisional application) for Letters Patent of the United States entitled:

METHODS FOR ENHANCED PROPAGATION OF CELLS

and identified by

Attorney Docket Nos. IVB-003 and IVB-003PC, and/or executed by me on even date herewith and about to be filed in the United States Patent Office; and

Serial Nos. 12/485,575 and PCT/US2009/047522, filed in the United States Patent Office on June 16, 2009;

WHEREAS, I confirm that, as of August 22, 2007, I had sold, assigned and transferred unto RenaMed Biologics, Inc. (f/k/a Nephros Therapeutics, Inc.) (i) my entire right, title, and interest in and to any invention(s) that I made as of August 22, 2007 that are described in said applications and (ii), with respect to my invention(s) as of August 22, 2007, my entire right, title, and interest in and to said applications and such Letters Patent as may issue thereon or claim priority under United States law or international convention and any provisional applications to which said applications claim priority;

WHEREAS, to the extent Nephron, Inc. (hereinafter "NEPHRION"), a corporation organized and existing under the laws of Delaware, and having a usual place of business at 401 W. Morgan Road, Ann Arbor, Michigan, 48108-9109, does not presently hold all right, title, and interest in and to (i) said invention(s) that I made as of August 22, 2007 that are described in said applications and (ii), with respect to my invention(s) as of August 22, 2007, applications and such Letters Patent as may issue thereon or claim priority under United States law or international convention and any provisional applications to which said applications claim priority by virtue of an Asset Purchase Agreement dated August 22, 2007 by and between RenaMed Biologics, Inc. and NEPHRION, NEPHRION desires to acquire such right, title, and interest; and

WHEREAS, Innovative BioTherapies, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 401 West Morgan Road, Ann Arbor, MI, 48108, desires to acquire an interest in the invention(s) that I made after August 22, 2007 that are described in said applications;

NOW, THEREFORE, WITH RESPECT TO NEPHRION, to all whom it may concern be it known that for and in consideration of payment of Fifty Dollars (\$50.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, by these presents, do hereby sell, assign and transfer unto NEPHRION, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) that I made as of August 22, 2007 that are described in said applications, and, with respect to my invention(s) as of August 22, 2007, my entire right, title and interest in and to said applications and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said applications or such Letters Patent, and, with respect to my invention(s) as of August 22, 2007, any right, title and interest I may have in provisional applications to which said applications claim priority (including U.S. Provisional Patent Application Serial No. 61/073,745, filed June 18, 2008); said invention(s), applications and Letters Patent to be held and enjoyed by NEPHRION for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; with respect to my invention(s) as of August 22, 2007 I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but

not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s) that I made as of August 22, 2007, carries with it the right in NEPHRION to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of NEPHRION's selection and the right to procure the grant of all Letters Patent to NEPHRION in its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to NEPHRION, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

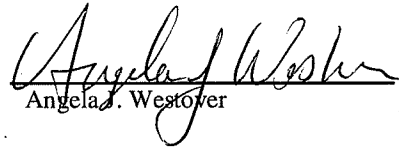
AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I hereby authorize NEPHRION or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, I do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said applications, or applications based thereon, to NEPHRION, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date set forth below.

Inventor:


Angela J. Westover

State of Michigan)
County of Washtenaw) ss

On this 29 day of July, 2009, before me, the undersigned Notary Public, personally appeared Angela J. Westover, proved to me through satisfactory evidence of identification, which was/were personally known to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Aileen Price
Signature of Notary
My Commission Expires: 04-24-2015
LBC/3639585.1

(Seal)

AILEEN PRICE
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 04-24-2015
Acting in the County of _____