

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cybios LLC	12/22/2008
RECEIVING PARTY DATA	
Name:	ABT Holding Company
Street Address:	3201 Carnegie Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44115
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	09404895
Application Number:	10443663
Application Number:	09668508
Application Number:	09820320
Application Number:	11029763
CORRESPONDENCE DATA	
Fax Number:	(201)343-1684
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	201-487-5800
Email:	PamD@KJIPLAW.com
Correspondent Name:	Klauber and Jackson LLC
Address Line 1:	411 Hackensack Avenue
Address Line 4:	Hackensack, NEW JERSEY 07601
ATTORNEY DOCKET NUMBER:	1301-1-019
NAME OF SUBMITTER:	Christine E Dietzel

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PATENT
REEL: 023693 FRAME: 0817

Total Attachments: 7

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EXHIBIT C

FORM OF PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") dated as of December 19, 2008 (the "*Effective Date*"), is made by and between CYBIOS LLC, a Delaware limited liability company ("*Assignor*"), and ABT Holding Company, a Delaware corporation ("*Assignee*").

A. WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 19, 2008 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Acquired Assets" as defined in the Agreement;

B. WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign patents, patent applications, and invention disclosures listed on Schedule A or that otherwise constitute "Acquired Assets" under the Agreement and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "*Patents*"); and

C. WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignors' right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any international (PCT) or foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed

necessary or desirable by Assignee or its successors, assigns or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns and other legal representatives to sustain or renew any Patents, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in and to the Patents and any registrations issued in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense, including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens, invention records and other documentation and testifying as to any facts as may be reasonably required in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, this Assignment or the assignment made hereby; and (4) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Patents in the Agreement.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

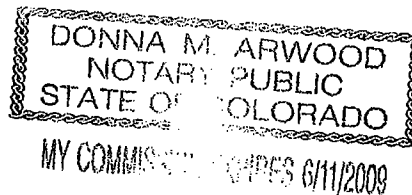
CYBIOS LLC

By: [Signature]
Name: RODMAN J WECHSLER
Title: MANAGER

STATE OF)
) SS:
COUNTY OF)

On this 22 day of Dec, 2008 before me [Signatory's Name], known to me to be [Signatory's Title] of CYBIOS LLC, who acknowledged that he/she signed this instrument as a free act on behalf of CYBIOS LLC.

Donna M. Arwood
Notary Public:
My commission expires:



ABT HOLDING COMPANY

By: William O. Lehman Jr.
Name: William O. Lehman Jr.
Title: President

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

On this 19th day of December, 2008 personally appeared before me [Signatory's Name], known to me to be [Signatory's Title] of ABT Holding Company, who acknowledged that he/she signed this instrument as a free act on behalf of ABT Holding Company.

[Signature]

Notary Public:
My commission expires:



MATTHEW T. CHLESNIK
Notary Public, State of Ohio
Medina County
My Commission Expires Aug. 3, 2014

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

No.	K&J Ref. No.	Title	Country	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
1.	1304-1-001DIV	Pluripotent mesenchymal stem cells and methods of use thereof	U.S.	08/650420 05/20/96	5827735 10/27/98	Issued
2.	N/A	Scar inhibitory factor and use thereof	U.S.	08/393453 02/23/95	----	Abandoned
3.	N/A	Scar inhibitory factor and use thereof	U.S.	07/901860 06/22/92	----	Abandoned
4.	1304-1-0191CON	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	U.S.	11/029763 01/05/05	----	Pending
5.	1304-1-019CIP1	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	U.S.	09/820320 03/28/01	----	Abandoned
6.	1304-1-019CON	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	U.S.	10/443663 05/22/03	----	Pending Published
7.	1304-1-019CIP	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	U.S.	09/668508 09/22/00	----	Unpublished, Pending
8.	1304-1-019	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	U.S.	09/404895 09/24/99	----	Abandoned / Unpublished
9.	1304-1-019C/AU/DIV	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	Australia	2008-203103 07/14/08	----	Filed Pending

No.	K&J Ref. No.	Title	Country	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
10.	----	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	Australia	AU2006-201625 04/19/06	----	Lapsed
11.	1304-1-019C/AU	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	Australia	AU2000-0076115D 09/25/00	AU7611500 (Pub. No.) 04/24/01 (Pub. Date)	Lapsed
12.	1304-1-019C EP/DIV	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	EPO	EP2007-0022415 09/25/00	EP1903107 (Pub. No.) 03/26/07 (Pub. Date)	Published
13.	1304-1-019C EP	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	EPO	EP2000-0965390 09/25/00	EP1218489 07/03/02	Pending
14.	1304-1-019 C JP	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	Japan	JP2001-0525326T 09/25/00	JP2004-504003 (pub. No.) 02/12/04 (Pub. No.)	Translated
15.	1304-1-019 NZ	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	New Zealand	NZ2000-0518601 09/25/00	NZ518601 02/10/05	Granted
16.	1304-1-019 PCT	Pluripotent embryonic-like stem cells, compositions, methods and uses thereof	PCT	WO2000-US26225 09/25/00	WO0121767 (Pub. No.) 03/29/01 (Pub. Date)	Published Converted
17.	1304-1-003CON	Mesenchymal stem cells for cartilage repair	U.S.	09/306487 05/06/99	6214369 04/10/01	Issued
18.	1304-1-003	Mesenchymal stem cells for cartilage repair	U.S.	08/403640 03/14/95	5906934 05/25/99	Issued
19.	N/A	Mesenchymal stem cells for cartilage repair	Australia	AU1996-0052516D 03/13/96	AU5251696 (Pub. No.) 10/02/96 (Pub. Date)	Lapsed
20.	N/A	Mesenchymal stem cells for cartilage repair	EPO	EP1996-0908794 03/13/96	EP0815203 (Pub. No.) 01/07/98 (Pub. Date)	Published

No.	K&J Ref. No.	Title	Country	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
21.	N/A	Mesenchymal stem cells for cartilage repair	Israel	IL1996-0117456 03/12/96	IL117456 04/30/01	Granted
22.	N/A	Mesenchymal stem cells for cartilage repair	South Africa	ZA1996-0002020 03/13/96	ZA9602020 (Pub. No.) 10/24/96 (Pub. Date)	Published
23.	1304-1-003 PCT	Mesenchymal stem cells for cartilage repair	PCT	WO1996-US03438 03/13/96	WO9628539 (Pub. No.) 09/19/96 (Pub. Date)	Published Converted
24.	N/A	Use of Pluripotent Stem Cells for Spine Regeneration.	U.S.	60/262071 01/18/01	----	Abandoned
25.	N/A	Use of Pluripotent Stem Cells for Heart Regeneration.	U.S.	60/258045 12/27/00	----	Abandoned
26.	Disclosure (Draft)	Identification of a Novel Multipotent Stem Cell from Postnatal Tissues	U.S.	----	----	----
27.	Disclosure (Draft)	Identification of a Novel Multipotent Murine Stem Cell from Postnatal Tissues	U.S.	----	----	----