

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)

DIATRANZ LIMITED

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 9, 2004

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Change of Address of Assignee

2. Name and address of receiving party(ies)

Name: DIABCELL PTY LTD.

Internal Address: _____

Street Address: 255 George Street

Level 5, NAB House

City: Sydney

State: _____

Country: AUSTRALIA Zip: 2001

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

7,122,177

Additional numbers attached? ☐ Yes ☒ No

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

Name: HAYNES AND BOONE, LLP

Internal Address: Suite 700

Street Address: 2323 Victory Avenue

City: Dallas

State: TX Zip: 75219

Phone Number: (713) 547-2671

Fax Number: (214) 200-0853

Email Address: ipdocketing@haynesboone.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ N/A

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

8. Payment Information

Deposit Account Number 08-1394

Authorized User Name \$40 PAID May 21, 2010

9. Signature:

Mark D. Moore
Signature

May 26, 2010

Date

Mark D. Moore, Ph.D., Reg. No. 42,903

Name of Person Signing

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

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVENUE

PATENT ASSIGNMENT

Electronic Version v1.1

05/21/2010

Stylesheet Version v1.1

501183815

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Address of Assignee, previously recorded on Reel 015567 Frame 0461. Assignor(s) hereby confirms the Assignment of Assignor's Interest..
CONVEYING PARTY DATA	
Name	Execution Date
DIATRANZ LIMITED	04/09/2004
RECEIVING PARTY DATA	
Name:	DIABCELL PTY LTD
Street Address:	255 George Street
Internal Address:	Level 5, NAB House
City:	Sydney, NSW
State/Country:	AUSTRALIA
Postal Code:	2001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7122177
CORRESPONDENCE DATA	
Fax Number:	(214)200-0853
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(713) 547-2671
Email:	lpdocketing@haynesboone.com
Correspondent Name:	HAYNES AND BOONE, LLP
Address Line 1:	2323 Victory Avenue
Address Line 2:	Suite 700
Address Line 4:	Dallas, TEXAS 75219
ATTORNEY DOCKET NUMBER:	36697.7
NAME OF SUBMITTER:	Marty Miles
Total Attachments: 3	

CH \$40.00 7122177

TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVENUE

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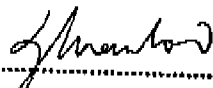
PATENT

REEL: 024483 FRAME: 0132

TO:HAYNES AND BOONE, LLP COMPANY:2323 VICTORY AVENUE

Documentation no longer
required for Change of Address

Certified to be a true and correct copy
of the original document.


Solicitor

MAN NGUYEN LOI
A Commissioner for taking affidavits
in the Supreme Court of South Australia

PATENT AND TRADE MARK ASSIGNMENT DEED

DIATRANZ LIMITED (IN LIQUIDATION)

DIABCELL PTY LTD

LIVING CELL PRODUCTS PTY LTD

JOHNSON WINTER & SLATTERY

BARRISTERS & SOLICITORS

211 VICTORIA SQUARE ADELAIDE SOUTH AUSTRALIA 5000 GPO BOX 2649 ADELAIDE S.A. 5001
TELEPHONE (08) 8239 7111 INT +618 8239 7111 FACSIMILE (08) 8239 7100 DX 406 ADELAIDE

PATENT
REEL: 024483 FRAME: 0134

CONTEN

1	Definitions and Interpretation	1
2	Assignment	2
3	The Assignor's Obligations	2
4	Fees Costs and Expenses	2
5	Government Charges	2
6	Entire Agreement and Governing Law	2
	Schedule 1 - Patents and Patent Applications	4

PATENT AND TRADE MARK ASSIGNMENT DEED

DATE 9 April 2004

PARTIES

- 1 **DIATRANZ LIMITED** (in Liquidation) of 19 Laureston Avenue, Otahuhu, Auckland, New Zealand ("Assignor"); and
- 2 **DIABCELL PTY LTD** ACN 106 546 507 of 160 Greenhill Road, Parkside, South Australia 5063 ("Assignee"); and
- 3 **LIVING CELL PRODUCTS PTY LTD** ACN 102 393 108 of 160 Greenhill Road, Parkside South Australia 5063 ("LCP").

RECITALS

- A Pursuant to the Business Sale Agreement, the Assignor agreed to transfer its right, title and interest in the Intellectual Property to LCP.
- B To assist with registration of the Intellectual Property by the relevant intellectual property registry offices, clause 5.1 of the Business Sale Agreement required the Assignor to deliver to LCP on the Settlement Date a trade mark and patent assignment agreement to assign the Intellectual Property to LCP.
- C LCP directed that the Intellectual Property be assigned by the Assignor to the Assignee, a wholly owned subsidiary of LCP.
- D On or about the Settlement Date, an agreement to assign intellectual property was executed by the Assignor and the Assignee, however that agreement was defective in that the Intellectual Property had not been accurately described and good title did not pass to the Assignee under that document.
- E Accordingly, the parties are now entering into this deed to validly effect the assignment of the Intellectual Property.

OPERATIVE PART

1 Definitions and Interpretation

In this deed:

"Business Sale Agreement" means the agreement for the sale of business entered into between the Assignor, LCP (formerly called Diatranz Australia Pty Ltd), David Collinson and Robert Bartlett Elliott on 23 April 2003;

"Parties" means the Assignor, the Assignee and LCP; and "Party" means any of them, as the context dictates;

"Settlement Date" means 17 October 2003;

"Intellectual Property" means the patents, trade marks and/or applications listed in the Schedule;

a reference to a person includes a corporation, a firm and any other entity; and

a reference to a Party includes that Party's personal representatives, successors and permitted assigns.

2 Assignment

The Assignor hereby assigns absolutely to the Assignee free and clear of all encumbrances:

- (a) all right, title and interest throughout the world in and to the Intellectual Property including the right to apply for patent or equivalent protection and trade mark protection in any country or countries of the world, to claim priority under international convention from any such application or applications and the rights conferred by such patent or equivalent or trade mark protection when granted;
- (b) to the extent the Assignor has been the creator of original artistic or literary works in relation to the Intellectual Property, the copyright in such original artistic or literary works; and
- (c) the right to take any action that the Assignor has had or may have against any person to recover damages, accounts of profit or other relief for any infringement or misuse of any of the Intellectual Property.

3 The Assignor's Obligations

The Assignor shall, at the discretion and expense of the Assignee, execute any further document and do any such thing (including procuring that any inventor(s) named on the US patent will execute any further document and do any such thing) as the Assignee may require to enable the Assignee to become listed as the proprietor of the Intellectual Property on the relevant intellectual property office's registers, and to secure the benefits of the rights hereby assigned.

4 LCP's Acknowledgment

LCP acknowledges that the assignment effected by this deed satisfies the Assignor's obligation under the Business Sale Agreement to assign the Intellectual Property to LCP.

5 Fees Costs and Expenses

All fees, costs and expenses in connection with enabling the Assignee to be listed as the sole owner of the Intellectual Property shall be borne and paid by the Assignee.

6 Government Charges

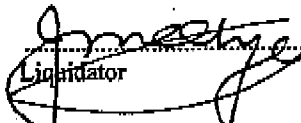
All stamp duty and other governmental taxes and charges payable in respect of this deed shall be paid by the Assignee.

7 Entire Agreement and Governing Law

This deed records the entire agreement between the Parties about its subject matter, and is governed by the laws of New Zealand.

EXECUTED as a deed

EXECUTED by DIATRANZ LIMITED
(in Liquidation)


Liqudator

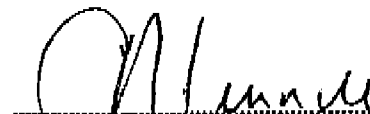
JEFFREY PHILIP METZGER
Name
(BLOCK LETTERS)

EXECUTED by DIABCELL PTY LTD
in accordance with section 127 of the
Corporations Act by:



Director

ROGER G. COATS
Name
(BLOCK LETTERS)


Director/Secretary

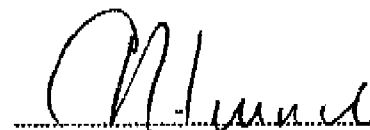
C.R. FENNEL
Name
(BLOCK LETTERS)

EXECUTED by LIVING CELL
PRODUCTS PTY LTD in accordance
with section 127 of the Corporations Act
by:



Director

ROGER G. COATS
Name
(BLOCK LETTERS)


Director/Secretary

C.R. FENNEL
Name
(BLOCK LETTERS)

Schedule 1**Patents and Patent Applications****New Zealand**

Patent No.	Title	Status
250834/260232	Improvements in or relating to a Treatment of Diabetes	GRANTED
272382	A Method of Treating insulin-Dependent Diabetes Using Piglet Islet Transplantation together with Treatments which Enhance Success	Pending
502473/502826/504521/ 502474/504520/ 502475/ 504522/502476/504523/ 508287/506337/507961	Preparation and Xeno-transplantation of Porcine Islets	GRANTED
520443	Preparation and Xeno-transplantation of porcine islets	Pending
507616/507963	Preparation and Xenotransplantation of Porcine Islets	GRANTED
525272 (Div of NZ507616/507963)	Islet Culturing for Xenotransplantation	Pending
519540	Porcine Islets for Xenotransplantation	Pending
527000	Xenotransplantation	Pending
527062	Xenotransplantation	Pending
335553	Xenotransplant for CNS Therapy	Lapsed
514546	Growing Xenotransplant material in Culture	lapsed

Australia

Patent No.	Title	Status
28930/01	Preparation and Xenotransplantation of Porcine Islets	Pending
2002211122	Preparation and Xenotransplantation of Porcine Islets	Pending

USA

Patent No.	Title	Status
US 6,090,400	The Treatment of Diabetes	Issued
US 6,146,653	Pharmaceutical preparation and a method for the treatment of diabetes	Issued
09/857,325	Preparation and Xenotransplantation of Porcine Islets	Pending
10/443,344	Preparation and Xenotransplantation of Porcine Islets	Pending
10/398,744	Preparation and Xenotransplantation of Porcine Islets	Pending

PATENT**REEL: 024483 FRAME: 0139**

Europe

Patent Number	Title	Status
01942558.6	Preparation and Xenotransplantation of Porcine Islets	Pending
01979134.2	Preparation and Xenotransplantation of Porcine Islets	Pending
1176970	Xenotransplant for CNS Therapy	Pending

Singapore

Patent Number	Title	Status
84629	Xenotransplant for cns therapy	GRANTED
200204410-5	Preparation and Xenotransplantation of Porcine Islets	Pending

PCT International

Patent Number	Title	Status
PCT/NZ03/00130	Porcine Islets for Xenotransplantation	Pending
PCT/NZ02/00197	Growing Xenotransplant Material in Culture	Pending

Trade Marks

New Zealand

Applicant/Registrant ID	Mark	Status
316359	DIATRANZ	REGISTERED
605168	DIABECCELL/DIA-B-CELL	REGISTERED
654248	SERTISLE	REGISTERED

USA

Applicant/Registrant ID	Mark	Status
76/068984	DIABECCELL	Pending

Canada

Applicant/Registrant ID	Mark	Status
1063249	DIABECCELL	Pending

UK

Applicant/Registrant ID	Mark	Status
2236062	DIABECCELL	REGISTERED

Japan

Applicant/Registrant ID	Mark	Status
4440948	DIABECCELL	REGISTERED

Europe

Applicant/Registrant ID	Mark	Status
1705904	DIABECCELL	REGISTERED

Australia

Applicant/Registrant ID	Mark	Status
838881	DIABECCELL	REGISTERED