### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE	Ξ:	NEW ASSIGNMENT		
IATURE OF CONVEYANCE: SECURITY AGREEMENT				
CONVEYING PART	Y DATA			
		Name	Execution Date	
Beta-O2 Technologies Ltd. 05/24/2010		05/24/2010		
RECEIVING PARTY	Υ DATA			
Name:	Vitalife Partners (C	verseas), L.P.		
Street Address:	32B Habarzel Stre	et, Ramat Hachayal		
City:	Tel Aviv, 69710			
State/Country:	ISRAEL			
Name:	Vitalife Partners (Is	rael), L.P.		
Street Address:	32B Habarzel Stre	et, Ramat Hachayal		
City:	Tel Aviv, 69710			
State/Country:	ISRAEL			
Name:	Vitalife Partners (D	Vitalife Partners (D.C.M.), L.P.		
Street Address:	32B Habarzel Stre	32B Habarzel Street, Ramat Hachayal		
City:	Tel Aviv, 69710			
State/Country:	ISRAEL			
PROPERTY NUMB	ERS Total: 8			
Property	Туре	Number	]	
Application Numbe		6069		
Application Number: 11000		1556		
Application Number: 12064		064946		
Application Number: 125158		5818		
Application Number: 12315		5102		
Application Numbe	er: 1255	1151		
Application Number: 12676		3744		
			PATENT	

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l	Application	Number
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#### CORRESPONDENCE DATA

Fax Number:	(808)547-5880
Correspondence will be se	ent via US Mail when the fax attempt is unsuccessful.
Phone:	8085475600
Email:	ipdocketing@goodsill.com
Correspondent Name:	Martin S. Loui
Address Line 1:	1099 Alakea Street, Suite 1800
Address Line 4:	Honolulu, HAWAII 96813

#### ATTORNEY DOCKET NUMBER

ATTORNEY DOCKET NUMBER:	105153
NAME OF SUBMITTER:	Martin S. Loui

#### Total Attachments: 16

source=Pledge Agreement#page1.tif source=Pledge Agreement#page2.tif source=Pledge Agreement#page3.tif source=Pledge Agreement#page4.tif source=Pledge Agreement#page5.tif source=Pledge Agreement#page6.tif source=Pledge Agreement#page7.tif source=Pledge Agreement#page8.tif source=Pledge Agreement#page9.tif source=Pledge Agreement#page10.tif source=Pledge Agreement#page11.tif source=Pledge Agreement#page12.tif source=Pledge Agreement#page13.tif source=Pledge Agreement#page14.tif source=Pledge Agreement#page15.tif source=Pledge Agreement#page16.tif

#### PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (this "Agreement") is made as of this 24<sup>th</sup> day of May, 2010, by and between (i) Beta-02 Technologies Ltd., an Israeli company (the "Company"), (ii) Vitalife Partners (Overseas) L.P., Vitalife Partners (Israel) L.P., and Vitalife Partners (DCM.) L.P. (collectively, "Vitalife"), and (iii) Pitango Venture Capital Fund IV L.P. and Pitango Venture Capital Principals Fund IV L.P (collectively, "Pitango") (each of Vitalife and Pitango, a "Lender", and collectively, the "Lenders").

WHEREAS, the Company and the Lenders have entered into a Convertible Loan Agreement, of even date herewith (the "Loan Agreement"), pursuant to which the Lenders shall provide the Company with convertible loans in the aggregate principal amount of up to US\$1,700,000 (the aggregate amount actually provided, cumulatively, from time to time under the Loan Agreement is referred herein as the "Loan", and the aggregate amount actually provided, cumulatively, including all interest accrued thereon, is referred herein as the "Loan Amount"), with each Lender's portion of the Loan to be evidenced by one or more validly executed promissory note (the "Notes"); and

WHEREAS, the Company has agreed to enter into this Agreement in order to secure the obligations of the Company to the Lenders under the Loan Agreement and the Notes; and

WHEREAS, concurrently with the execution and delivery of this Agreement and as a condition to the willingness of the Lenders to enter into this Agreement, the Lenders and Saints Capital Everest L.P. ("Saints") have entered into an Inter-Creditors Agreement dated as of the date hereof pursuant to which, among other things, the existing charges imposed on the Company collateral, assets and property in favor of Saints (the "Saints Charge") shall be fully subordinated to the charges set forth in this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. <u>Preamble: Definitions</u>. The Preamble to this Agreement constitutes an integral part thereof. All capitalized terms used herein and not defined herein shall have the meaning assigned to such terms in the Loan Agreement.

2. <u>Grant of Floating and Fixed Charges/Security Interest</u>. In order to secure the payment and performance in full of the Company's obligations pursuant to the Notes and the Loan Agreement, the Company hereby (i) creates a floating charge in favor of the Lenders on all of the Company's right, title and interest (the "Floating Charge") in all its present and future collateral, assets and property of every kind and nature, wherever located, whether now owned or hereafter acquired, all as more fully and except as described in <u>Exhibit A</u> attached hereto (the "Collateral"), and (ii) pledges and mortgages by way of a fixed charge (but does not transfer title to) that portion of the Collateral consisting of Trademarks and Patents (as defined in <u>Exhibit A</u> hereto) and all rights relating thereto (the "Fixed Charge"), for as long as the Loan Agreement remains in force or any obligations remain outstanding under any of the Notes.

3. <u>No Interference</u>. Except as provided herein or in the Loan Agreement, the Company will not, without prior written consent of the Lenders providing a majority of the Loan (the "**Majority Lenders**"), take any action that could interfere with the Lenders' rights to enforce the Floating Charge and the Fixed Charge, for as long as the Loan Agreement or any of the Notes remain in effect.

4. <u>Preservation of Collateral</u>. The Company will use commercially reasonable efforts to preserve the Collateral, without interfering with the use of the Collateral in the ordinary course of business. The Company shall permit the Lenders to inspect the Collateral and all records and documents relating to the Collateral at all reasonable times during normal working hours and upon reasonable prior notice to and coordination with the Company, and in compliance with Company's reasonable confidentiality and security procedures.

5. <u>Representations and Warranties</u>. The Company hereby makes the following representations and warranties for the benefit of the Lenders:

(a) The Company is a company duly registered and validly existing under the laws of the State of Israel, with full corporate power and authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legally binding obligation of the Company and is enforceable against the Company in accordance with its respective terms.

(b) All action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and issuance of this Agreement, and the performance of all obligations of the Company hereunder, have been taken prior to the date hereof.

(c) Other than the consent of the Chief Scientist of the Ministry of Industry Trade and Labor (the "**OCS**") which was obtained by the Company prior to the date hereof, no consent, approval, permit, order or authorization of, or registration, qualification, designation, declaration or filing with, any Israeli or foreign national or local governmental authority on the part of the Company is required in connection with the execution and issuance of this Agreement.

(d) Neither the Company nor any of its subsidiaries are in violation or default of any provision of its organizational documents, or of any mortgage, indenture, contract, agreement, instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound or of any provision of any Israeli or foreign national, state or local statute, rule or regulation applicable to the Company or any of its subsidiaries. The execution and performance of this Agreement will not result in any such violation or be in conflict with or constitute, with or without the passage of time or giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or material contract, or result in the creation of any mortgage, pledge, lien, charge or encumbrance upon any of the properties or assets of the Company or any of its subsidiaries or the suspension, revocation, impairment, forfeiture, or non-renewal of any permit, license, authorization, or approval applicable to the business, or operations or any of the assets or properties the Company or any of its subsidiaries.

(e) None of the Collateral is currently subject to any assignment, mortgage, pledge, lien, charge or encumbrance, other than the Saints Charge.

6. <u>Enforcement in Event of Default</u>. The Majority Lenders (on behalf of all of the Lenders) shall be entitled to enforce the Floating Charge and/or the Fixed Charge against the Company only upon the occurrence of an Event of Default that, in the case of an Event of Default that can be cured, is not cured during the period set forth in any Note, subject to the other terms and conditions set forth in such Note with respect to the enforcement of the Lenders' rights thereunder and subject to the receipt of OCS consent thereto to the extent required.

(a) Upon the lapse of any relevant notice or cure period, the Majority Lenders (on behalf of all of the Lenders) shall be entitled to apply for the appointment of a receiver (the "**Receiver**"), and such Receiver shall be entitled to sell or dispose of any of the Collateral, subject to the provisions of applicable law, at a price that it determines according to the market value of such Collateral, without any further authority being required from the Company. Subject to the provisions of applicable law, in order to realize all or any of the Collateral, the Majority Lenders (on behalf of all of the Lenders) or their agents may adopt any means they deem fit in order to collect any amount payable on account of the amounts owing to the Lenders, including the sale by the Receiver of any of the Collateral in any manner allowed by applicable law, as the Majority Lenders (on behalf of all of the Lenders) shall deem fit.

(b) Upon the occurrence of any Event of Default and while such Event of Default is continuing, the Receiver may manage and administer or may instruct its agents to manage and administer the Collateral in such manner and for such period as the Receiver, in its absolute discretion may deem expedient, and for such purpose the Receiver may do or may instruct its agents to do all acts or things incidental or conducive thereto in all respects as if the Receiver or such agents were the owners thereof without being responsible for any loss thereby incurred, all subject to the provisions of applicable law.

(c) Upon any sale by the Receiver or its agents of any of the Collateral, the purchasers shall not be bound to see or enquire whether the Lenders' or their agents' power of sale has arisen in accordance with this Agreement and the sale shall be deemed to be within their power and receipt for the funds paid by the purchaser 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.

(d) In the event that any of the Collateral is sold by the Receiver or its agents as aforesaid or in accordance with a court order or an order of a competent authority and such order does not specify the manner in which the amounts realized are to be allocated, all amounts so obtained shall be appropriated as follows: (i) first, in payment of the reasonable expenses, including reasonable legal fees, occasioned in connection with the collection of the amounts due under the Notes including the reasonable expenses of the Lenders and their agents and of any receiver and their remuneration to the extent fixed by the competent court; and (ii) second, in payment to the Lenders of any amounts due under the Notes.

#### 7. Negative Pledge, Licenses and other Rights.

(a) As long as any amount remains due and unpayable under any Note, the Company shall not – without having received the express written consent of the Majority Lenders - sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or

encumber any of the Collateral except: (a) as expressly permitted in the Loan Agreement; (b) with respect to any restrictions and any obligations of the Company in connection with grants and benefits previously received or to be received, after receipt of prior written consent from the Majority Lenders, from the Office of the Chief Scientist or the Investment Center of the Israeli Ministry of Industry, Trade and Labor; (c) in connection with equipment and other tangible assets, transactions in the ordinary course of business on customary terms; (d) in connection with equipment and other tangible assets, transactions involving the acquisition or leasing of such equipment or such other assets; and (e) the grant of security interests which are fully subordinate to the security interest granted by this Agreement.

(b) The Company shall have the right to license the Patents and Trademarks or any portion thereof in the ordinary course of business on customary terms to the extent such license is made in compliance with the Loan Agreement, and the Lenders hereby grant their consent to such licenses.

(c) The Company may exercise any Right (as defined in <u>Exhibit A</u> hereto), may waive any Right and may otherwise use any Right, all only in the ordinary course of business on customary terms and otherwise made in compliance with the Loan Agreement.

(d) It is hereby clarified that nothing in this Section 7 shall derogate from the provisions of the Loan Agreement, including without limitations, the Company's negative and affirmative covenants set forth in the Loan Agreement.

8. <u>No Liability for Loss</u>. The Company confirms that neither the Lenders nor their agents shall be held liable for any loss to or damage incurred by the Company with respect to the Lenders' or their agents' actions or omissions in good faith in accordance with this Agreement unless such loss or damage is the result of their gross negligence or willful misconduct.

9. Additional Actions; Expenses. The Company shall cooperate with the Lenders and execute all documents as may be reasonably necessary (including translations of the relevant documents) in order to register the Floating Charge, the Fixed Charge and the negative charges herein with the Israel Registrar of Companies and/or Registrar of Pledges and/or the relevant Patent and Trademark offices (both in Israel and abroad), as applicable, and shall bear all stamp taxes with respect to such registrations, to the extent payment is required for any such taxes. Notwithstanding anything to the contrary herein, it is hereby clarified that in the event that the Lenders wish to register any of the charges hereunder with any authority other than the Israel Registrar of Companies and/or the Israel Registrar of Pledges (including any Patents and Trademarks Office), then the Company shall fully cooperate with the Lenders, and the Company shall bear all reasonable fees and expenses associated with such registration. The Company shall pay upon demand all reasonable expenses, including reasonable attorney's fees, of enforcing the Lenders' rights and remedies hereunder in the event of an Event of Default under the Note as well as with respect to reasonable expenses resulting from enforcing the Floating Charge and/or the Fixed Charge and any other right under this Agreement.

10. <u>Governing Law</u>. This Agreement and the obligations arising hereunder shall be governed by, and construct and enforced in accordance with, the laws of the State of Israel, and in particular the provisions of the Pledges Law, 5727-1967, without regard to the principles thereof regarding conflicts of laws. The parties hereto herby submit to the exclusive

jurisdiction of the courts located in Tel Aviv, Israel with respect to any dispute arising out of related to this Agreement.

11. <u>Notice of Change</u>. The Company will promptly notify each of the Lenders of any material change in the Collateral, or in Company's name or identity or corporate structure or in the location of its chief executive office or where its books and records are kept as well as any change to its incorporation documents which might adversely affect Lender's rights hereunder.

12. <u>Successors and Assigns</u>. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; <u>provided</u>, <u>however</u>, that neither this Agreement nor any rights hereunder may be assigned by the Company without the Majority Lenders' prior written consent, which consent may not be unreasonably withheld.

13. <u>Termination</u>. This Agreement shall terminate and be of no further force and effect upon payment or other satisfaction or extinguishment of all principal and interest payable under all of the Notes. Upon such termination, the Lenders agree to take all necessary or appropriate actions, and sign all documents, necessary to remove the Floating Charge and the Fixed Charge granted hereunder (including with respect to the filing of any instruments with government authorities required in order to do so).

[Signature Page Follows]

IN WITNESS WHEREOF this Pledge Agreement has been executed by the parties hereto as of the date first above written.  $\hbar$ 

BETA-O2 TECHNOLOGIES LTD.	VITALIFE PARTNERS (OVERSEAS) L.P
By: Zohar Genuller	Ву:
Title: $\underline{CE}()$	Title:
VITALIFE PARTNERS (D.C.M.) L.P.	VITALIFE PARTNERS (ISRAEL) L.P.
By:	By:
Title:	Title:
PITANGO VENTURE CAPITAL FUND IV L.P.	PITANGO VENTURE CAPITAL PRINCIPALS FUND IV L.P.
By:	By:
Title:	Title:

[Signature Page to Pledge Agreement]

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BETA-O2 TECHNOLOGIES LTD.	VITALIFE PARTNERS (OVERSEAS) L.P
By:	By:
Title:	Title:
VITALIFE PARTNERS (D.C.M.) L.P. By:	VITALIFE PARTNERS (ISRAEL) L.P. By:
Title:	Title:
PITANGO VENTURE CAPITAL FUND IV L.P.	PITANGO VENTURE CAPITAL PRINCIPALS FUND IV L.P.
By:	By:
Title:	Title:

### [Signature Page to Pledge Agreement]

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#### BETA-O2 TECHNOLOGIES LTD.

VITALIFE PARTNERS (OVERSEAS) L.P

By:	By:
Title:	Title:
VITALIFE PARTNERS (D.C.M.) L.P.	VITALIFE PARTNERS (ISRAEL) L.P.
By:	By:
Title:	Title:
PITANGO VENTURE CAPITAL FUND IV Lep P P P P P P P P	PITANGO VENTURE CAPITAL PRINCIPALS FUND IV L.P. P. ? By: <u>P. ?</u> By: <u>P. ?</u> By: <u>P. ?</u> Title: <u>P. ?</u> P. ?

[Signature Page to Pledge Agreement]

#### EXHIBIT A

The Collateral consists of all of the Company's right, title and interest in and to all assets and property of the Company of every kind and nature, wherever located, whether now owned or hereafter arising, including, but not limited to the following:

- 1. All "accounts", "general intangibles", "chattel paper" (whether tangible or electronic), "letter-of-credit rights", "goods" (including "inventory" and "equipment" and any accession thereto), "commercial tort claims", "securities", "investment property", "documents", "instruments", "deposit accounts", "supporting obligations", "farm products", "fixtures" and "securities", as such terms are defined in Divisions 8 and 9 of the California Uniform Commercial Code in effect on the date hereof (as defined or as interpreted under Israeli law); provided, however, that Lenders agree to carve out a first position, and retain a subordinated position, in any accounts receivable for an accounts receivable lender;
- 2. All general intangibles of every kind, including without limitation, Israeli and U.S. federal, state and local tax refunds and claims of all kinds; telephone numbers, and purchase orders, and all rights to purchase, lease sell, or otherwise acquire or deal with real or personal property and all rights relating thereto;
- 3. All returned and repossessed goods and all rights as a seller of goods; all collateral securing any of the foregoing; all deposit accounts, special and general, whether on deposit with Lenders or others;
- 4. All , contract rights or rights to the payment of money, life and other insurance policies, insurance claims and proceeds, claims in contract tort or otherwise, and all judgments now or hereafter arising therefrom;
- 5. All right, title and interest of Company, and all of Company's rights, remedies, security and liens, in, to and in respect of all accounts and other collateral, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, and all guarantees and other contracts of suretyship with respect to any accounts and other collateral, and all deposits and other security for any accounts and other collateral, and all credit and other insurance;
- 6. All notes, drafts, letters of credit, contract rights, and things in action; and all raw materials, work in process, materials used or consumed in Company's business, goods, finished goods, returned goods and all other goods and inventory of whatsoever kind or nature, any and all wrapping, packaging, advertising and shipping materials, and all documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof;
- 7. All inventory wherever located; all present and future claims against any supplier of any of the foregoing, including claims for defective goods or overpayments to or undershipments by suppliers; all proceeds arising from the lease or rental of any of the foregoing;

- 8. All equipment and fixtures, including without limitation all machinery, machine tools, motors, controls, parts, vehicles, workstations, tools, dies, jigs, furniture, furnishings and fixtures; and all attachments, accessories, accessions and property now or hereafter affixed to or used in connection with any of the foregoing, and all substitutions and replacements for any of the foregoing; all warranty and other claims against any vendor or lessor of any of the foregoing; Lenders agree to carve out a first position, and retain a subordinated position, in any specific to-be-acquired equipment;
- 9. All investment property and other securities;
- 10. All cash and non-cash products and proceeds of any of the foregoing, in whatever form, including proceeds in the form of inventory, equipment or any other form of personal property, including proceeds of proceeds and proceeds of insurance, and all claims by Company against third parties for loss or damage to, or destruction of, or otherwise relating to, any or all of the foregoing;
- 11. All intellectual property, including without limitation:
  - (a) Any and all copyright rights, copyright applications, copyright registration and like protection in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");
  - (b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
  - (c) any and all design rights of the Company now or hereafter existing, created, acquired or held;
  - (d) all past, present or future federal, state, local and foreign patents, patent applications and like protections, including, without limitation, the patents and patents applications listed in Schedule 11(d) attached hereto, and improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, all past, present or future federal, state, local and foreign patents and patent applications, together with the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation, the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Company for any and all past, present and future infringements of or any other damages or injury to the patents, patent applications or other patent related rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury or any license rights (collectively, the "**Patents**");
  - (e) all past, present or future federal, state, local and foreign trademarks including, without limitation, the trademarks and trademark applications listed in Schedule 11(e) attached hereto and service marks, designs, logos, trade names, corporate names, company names, business names, fictitious business names, trade styles,

elements of package or trade dress, and other source and product or service identifiers used or associated with or appurtenant to the products, services and businesses of the Company and all past, present or future federal, state, local and foreign trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Company connected with and symbolized by such trademarks, together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Company and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations (collectively, the "**Trademarks**");

- (f) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for an collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) all licenses, franchise or other rights to use any of the Copyrights, Patents or Trademarks and all license fees, franchise fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party;
- (i) all inventions, mask works and mask work registrations, know-how, works of authorship, computer programs, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements with respect to intellectual property and non-competition;
- (j) all registrations of any of the foregoing, all applications therefor, all goodwill associated with any of the foregoing, and all claims for infringement or breach thereof;
- (k) all amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and
- (1) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Floating Charge on any portion of the Collateral which consists of a right, title and/or interest granted to the Company by a third party (other than ownership of certain assets or property) (each, a "**Right**"), shall apply only to the extent such charge on the Right is permitted without the consent of the third party who granted the Right or to which such Right applies.

# Schedule 11(d)

### List of Patents and Patents Applications

Type Fitle Serial # or Pat #
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Canada		
Canada Patent Application National phase of 60578	Oxygen supply for cell transplant and vascularization	2671094

China

China Application		
National phase of PCT/IL2005/001262	Implantable device	200580047325.4

Denmark

Denmark Patent	Implantable device	01900607.1 (App#)
		1351623 (Pat#)
Denmark Patent	Implantable device	05011703.5 (App#)
		1645243 (Pat#)

Europe

Europe Patent	Implantable device	01900607.1 (App#) EP1351623 (Pat #)
Europe Patent Continuation of 01900607.1	Implantable device	05011703.5 (App#) EP1645243 (Pat#)
Europe Application National phase of PCT/IL2005/001262	Implantable device	05812146.8
Europe Patent Application National phase of PCT/IL2007/001471	Oxygen supply for cell transplant and vascularization	07827444.6

France Patent	Implantable device	01900607.1 (App#) 1351623 (Pat#)
France Patent	Implantable device	05011703.5 (App#)
		1645243 (Pat#)

Germany

Germany Patent	Implantable device	01900607.1 (App#) 60111267-9 (Pat#)
Germany Patent	Implantable device	05011703.5 (App#) 1645243 (Pat#)

Holland

Holland Patent Implantable device	05011703.5 (App#) 1645243 (Pat#)
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#### India

India Application National phase of PCT/IL2005/00126	Implantable device	5069/DELNP/2007
India Patent Applicat National phase of 60	F 11 -	4225/DELNP/2009

Israel

Israel Patent Application	Implantable device	134009
Israel Application National phase of PCT/IL2005/001262	Implantable device	183521

Italy

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Italy Patent	Implantable device	01900607.1 (App#)
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Italy Patent	Implantable device	05011703.5 (App#)
naly Patent	Implantable device	1645243 (Pat#)

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Japan Application		
National phase of PCT/IL2005/001262	Implantable device	2007-544006

PCT

РСТ	Optimization of alginate encapsulation	PCT/IL2009/000905
Spain	:	
Spain Patent	Implantable device	01900607.1 (App#) 1351623 (Pat#)
Spain Patent	Implantable device	05011703.5 (App#) 1645243 (Pat#)

Switzerland

Switzerland Patent	Implantable device	05011703.5 (App#)
		1645243 (Pat#)

United Kingdom

United Kingdom Patent	Implantable device	01900607.1 (App#) 1351623 (Pat#)
United Kingdom Patent	Implantable device	05011703.5 (App#) 1645243 (Pat#)

United States

United States Application	Implantable device	10/466,069
United States Application Continuation-in-part of 10/466,069	Implantable device	11/001,556
United States Regular Application National phase of PCT/IL2007/001471	Oxygen supply for cell transplant and vascularization	12/064,946
United States Regular Patent Application national phase of PCT/IL2007/001447	Protecting algae from body fluids	12/515,818

United States Regular Patent Application	Apparatus for transportation of oxygen to implanted cells	12/315,102
United States Regular Patent Application	Oxygen supply for implantable medical device	12/551,151
United States Regular Patent Application national phase of PCT/IL2008/01204	Air gap for supporting cells	12/676,744

# United States Provisional

United States Provisional Illumination device 61/184,880
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## Schedule 11(e)

Country	Type	Application number	Registration number
Canada	Beta O2 logo in Class 10	1380201	N/A
China	Beta O2 logo	6588378	N/A
Europe CTM (community trademark)	BETA O2 logo in Class 10	6596324	N/A
India	BETA 02 logo in Class 10	1643209	N/A
Israel	BETA O2 in Class 10	207490	207490
Japan	BETA O2	2008-2043	5159773
United States	BETA O2 Logo	77/372,256	N/A

### List of Trademarks and Trademark Applications

RECORDED: 06/09/2010