

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gambro Lundia AB	07/14/2008
RECEIVING PARTY DATA	
Name:	ArtCline GmbH
Street Address:	Schillingallee 68
City:	Rostock
State/Country:	GERMANY
Postal Code:	D-18057
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09352987
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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Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	383-99 ORDER NO. 8273
NAME OF SUBMITTER:	Alex R. Sluzas
Total Attachments: 6 source=383-99-Executed-Assignment#page1.tif source=383-99-Executed-Assignment#page2.tif source=383-99-Executed-Assignment#page3.tif source=383-99-Executed-Assignment#page4.tif	

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Agreement between Gambro AB, Sweden and ArtCline GmbH, Germany

Patent Assignment Agreement

This Agreement is made by and between:

(1) Gambro Lundia AB, Magistratsvägen 16, Box 101 01, SE-220 10 Lund, Sweden (hereinafter referred to as "First Party") and

(2) ArtCline GmbH, Schillingallee 68, D-18057 Rostock, Germany (hereinafter referred to as "Second Party").

ArtCline GmbH is a start-up company of the University of Rostock founded in 2007. The company is focused on developing innovative diagnostic and therapeutic methods for the purpose of intensive care medicine.

It is mutually recognised by both parties that ArtCline wishes to acquire the Patent Portfolio (as hereafter defined) held by Gambro, originally acquired by Gambro through the acquisition of IP assets of Teraklin AG in 2004. Gambro is through this Agreement agreeing to sell and transfer said Patent Portfolio to ArtCline.

Therefore, the parties agree as follows:

- Definitions -

Article 1.

(1) For the purpose of this Agreement, the parties agree to the following definitions:

"Patent Portfolio" means the following intellectual property rights, including all subsequent patents issued based on these applications:

(a) German Patent Application:

„Verfahren und Einrichtung zur biologischen Elimination von unerwünschten lebenden und toten Partikeln aus biologischen und anderen Stoffgemischen“, DE 19519065, 19.05.1995.

(b) German Patent Application:

„Verfahren und Einrichtung zur therapeutischen Immunmodulation“, DE 19831873, 16.07.1998 and subsequent patent application:

- US Patent Application: US 19990352987

(c) PCT Patent Application

„Method and device for increasing and/or decreasing the concentration of immunomodulatory-active substances in substance mixtures“, PCT/DE00/00130, 14.01.2000 and subsequent patent applications:

- EP Patent Application: EP20000908924, 14.01.2000

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- Austrian Patent Application: AT 240112T, 15.05.2003
- Spanish Patent Application: ES 2199784 T3, 01.03.2004
- US Patent Application: US2001348522, 20.01.2003
- Japanese Patent Application: JP2003519503T, 24.06.2003

"Agreement" means this Patent Assignment Agreement.

- Assignment and Furnishing of Documentation -

Article 2.

(1) Through the execution of this Agreement, First Party:

sells, assigns and transfers the Patent Portfolio to Second Party and Second Party acquires the Patent Portfolio, together with all ownership and other rights pertaining thereto.

(2) First Party shall furnish to Second Party all technical information currently in its possession pertaining to the Patent Portfolio as follows:

- EISS-I Study, including but not restricted to the original data of patients 1 to 5 and the monitoring report,
- The HL 60 master cell bank and documentation relating to cell line testing,
- Research and Development documentation concerning EISS including, but not restricted to the Annex VIII Documentation.

- Consideration -

Article 3.

(1) Through the execution of this Agreement, Second Party agrees to pay First Party in consideration of the Patent Portfolio:

(a) lump sum of 25,000.00 Euro excl. VAT;

(b) 10% of the gross revenue in any form received by Second Party in connection with the sale, licensing or other form of exploitation of the Patent Portfolio up to a maximum of 50,000.00 Euro in total.

First Party shall notify Second Party of its VAT number no later than fourteen (14) days after the execution of the Agreement.

(2) In addition, Second Party grants First Party a first option to negotiate, in good faith, the terms of an exclusive royalty bearing license or acquisition of the Patent Portfolio, should it be the intention of Second Party to liquidate the Patent Portfolio. Second Party is required to inform First Party of any such intention in writing. Should First Party chose to exercise this op-

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tion It is required to give written notice within thirty (30) days upon receiving the written notice by Second Party. Upon giving written notice First Party has sixty (60) days to negotiate the terms of the agreement.

(3) Second Party agrees to finance all costs related to the ownership transactions of the Patent Portfolio agreed to in this Agreement.

(4) Payment of the lump sum defined in Paragraph 1(a) shall be due thirty (30) days from execution of the Agreement. Should the payment not have been completed within the stipulated period, First Party can after issuing Second Party a reminder of at least seven (7) days cancel the Agreement.

(5) Payment of amounts due under Paragraph 1(b) shall be made on a yearly basis based on the audited annual financial statements of Second Party. Once the amount has been verified and communicated to First Party in writing, Second Party shall fulfil payment within sixty (60) days of the written notice.

(6) Payment shall be transferred to the following bank account as designated by First Party:

Bank:	Citibank, London
Swift:	CITI GB2L
IBAN:	GB20CITJ 1850 0808 5244 08
ACCT:	8524408

Article 4

(1) If Second Party enters into any arrangement with a third party (in the form of a Term Sheet, Letter of Intent or the like) for the sale, licensing or other form of exploitation of the Patent Portfolio, it shall promptly inform First Party of such arrangement and, unless prohibited from doing so, provide First Party with a copy of such document.

(2) Second Party shall keep and maintain, and cause to be kept and maintained, for a period of five (5) years true and accurate records and books of account of all transactions subject to payment under Paragraph 1(b). The records and books of account shall be open to inspection by First Party or its authorized representatives in order to enable it to verify the accuracy of amounts payable under Paragraph 1(b).

- Obligation to co-operate -

Article 5.

(1) First Party agrees to execute any document required to perfect the transfer of the Patent Portfolio to Second Party.

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(2) First Party agrees to supply Second Party with all documentation with patent offices and patent attorneys relating to the Patent Portfolio, also including any future correspondence.

- Guarantees -

Article 67.

- (1) First Party guarantees that it is the sole proprietor of the Patent Portfolio and that it can freely dispose of the Patent Portfolio.
- (2) First Party guarantees that the Patent Portfolio is transferable to Second Party.
- (3) First Party guarantees that no third party holds any rights to the Patent Portfolio.
- (4) First Party guarantees that it has paid all fees relating to the maintenance of the Patent Portfolio on time.

- Confidentiality -

Article 7.

(1) During the term of this Agreement First Party agrees not to disclose to any third party the contents described in the specification of the Patent Portfolio as specified in Article 1 without the prior written consent of Second Party. However, this obligation shall not apply to any information:

- (a) which, prior to the execution of this Agreement, is in the public domain;
- (b) which First Party can demonstrate that, prior to the execution of this Agreement, First Party had access to or First Party received from a third party having a lawful right to disclose it;
- (c) which, after the execution of this Agreement, becomes part of the public domain through no fault of First Party;
- (d) which First Party can demonstrate that, after the execution of this Agreement, First Party received from a third party having a lawful right to disclose it.

- Restrictions of Use -

Article 8.

(1) First Party shall not use the specification of the patent applications, prototypes and technical as well as other information pertaining to the Patent Portfolio for any commercial purpose.

- Handling of Improved Technology -

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Article 9.

- (1) In the event that First Party makes any new invention related to the Patent Portfolio, First Party shall promptly inform Second Party of any such invention in writing.
- (2) Should First Party have no interest in the improved technology, it shall offer its rights exclusively to Second Party on reasonable terms.

- Matters Not Provided in the Agreement -

Article 10.

- (1) First Party and Second Party shall comply with all the provisions of this Agreement in good faith. If any matters, which are not provided in this Agreement, arise between the parties relating to this Agreement, or if any doubts arise in relation to the interpretation of this Agreement, such matters or doubts shall be amicably settled, upon mutual discussion of the parties.

- Effectiveness -

Article 11.

- (1) This Agreement shall become effective upon signature by both parties.

- Miscellaneous -

Article 12.

- (1) This is the sole agreement between the parties concerning the subject hereof. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.
- (2) This Agreement shall be governed by the laws of Germany, as such laws are applied to contracts entered into and to be performed, without regard to any conflicts of laws provisions.
- (3) The exclusive legal venue for any disputes that cannot be settled in an amicable way between parties hereto shall be the local district court of Rostock, Germany.

- Severability -

Article 14.

- (1) First Party and Second Party agree that, in the event that any provision of this Agreement shall contravene the present and future interpretation of the laws, regulations, treaties and/or notifications, such provision shall be deemed to be invalid and either party shall not be bound by such provision; provided, however, that all provisions other than such illegal provision shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have prepared, signed and sealed this Agreement in two counterparts, and each party shall retain one executed copy.

FIRST PARTY, Gambro Lundia AB
Magistratsvägen 16, Lund, Sweden



Annemarie Gardshol
SVP R&D

Date: July 14-2008



Bengt-Ake Olsson

SVP Business Development & Special Projects

Date:

SECOND PARTY, ArtCline GmbH
Schillingallee 68, Rostock, Germany



(Signature) Steffen Mitzner

Date: 17-07-2008

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