

# PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE:                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NEW ASSIGNMENT               |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------|--------------------------|---------------------------|------------------------------|---------------------------|---------------|-------------------------|---------------------------|----------------|----------------|--------------|---------|
| NATURE OF CONVEYANCE:                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ASSIGNMENT                   |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dmitry Dmitrievich Genkin</td> <td>08/24/2010</td> </tr> <tr> <td>Viktor Veniaminovich Tets</td> <td>08/24/2010</td> </tr> <tr> <td>Georgy Viktorovich Tets</td> <td>08/24/2010</td> </tr> </tbody> </table>                                                                   |                              | Name          | Execution Date           | Dmitry Dmitrievich Genkin | 08/24/2010                   | Viktor Veniaminovich Tets | 08/24/2010    | Georgy Viktorovich Tets | 08/24/2010                |                |                |              |         |
| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Execution Date               |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| Dmitry Dmitrievich Genkin                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 08/24/2010                   |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| Viktor Veniaminovich Tets                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 08/24/2010                   |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| Georgy Viktorovich Tets                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 08/24/2010                   |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>CLS Therapeutics Limited</td> </tr> <tr> <td>Street Address:</td> <td>Bordeaux Court, Les Echelons</td> </tr> <tr> <td>Internal Address:</td> <td>St Peter Port</td> </tr> <tr> <td>City:</td> <td>Guernsey, Channel Islands</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>GY1 3DR</td> </tr> </table> |                              | Name:         | CLS Therapeutics Limited | Street Address:           | Bordeaux Court, Les Echelons | Internal Address:         | St Peter Port | City:                   | Guernsey, Channel Islands | State/Country: | UNITED KINGDOM | Postal Code: | GY1 3DR |
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CLS Therapeutics Limited     |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| Street Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Bordeaux Court, Les Echelons |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| Internal Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                            | St Peter Port                |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| City:                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Guernsey, Channel Islands    |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| State/Country:                                                                                                                                                                                                                                                                                                                                                                                                                                                               | UNITED KINGDOM               |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| Postal Code:                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | GY1 3DR                      |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| PROPERTY NUMBERS Total: 1                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                              |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10564861</td> </tr> </tbody> </table>                                                                                                                                                                                                            |                              | Property Type | Number                   | Application Number:       | 10564861                     |                           |               |                         |                           |                |                |              |         |
| Property Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Number                       |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| Application Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 10564861                     |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                              |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| <p>Fax Number: (877)769-7945</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (212) 765-5070</p> <p>Email: Vainberg@fr.com</p> <p>Correspondent Name: Irina E. Vainberg</p> <p>Address Line 1: FISH &amp; RICHARDSON P.C.</p> <p>Address Line 2: P.O.BOX 1022</p> <p>Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022</p>                                                                                          |                              |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| ATTORNEY DOCKET NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 29832-0002US1                |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| NAME OF SUBMITTER:                                                                                                                                                                                                                                                                                                                                                                                                                                                           | JENNIFER MAVRONAS            |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |
| Total Attachments: 10                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                              |               |                          |                           |                              |                           |               |                         |                           |                |                |              |         |

CH \$40.00 10564861

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**PATENT**  
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DMITRY GENKIN

and

VICTOR TETS

and

GEORGY TETS

and

CLS THERAPEUTICS LIMITED

Intellectual Property Assignment

Dated: 24<sup>th</sup> August

2010



88 Wood Street London EC2V 7AJ

tel: (+44) (0) 20 3307 1100 - fax: (+44) (0) 20 3307 1881

241788

THIS AGREEMENT is made

24<sup>th</sup> August

2010

BETWEEN

- (1) **DMITRY GENKIN** of Konstantinovskiy ave 26-2, 197110, St.Petersburg, Russian Federation ("Founder A");
- (2) **VICTOR TETS** of Lensoveta str. 27, apt 95, St.Petersburg, 196066, Russian Federation ("Founder B");
- (3) **GEORGY TETS** of Pushkinekaya str., 13, apt 49, St.Petersburg, 191040, Russian Federation ("Founder C");

Founder A, Founder B and Founder C, together the "Assignors".

- (4) **CLS THERAPEUTICS LIMITED**, a non cellular company, incorporated and registered in Guernsey with company number 52160 whose registered office is at Bordeaux Court, Les Echelons, St Peter Port, Guernsey, Channel Islands, GY1 3DR ("Company").

WHEREAS the Assignors are together the inventors, creators and sole owners of all rights in certain inventions and of all intellectual property rights therein and have agreed to assign the same to the Company on the terms and conditions of this Agreement,

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretation

- 1.1 In this Agreement the following terms shall unless the context otherwise requires have the meaning set out against such term:

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Assigned Intellectual Property | all Intellectual Property existing in all or any of the Inventions, the Assigned Patents and the Know How;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Assigned Patents               | the Patents and Patent applications particulars of which are listed in Schedule 1 to this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Intellectual Property          | all rights in patents, inventions and rights to inventions, utility models, copyright and related rights, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world; |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Inventions</b>              | the inventions claimed by the Assigned Patents;                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Know how</b>                | all information in the possession and control of the Assignors, which is not in the public domain, whether committed to writing or not and of whatsoever nature, including ideas, discoveries, inventions, data, formulae, techniques, procedures for experiments and tests, designs, sketches, records, biological materials and confidential analyses and interpretations of information, relating to or concerning any Invention or Assigned Patent; |
| <b>Patents</b>                 | means all patents or letters patent, claims in any patent and applications for the same and the right to apply for the same in any part of the world including, without limitation, all reissues, extensions, substitutions, confirmations, registrations, revalidations, additions, continuations in part and divisions thereof and any supplemental protection certificates;                                                                          |
| <b>Shareholders' Agreement</b> | a shareholders agreement between the Assignors, the Investors (as defined therein), certain Directors of the Company (as defined therein) and the Company of even date herewith.                                                                                                                                                                                                                                                                        |

- 1.2 Clause and schedule headings shall not affect the interpretation of this Agreement.
- 1.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Agreement, unless the context otherwise requires.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Writing or written includes faxes and e-mail.

1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. Assignment

Pursuant to and for the consideration of the allotment of shares in the capital of the Company to the Assignors pursuant to the Shareholders Agreement each of the Assignors hereby assigns to the Company

### 2.1 with full title guarantee

2.1.1 the Assigned Patents and the full and exclusive benefit thereof, to the intent that any Patents granted pursuant to the Assigned Patents shall be in the name of and vest absolutely in the Company;

2.1.2 all rights, powers, liberties and immunities arising from the Assigned Patents including the right to sue for and obtain full and effective relief in respect of every act of infringement of any Assigned Patent or of any Patent granted pursuant to any patent application contained in the Assigned Patents, whether occurring prior to or after the date of this assignment;

2.1.3 the right to apply for, prosecute and obtain Patent or similar protection throughout the world in respect of the Inventions claimed in the Assigned Patents including the right to claim priority from the Assigned Patents to the intent that the grant of any Patent or similar protection shall be in the name of and vest absolutely in the Company.

### 2.2 all such right, title and interest as such Assignor may possess in and to the Inventions and the Knowhow and all Intellectual Property existing therein, free from any claims, liens, equities, charges and encumbrances, together with:-

2.2.1 the full and exclusive benefit thereof, to the intent that all right title and interest therein shall be held in the name of and vest absolutely in the Company; and

2.2.2 all rights, powers, liberties and immunities arising from the same including the right to sue for and obtain relief in respect of any act of infringement, whether occurring prior to or after the date of this assignment; and

2.2.3 the right to apply for, prosecute and obtain any registered protection (insofar as such registered protection may be available) throughout the world in respect of any of the same.

## 3. Warranties

3.1 Each of the Assignors hereby represents, warrants and undertakes to the Company as at the date of this Agreement that:

3.1.1 this Agreement on execution by the Assignor is a valid and enforceable obligation on such Assignor under all applicable law;

- 3.1.2 he is free to enter into this Agreement on the terms hereof and that he is not subject to any restrictions whatsoever which may affect his ability to perform his obligations hereunder;
- 3.1.3 the Assignors are together the joint legal and beneficial owners with full title guarantee of the entire right, title and interest in the Assigned Intellectual Property;
- 3.1.4 to the best of his knowledge and belief, the use and exploitation of the Assigned Intellectual Property by the Company in the Development Project does not and will not infringe any intellectual property of any third party;
- 3.1.5 in respect of each of the Assigned Patents, the Assignors are properly registered as the applicants or registered proprietors, and all application, registration and renewal fees have been paid;
- 3.1.6 he has not granted to any third party and to the best of his knowledge and belief no other Assignor has granted to any third party any right or interest in or license to any part of the Assigned Intellectual Property;
- 3.1.7 to the best of his knowledge and belief, all of the Know How has been retained in confidence as confidential material, is not in the public domain and has not been disclosed to any third party (save only for disclosure to potential investors under the terms of a valid and binding disclosure agreement);
- 3.1.8 he is not aware of any infringement by any third party of any of the Assigned Intellectual Property or any unauthorised use of all or any of the Inventions or Know How;
- 3.1.9 he is not a party to any legal action or proceedings concerning the Assigned Intellectual Property or any part thereof and so far as he is aware no claim has been made or any such action or proceedings threatened;
- 3.1.10 to the best of his knowledge and belief the Know How transferred and disclosed to the Company includes all know-how and confidential information in the possession, custody or control of the Assignors relating to the Inventions and there is no Know How relating in any manner to the Inventions or the Assigned Patents not disclosed or in the possession of any third party;
- 3.1.11 all Know How (including all documents recording or embodying the Know How) transferred to the Company by the Assignors is true, accurate and up to date;
- 3.1.12 to the best of his knowledge, the Assigned Patents are valid and enforceable and no act or omission has occurred whereby any of the Assigned Patents has ceased to be valid and enforceable and no circumstance exists which might cause any of the Assigned Patents to cease to be valid and enforceable.

#### 4. Further Assurance

- 4.1 Each of the Assignors undertakes to do, execute and perform and to procure to be done, executed and performed all such further acts, deeds, documents and things as the Company may reasonably require from time to time effectively to vest the legal and

beneficial ownership of the Assigned Intellectual Property and the Assigned Patents in the Company or as it directs free from all liens, charges, options, encumbrances or adverse rights or interests of any kind and otherwise to give to the Company the full benefit of this Agreement.

5.     **Governing law**

- 5.1     This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.
- 5.2     The Parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter (including non-contractual disputes or claims).

**Schedule 1**  
**Assigned Patents**

| Application No  | Title                                                                                                                                         | Priority date            | Country                    |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------|
| RU 2267329      | Method for treating diseases associated with modifications of qualitative and/ quantitative composition of blood extracellular DNA (variants) | 12.03.2004               | Russian Federation         |
| RU 2269356      | Method for treating oncological diseases                                                                                                      | 14.07.2003<br>12.03.2004 | Russian Federation         |
| US 7612032      | Method for treating oncological diseases                                                                                                      | 14.07.2003<br>12.03.2004 | United States              |
| EP 04 748 955.4 | Method for treating oncological diseases                                                                                                      | 14.07.2003<br>12.03.2004 | European Patent Convention |
| US 12/708914    | Method for treating oncological diseases                                                                                                      | 14.07.2003<br>12.03.2004 | United States              |
| RU 2269358      | Method for treating diseases associated with changes of qualitative and/ quantitative composition of blood extracellular DNA                  | 14.07.2003<br>12.03.2004 | Russian Federation         |
| US 10/504609    | Method for treating diseases associated with changes of qualitative and/ quantitative composition of blood extracellular DNA                  | 14.07.2003<br>12.03.2004 | United States              |
| EP 04 775 224.1 | Method for treating diseases associated with changes of qualitative and/ quantitative composition of blood extracellular DNA                  | 14.07.2003<br>12.03.2004 | European Patent Convention |
| RU 2269357      | Method for retarding unhealthy manifestations brought by ageing of human beings                                                               | 12.03.04                 | Russian Federation         |
| US 11/919,141   | Method for retarding unhealthy manifestations brought by ageing of human beings                                                               | 12.03.04                 | United States              |
| EP 05745412.6   | Method for retarding unhealthy manifestations brought by ageing of human beings                                                               | 12.03.04                 | European Patent Convention |

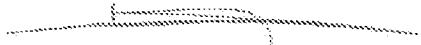
| Application No  | Title                                                                                                                                                                                                                                                                                 | Priority date                                          | Country                    |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------|
| RU 2308968      | Method for treating human diseases associated with an increased deoxyribonucleic acid content in extracellular spaces of tissues and a medicinal preparation for carrying out said method                                                                                             | 19.07.05                                               | Russian Federation         |
| US 12/516440    | Method for treating human diseases associated with an increased deoxyribonucleic acid content in extracellular spaces of tissues and a medicinal preparation for carrying out said method                                                                                             | 19.07.05                                               | United States              |
| EP 06 843 990.0 | Method for treating human diseases associated with an increased deoxyribonucleic acid content in extracellular spaces of tissues and a medicinal preparation for carrying out said method                                                                                             | 19.07.05                                               | European Patent Convention |
| 4296/1          | Method for treating human diseases associated with an increased deoxyribonucleic acid content in extracellular spaces of tissues and a medicinal preparation for carrying out said method                                                                                             | 19.07.05                                               | Israel                     |
| PA10028RU       | Method for treating human diseases associated with an increased deoxyribonucleic acid content in extracellular spaces of tissues and a medicinal preparation for carrying out said method                                                                                             | 19.07.05                                               | Japan                      |
| 10 2009-7013352 | Method for treating human diseases associated with an increased deoxyribonucleic acid content in extracellular spaces of tissues and a medicinal preparation for carrying out said method                                                                                             | 19.07.05                                               | South Korea                |
| RU 2269359      | Method for prophylaxis of oncological diseases, or infections mordibidized by bacteria or fungi and protozoa, or arteriosclerosis, or diabetes mellitus, or diseases mediated by delayed hyperresponsiveness reaction, or diseases mediated by somatic cell gene mutations (variants) | 12.03.04                                               | Russian Federation         |
| US 12/835036    | Method for treating systemic bacterial, fungal and protozoan infection                                                                                                                                                                                                                | 14.07.2003<br>12.03.2004<br>Filing date:<br>13.07.2010 | United States              |
| US 12/835029    | Method for treating systemic DNA mutation disease                                                                                                                                                                                                                                     | 14.07.2003<br>12.03.2004<br>Filing date:<br>13.07.2010 | United States              |

In Witness whereof this Assignment has been executed as a Deed by each of the parties on the date set out above:

SIGNATURE PAGE

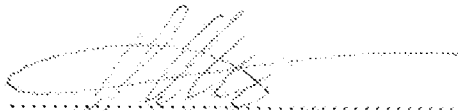
Signed by DMITRY GENKIN

In the presence of

  
.....  
Marius Rodriguez RB

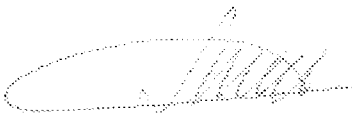
Signed by VICTOR TETS

In the presence of

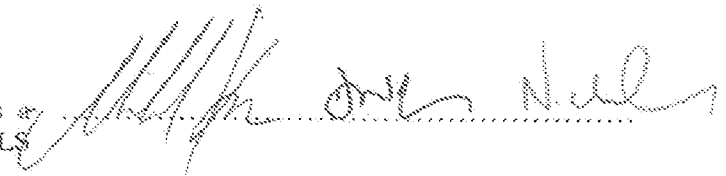
  
.....  
Marius Rodriguez RB

Signed by GEORGY TETS

In the presence of

  
.....  
Marius Rodriguez RB

Nicholas Moss  
David Allison  
Signed by MICHAEL T. KUPENGA, as a  
Director for and on behalf of CLS  
THERAPEUTICS LIMITED

  
.....  
Michael T. Kupenga