

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BioMedical Frontiers, Inc.	10/15/2007
RECEIVING PARTY DATA	
Name:	Albany Medical College
Street Address:	47 New Scotland Avenue
City:	Albany
State/Country:	NEW YORK
Postal Code:	12208
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09323765
CORRESPONDENCE DATA	
Fax Number:	(952)832-9191
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	952-832-9090
Email:	malpatlaw@aol.com
Correspondent Name:	Mark A. Litman & Associates, P.A.
Address Line 1:	York Business Center, Suite 205
Address Line 2:	3209 West 76th Street
Address Line 4:	Edina, MINNESOTA 55435
ATTORNEY DOCKET NUMBER:	259.006US1
NAME OF SUBMITTER:	Mark A. Litman
Total Attachments: 4 source=VoluntaryTerminationAssignmentAgreement#page1.tif source=VoluntaryTerminationAssignmentAgreement#page2.tif source=VoluntaryTerminationAssignmentAgreement#page3.tif source=VoluntaryTerminationAssignmentAgreement#page4.tif	

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VOLUNTARY TERMINATION AND ASSIGNMENT AGREEMENT

This Voluntary Termination and Assignment Agreement ("Agreement") is made effective as of and from **October 15, 2007** (the "Effective Date") by and among:

BIOMEDICAL FRONTIERS, INC.

a Minnesota corporation located at 1087 10th Avenue S.E., Minneapolis, Minnesota, 55414, USA ("BMF");

Dr. Bo Hedlund, President of BMF;

KOREA ADVANCED INSTITUTE OF SCIENCE AND TECHNOLOGY

located at 373-1 Guseong-dong, Yuseong-gu, Daejeon 305-701 Korea ("KAIST"); and

ALBANY MEDICAL COLLEGE

located at 47 New Scotland Avenue, Albany, New York, 12208, USA ("AMC"); and

who may be referred to individually as "Party" or collectively as "Parties."

Background

BMF, under an Exclusive License Agreement dated March 31, 1997 among KAIST, AMC and BMF (the "1997 Agreement"), was granted an exclusive license under the Patent Rights and the Proprietary Know-how as defined in the 1997 Agreement. Specifically, the rights licensed to BMF under the 1997 Agreement encompassed:

- (i) an invention of AMC as identified in U.S. Patent Application Number 08/671,452 and as granted in U.S. Patent Number 5,908,624, with further claims as set out in U.S. Patent Application No. 09/323,765 (the "AMC Invention");
- (ii) an invention of KAIST as identified in Korean Patent Application Number 96-2440 and as granted in Korean Patent Number 0193746 R.O.K (the "KAIST Invention"); and
- (iii) a joint Patent Cooperation Treaty Application No. PCT/IB97/00139; a European Patent Application No. 97901754.8-2403 as granted in European Patent Number 0901521; and a Japanese Patent Application No. H09-527447; which applications combine claims made regarding the KAIST Invention and the AMC Invention (hereinafter collectively referred to as the "Joint Applications").

BMF wishes to voluntarily terminate its license under the 1997 Agreement to the AMC Invention and the KAIST Invention and to assign the Joint Applications to AMC and KAIST.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties do hereby agree as follows:

1. Termination of License and Assignment of Interest

1.1 BMF, KAIST and AMC hereby agree to the mutual termination of the 1997 Agreement with effect as of and from the Effective Date of this Agreement and all Parties agree that all rights in the AMC Invention, the KAIST Invention, and the Joint Applications, and any and all rights in and to the Proprietary Know-how granted or developed under the 1997 Agreement do hereby revert to and are assigned respectively to AMC (AMC Invention), KAIST (KAIST Invention), and AMC and KAIST in equal undivided shares (Joint Applications).

1.2 The reversion and assignment in Subsection 1.1 of this Agreement applies to the entire right, title and interest in and to said invention or inventions, as described in the aforesaid applications, in any form or embodiment thereof, and in and to the aforesaid applications; and in and to any applications filed in any country based thereon, including the right to file foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents, reissues or extensions thereof to be obtained in any country upon said invention or inventions, and any divisional, continuation, continuation-in-part, substitute application(s) or supplementary disclosure(s) which may be filed upon said invention or inventions, in any country; and BMF hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications in accordance with such reversion and assignment.

1.3 Notwithstanding anything to the contrary in the 1997 Agreement, such termination and assignment shall be effective as of the Effective Date of this Agreement and, except as expressly set out in this Agreement, no rights or obligations of BMF, other than the obligations of confidentiality of BMF and such other obligations as set out herein, shall continue after the Effective Date of this Agreement.

Pages 3 and 4 have been redacted out

IN WITNESS WHEREOF, the Parties have executed this Agreement to take effect on the Effective Date.

ALBANY MEDICAL COLLEGE

By: 

Name: Vincent Vendile, M.D.

Title: Dean

**KOREA ADVANCED INSTITUTE
OF SCIENCE AND TECHNOLOGY**

By: 

Name: LEE IN HEE

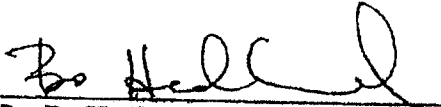
Title: Manager of Technology Commercialization Team

BIOMEDICAL FRONTIERS, INC.

By: 

Name: Bo HEDLUND

Title: President & CEO



Dr. Bo Hedlund

(With respect to Paragraphs 1.4 and 2.1)

APPROVED BY:

CANADIAN BLOOD SERVICES



Its Authorized Representative