

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Gautam Vinod Daftary</td><td>12/31/2008</td></tr><tr><td>John Kaundinya</td><td>12/31/2008</td></tr><tr><td>Tomas Cinek</td><td>12/31/2008</td></tr></tbody></table>		Name	Execution Date	Gautam Vinod Daftary	12/31/2008	John Kaundinya	12/31/2008	Tomas Cinek	12/31/2008				
Name	Execution Date												
Gautam Vinod Daftary	12/31/2008												
John Kaundinya	12/31/2008												
Tomas Cinek	12/31/2008												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Bharat Serums Vaccines Ltd.</td></tr><tr><td>Street Address:</td><td>16th and 17th Floor, Hoechst House</td></tr><tr><td>Internal Address:</td><td>Nariman Point</td></tr><tr><td>City:</td><td>Mumbai</td></tr><tr><td>State/Country:</td><td>INDIA</td></tr><tr><td>Postal Code:</td><td>400021</td></tr></table>		Name:	Bharat Serums Vaccines Ltd.	Street Address:	16th and 17th Floor, Hoechst House	Internal Address:	Nariman Point	City:	Mumbai	State/Country:	INDIA	Postal Code:	400021
Name:	Bharat Serums Vaccines Ltd.												
Street Address:	16th and 17th Floor, Hoechst House												
Internal Address:	Nariman Point												
City:	Mumbai												
State/Country:	INDIA												
Postal Code:	400021												
PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>13142709</td></tr></tbody></table>		Property Type	Number	Application Number:	13142709								
Property Type	Number												
Application Number:	13142709												
CORRESPONDENCE DATA													
Fax Number: (801)566-0750													
Phone: 801-566-6633													
Email: wiseman@tnw.com													
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>													
Correspondent Name: THORPE NORTH & WESTERN, LLP.													
Address Line 1: 8180 S. 700 E.													
Address Line 2: Suite 350													
Address Line 4: SANDY, UTAH 84070													
ATTORNEY DOCKET NUMBER:	01470-32638.PCT.US												
NAME OF SUBMITTER:	Gary P. Oakeson												

OP \$40.00 13142709

501671242

PATENT
REEL: 026966 FRAME: 0574

Total Attachments: 7

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

source=Assignment#page6.tif

source=Assignment#page7.tif

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

General Stamp Office, Mumbai

S.V. No. 207

महाराष्ट्र MAHARASHTRA

18 DEC 2008

परवानाधारक पुद्रांक विक्रेता

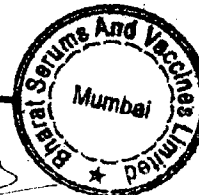
परवानाक्रमांक नं. २०७

23 DEC 2008

BR 808787

3423 दिनांक

महाराष्ट्र
कायदेनुसार पुद्रांक विक्रेता



DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT ("Deed") is made at Mumbai on December 31, 2008

BETWEEN

Dr. Daftary Gautam Vinod, an individual, aged 49 years, son of Dr. Vinod Daftary, residing at 3rd Floor, Sneha Sadan, Churchgate, Mumbai, hereinafter referred to as the "Inventor 1" (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include his heirs, executors, administrators and legal representatives); of the FIRST PART;

Dr. Kaundinya John, an individual, aged 49 years, son of Mr. Christopher Kaundinya, residing at 724 Barrett Avenue, Morgan Hill CA 95037, USA, hereinafter referred to as the "Inventor 2" (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include his heirs, executors, administrators and legal representatives); of the SECOND PART;

ba

PATENT

REEL: 026966 FRAME: 0576

Dr. Cinek Tomas, an individual, aged 43, son of Ing. Josef Cinek, residing at 17240 Markcross Court No.2, Morgan Hill, California, USA, hereinafter referred to as the **"Inventor 3"** (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include his heirs, executors, administrators and legal representatives); of the **THIRD PART**;

Inventor 1, Inventor 2 and Inventor 3 are hereinafter collectively referred to as the **("Assignors")**

AND

BHARAT SERUMS VACINNES LIMITED, a company incorporated in India under the provisions of the Companies Act, 1956, whose registered office is at 17th Floor Hoechst House, Nariman Point, Mumbai 400 021, India, hereinafter referred to as the **"Assignee"** (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **FOURTH PART**

The Assignors and the Assignee are individually referred to as the **"Party"** and collectively referred as the **"Parties"**.

WHEREAS

1. The Assignors claim to be the true and first inventors of an invention concerning **"Anti-RhD Monoclonal Antibodies"** and its continued further work carried out jointly and severally by BSV Biosciences Inc, USA and Bharat Serums and Vaccines Ltd., India known by **"ARMA-001"**.
2. The Assignee is engaged inter-alia in the business of research, development, manufacturing, distribution, marketing and licensing of biopharmaceuticals, biological, pharmaceuticals, biotechnology products, serums, vaccines, novel drug delivery system related technologies and process related technologies for human therapeutic use;
3. The Assignee is desirous of acquiring the entire right, title and interest in and to said ARMA-001 and the invention therein described and claimed, and to any Letters Patent that may be granted therefore in the India and in any and all foreign countries where the patent applications have been already filed (as in India) and where the applications will be filed in due course.
4. The Assignors has agreed to assign to the Assignee all his worldwide right, title and interest in and to said ARMA-001 and the invention therein including but not limited to the rights of development, manufacturing, commercialization and licensing as well as rights to obtain patents throughout the world, unto and to the benefit and in favour of the Assignee on the terms and conditions agreed upon and recorded in this Deed.



NOWTHEREFORE THIS DEED DOES WITNESSETH THE PARTIES AND THE PARTIES HERETO AGREE AND UNDERTAKE AS UNDER:

1. ASSIGNMENT AND CONSIDERATION

- 1.1 In consideration of a total sum of One US Dollar (US \$ 1.00) paid by the Assignee to the each Assignors (the receipt whereof the Assignors hereby acknowledges and admits), as of the date of this Deed, the Assignors as a joint beneficial owner, hereby irrevocably and unconditionally Assign, transfer, and convey to Assignee the entire right, title, and interest in and to ARMA-001 and any inventions and discoveries described in application for Letters Patent of the India, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, reissue, re-examination, substitute, continuation, international, foreign and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
- 1.2 The Assignors unconditionally authorize Assignee to file patent applications directly or through PCT route, in any or all countries for any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.
- 1.3 The Assignors authorize and requests the Controller of Patents and the empowered officials of all other governments of every country where patent applications have been filed (including India) and where the patent applications will be filed in due course to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
- 1.4 Pursuant to the assignment of all the worldwide rights, title and interest whatsoever of the Assignors in the ARMA-001 and any inventions and discoveries described in the application for Letters Patent filed in India and to be filed in all or any other Country unto to Assignee under this Deed, the Assignee shall be solely entitled to all the worldwide right, title, interest, power and benefits arising from the ownership of the ARMA-001 including without limitation to the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to the date of this Deed in connection with the invention.
- 1.5 The Assignors irrevocably and unconditionally waives all his rights relating to the ARMA-001 to which the Assignors may now be entitled to under any legislation now existing or in future enacted in any part of the world.



- 1.6 The Assignors warrant that the Assignors have not conveyed to others, any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that the Assignors have good right to assign the same to Assignee without encumbrance; and that the Assignors are aware of no claim to the contrary.
- 1.7 The Assignors and their heirs, legal representatives, and assigns, as well as shall be obliged to do, upon Assignee's request and at Assignee's expense, but without additional consideration, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by the Assignors jointly or severally, and their heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in Assignor's control or in the control of Assignor's heirs, legal representatives, or assigns which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

2. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNORS

- 2.1 The Assignors unconditionally represents and warrants to the Assignee as follows:
- (a) The Assignors are the joint owner and the joint grantee of the ARMA-001 and all the inventions and discoveries in relation to it and has full power to enter into this Deed and assign all his worldwide rights, title and interest whatsoever to the Assignee in the manner set out in this Deed.
 - (b) The execution, delivery and performance by the Assignors of this Deed and the acts and transactions consummated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
 - (i) any statute, rule or regulation by which the Assignors are bound;
 - (ii) any statute, rule, regulation of the countries where the Patents have been granted;
 - (iii) the rights of any third party;



- (iv) any order, judgement or decree applicable to the Assignors; or
 - (v) any term, condition, covenant, undertaking, agreement, licence, permit or other instrument to which the Assignors are a party or by which they are bound.
- (c) No permissions of any nature whatsoever are required to be obtained by the Assignors from any party for the assignment of all his rights, title and interest in the invention to the Assignee in the manner set out in this Deed.
- (d) The Assignors have not granted and shall not grant any license, right or other permission whatsoever to any other person, firm, company or body corporate or otherwise to use or otherwise exploit the said invention.
- (e) There are no claims or demands of any kind or any actions, suits, proceedings, arbitration or investigations pending; or to the knowledge of the Assignors as on the date hereof; proposed to be instituted in any court or tribunal or before any governmental agency or instrumentality or arbitration panel or otherwise, in respect of the invention or any part thereof or affecting the invention or in any manner relating or pertaining thereto or against the Assignors which could affect the invention and the assignment thereof to the Assignee. There is no attachment, injunction, receiver, liquidator, assignee, acquisition, requisition, prohibitory order or other order upon or in respect of the invention or any part thereof.
- (f) This Deed constitutes a valid and binding obligation of the Assignors enforceable against the Assignors in accordance with its terms.
- 2.2 Each of the unconditional representations and warranties of the Assignors set out in this Deed are true and correct.
- 2.3 The warranties and undertaking given hereunder or pursuant hereto shall not in any respect be extinguished at any time hereafter for any reason whatsoever and the benefits thereof may be assigned in whole or in part by the Assignee.
- 2.4 The representations and warranties of the Assignors shall survive the execution of this Deed.

3. OBLIGATIONS AND COVENANTS OF THE ASSIGNORS

- 3.1 The Assignors undertake and agree to uphold the Assignee's sole right in the said ARMA-001 and its related inventions and further undertakes to defeat any challenges to the validity of, and resolve any questions concerning, the said invention. The Assignors further undertakes to do all that is necessary to vest such protection in the Assignee absolutely.



- 3.2 The Assignors undertake and agree to disclose and deliver without any charge to the Assignee full details of any improvements to the said ARMA-001 and its related inventions if discovered pursuant to the execution of this Deed.
- 3.3 The Assignors confirm that the Assignee has the sole right to use, alter, modify, change and improve upon whole or any part of the invention pursuant to the execution of this Deed.
- 3.4 The Assignors agree and confirm that the Assignors will at the expense of the Assignee, do all such further acts, deeds, documents and instruments and provide all consent required under any law worldwide from time to time necessary including but not limited to filing the appropriate application before the Controller of Patents or any other such relevant authority for grant/registration in order to ensure that the fact of assignment of the invention is duly brought on the record of the concerned Patent Office or Controller or any other relevant authority, in order to completely vest all the right, title and interest in and to the invention and the, unto the Assignee.
- 3.5 Until the registration of the Assignee as the holder of any of the applications, registrations, consents, approvals, filings and permissions in respect of the ARMA-001, the Assignors shall hold the same in trust for, and for the benefit of, the Assignee.

4. INDEMNITY

- 4.1 The Assignors shall indemnify the Assignee in respect of any losses on account of any breach of any representation, warranty or covenant on the part of the Assignors, set out in this Deed.
- 4.2 The indemnification rights of the Assignee under this Deed is independent of, and in addition to, such other rights and remedies as they may have at law worldwide or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

5. NO WAIVER OF RIGHTS

- 5.1 No failure or delay by any Party hereto in exercising any claim, power, right or privilege hereunder or the conducting of a due diligence shall operate as a waiver, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof or of any other power, right or privilege. Any remedy or right conferred on a Party hereto for breach of this Deed shall be in addition to and without prejudice to all other rights and remedies available to it.

6. STAMP DUTY AND OTHER COSTS

- 6.1 It is agreed by and between the Parties hereto that stamp duty and, registration fee if any, or any other charges payable under this assignment shall be borne and paid by the Assignee.



7. DISPUTE RESOLUTION

7.1 In the event that a dispute arises in connection with the interpretation or any alleged breach of any agreement, covenant, representation, warranty or obligation or indemnity contained in this Deed, such a dispute shall be referred to the arbitration of single arbitrator. If the parties cannot agree upon the arbitrator, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. All proceedings in any such arbitration shall be conducted in English. The arbitration shall take place in Mumbai in accordance with the Arbitration and Conciliation Act 1996, as amended or re-enacted from time to time.

7.2 Without prejudice to what is stated in Clause 7.1 above, Courts in Mumbai, will have exclusive jurisdiction in respect of all legal proceedings for interlocutory relief or which otherwise arise out of or relation to the arbitration proceedings referred to in Clause 7.1 above.

8. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

Signed and Delivered by
DR. GAUTAM VINOD DAFTARY

DR. KAUNDINYA JOHN

DR. CINEK TOMAS

In the presence of:

1. Aniket Hirpara
2. Anil Damle

Signed and Delivered by
on behalf of
BHARAT SERUMS AND VACCINES LIMITED

In the presence of:

1. Aniket Hirpara
2. Anil Damle

) *[Signature]*
) *[Signature]*
) *[Signature]*
) *[Signature]*
) *[Signature]*
) *[Signature]*
) *[Signature]*
) *[Signature]*