

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>Living Cell Products PTY Limited</td> <td>02/14/2012</td> </tr> <tr> <td>Diabcell PTY Limited</td> <td>02/14/2012</td> </tr> </tbody> </table>		Name	Execution Date	Living Cell Products PTY Limited	02/14/2012	Diabcell PTY Limited	02/14/2012								
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<table border="1"> <tr> <td>Name:</td> <td>Diatranz Otsuka Limited</td> </tr> <tr> <td>Street Address:</td> <td>19 Laureston Avenue</td> </tr> <tr> <td>City:</td> <td>Papatoetoe, Auckland</td> </tr> <tr> <td>State/Country:</td> <td>NEW ZEALAND</td> </tr> <tr> <td>Postal Code:</td> <td>2025</td> </tr> </table>		Name:	Diatranz Otsuka Limited	Street Address:	19 Laureston Avenue	City:	Papatoetoe, Auckland	State/Country:	NEW ZEALAND	Postal Code:	2025				
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PROPERTY NUMBERS Total: 6															
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CORRESPONDENCE DATA															
Fax Number:	(214)200-0853														
Phone:	713-547-2040														
Email:	ipdocketing@haynesboone.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:	Haynes and Boone, LLP														
Address Line 1:	2323 Victory Avenue, Suite 700														
Address Line 2:	IP Section														
Address Line 4:	Dallas, TEXAS 75219														

OP \$240.00 6090400

PATENT

ATTORNEY DOCKET NUMBER:	36697.7
NAME OF SUBMITTER:	Mark D. Moore, Ph.D.
<p>Total Attachments: 8</p> <p>source=36697_7_Assignment#page1.tif</p> <p>source=36697_7_Assignment#page2.tif</p> <p>source=36697_7_Assignment#page3.tif</p> <p>source=36697_7_Assignment#page4.tif</p> <p>source=36697_7_Assignment#page5.tif</p> <p>source=36697_7_Assignment#page6.tif</p> <p>source=36697_7_Assignment#page7.tif</p> <p>source=36697_7_Assignment#page8.tif</p>	

**LIVING CELL PRODUCTS PTY LIMITED AND
DIABCELL PTY LIMITED**

DIATRANZ OTSUKA LIMITED

**CONFIRMATORY DEED OF ASSIGNMENT
OF TRADEMARKS AND PATENTS**



PARTIES

LIVING CELL PRODUCTS PTY LIMITED and DIABCELL PTY LIMITED, both of Level 3, Suite 302, 70 Pitt Street, Sydney, NSW 2000, Australia. ("Assignor")

DIATRANZ OTSUKA LIMITED, a New Zealand company of 19 Laureston Avenue, Papatoetoe, Auckland 2025, New Zealand. ("Assignee")

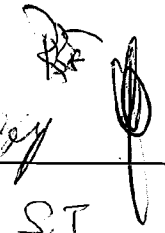
INTRODUCTION

- A. The Assignor is the registered proprietor of the trade marks and patents (including the registrations and applications for those trade marks and patents) set out in the *attached* Trademarks Schedule and Patents Schedule ("Trade Marks and Patents").
- B. By agreement dated 1 November 2011 (the "Assignment Agreement") the Assignor assigned to the Assignee all of the Assignor's rights, title and interest in and to the Trade Marks and Patents.
- C. The Assignor has agreed to confirm such assignment under the Assignment Agreement, subject to the terms and conditions of this deed.

COVENANTS

1. ASSIGNMENT

- 1.1 **Confirmation and assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor:
 - (a) hereby confirms the assignment by the Assignor to the Assignee of all of the Assignor's rights, title and interest in and to the Trade Marks and Patents under the Assignment Agreement; and
 - (b) to the extent that the Assignor has any rights, title and interest in or to the Trade Marks and Patents, hereby assigns to the Assignee absolutely all such rights, title and interest in and to the Trade Marks and Patents.
- 1.2 **Definition:** For the purposes of paragraph A above and also clause 1.1 above, the "Trade Marks and Patents includes:
 - (a) any and all copyright and all rights in the nature of copyright, relating to the Trade Marks and Patents in all forms of stylisation in which they have been used; and
 - (b) the goodwill symbolised by and associated with the Trade Marks, including the whole of the goodwill arising from the use of the Trade Marks.


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- 1.3 **Rights of action:** The assignments effected or confirmed by clause 1.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Marks and Patents including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

2. GENERAL

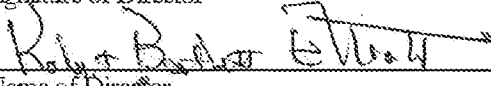
- 2.1 **Further assurances:** The Assignor agrees to do all things and execute any further documents that may be required to give effect to the assignment and confirmation in this deed.
- 2.2 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 2.3 **Facsimile counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile copies) all of which, when taken together, will constitute one and the same instrument.
 - (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- 2.4 **Governing law:** This deed will be governed by the laws of New Zealand. The parties hereby submit to the non-exclusive jurisdiction of the Courts of New Zealand.

SIGNED AS A DEED


SIGNED on behalf of **LIVING CELL
PRODUCTS PTY LIMITED** by:



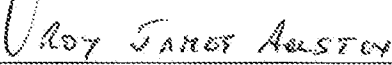
Signature of Director




Name of Director



Signature of Director

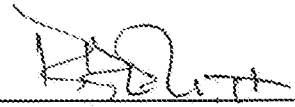


Name of Director

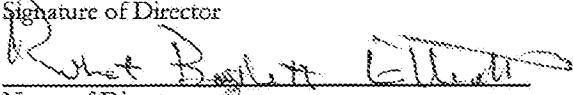


Date


SIGNED on behalf of **DIABCELL PTY
LIMITED** by:



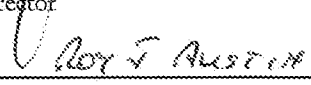
Signature of Director



Name of Director



Signature of Director

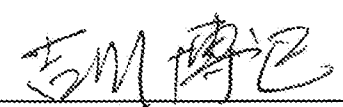


Name of Director

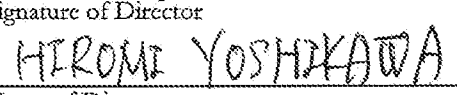
14 Feb. 2012

Date

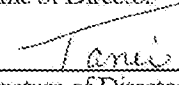
SIGNED on behalf of **DIATRANZ
OTSUKA LIMITED** by:



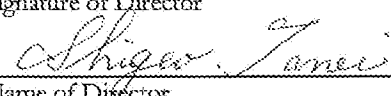
Signature of Director



Name of Director



Signature of Director



Name of Director

14 Feb. 2012

Date

TRADEMARKS SCHEDULE

1. Trademarks:

DIABECCELL

Diabecell

DIA-B-CELL

DIABECCELL (in Chinese Characters)

DIABECCELL (in Cyrillic)

DIATRANZ

2. Trademark Applications and Registrations:

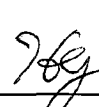



Country	Number
Argentina	2,945,208
Australia	838881
Australia	1341381
China	7690386
China	8843925
European Community	1705904
European Community	8828154
Japan	4440948
Mexico	1035134
New Zealand	316359
New Zealand	605168
New Zealand	818464
Russia	400162
Russia	400163
United Kingdom	2236062
United States of America	2932183
United States of America	3939658

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PATENTS SCHEDULE

Patent Applications and Registrations:

Country	Number
Australia	81864/98
Australia	780366
Australia	2002211122
Australia	2003238760
Australia	2002334485
Australia	2006234774
Brazil	PI0607504.5
Canada	2529573
Canada	2603580
China	03826689.X
China	200680012602 .2
Europe	1248640
Europe	01979134.2
Europe	03733673.2
Europe	02799523.2
Europe	06733163.7
Hong Kong	05100418.9
Hong Kong	06108152.1
India	5160/CHEN P/2007
Mexico	MX/a/2007/ 012625
New Zealand	250834/2602 32
New Zealand	272382
New Zealand	502474/5028 26/504521/5 02473/50452 0/502475/50 24522/50247 6/504523/50

Country	Number
	6287/506337 /507961
New Zealand	520443
New Zealand	507616/5079 63
New Zealand	525272
New Zealand	519540
New Zealand	531956
New Zealand	539491
Patent Cooperation Treaty	PCT/NZ01/0 0006
Patent Cooperation Treaty	PCT/NZ01/0 0228
Patent Cooperation Treaty	PCT/NZ03/0 0130
Patent Cooperation Treaty	PCT/NZ02/0 0197
Patent Cooperation Treaty	PCT/NZ06/0 00074
Russia	2007142178
Singapore	90606
Singapore	117874
Singapore	103616
Singapore	136499
South Africa	2005/10451
South Africa	2007/08750
South Korea	7024713/200 7
United States of America	US 6,090,400
United States of America	US 6,146,653
United States of America	7,122,177
United States of America	7,323,323

Country	Number
United States of America	11/932,538
United States of America	10/398,744
United States of America	11/775,797
United States of America	10/562,246
United States of America	10/490,717
United States of America	11/911,653



