

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Material Transfer Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Zhongshan Ophthalmic Center, Sun Yat-sen University	12/02/2010
RECEIVING PARTY DATA	
Name:	Stealth Peptides International (Cayman Islands), Inc.
Street Address:	2nd Floor, Le Prince de Galles
Internal Address:	3-5 Avenue des Citronniers
City:	MC
State/Country:	MONACO
Postal Code:	98000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12861593
CORRESPONDENCE DATA	
Fax Number:	(608)258-4258
Phone:	608-257-5035
Email:	ptomailmadison@foley.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:	Stephanie H. Vavra
Address Line 1:	Foley & Lardner LLP
Address Line 2:	P.O. Box 1497
Address Line 4:	Madison, WISCONSIN 53701-1494
ATTORNEY DOCKET NUMBER:	091151-0205
NAME OF SUBMITTER:	Stephanie H. Vavra
Total Attachments: 12 source=Material_Transfer_Agreement#page1.tif	

OP \$40.00 12861593

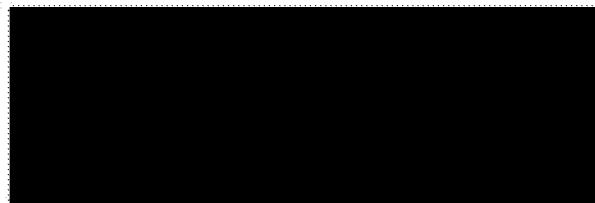
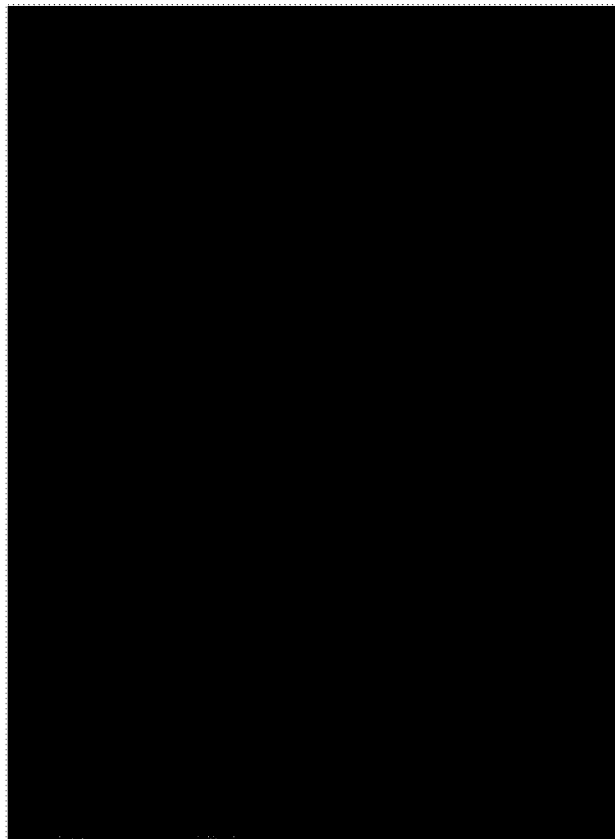
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MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT (this "Agreement") is effective as of the execution date of the last signatory to this Agreement (the "Effective Date"), and entered into between Zhongshan Ophthalmic Center, Sun Yat-sen University ("RECIPIENT"), an institution with an address at Room 910, Building #3, 54 South Xianlie Road Guangzhou, China, 510060, and STEALTH PEPTIDES INTERNATIONAL (Cayman Islands), INC. (the "SPI CI") and STEALTH PEPTIDES INTERNATIONAL (Shanghai), INC. (the "SPI SH"), with addresses at 2nd Floor, Le Prince de Galles, 3-5 Avenue des Citronniers, MC 98000, Monaco and Building #6, Suite 223, 898 Haili Road, Zhangjiang Hi-Tech Park, Shanghai, China, 201203, respectively (collectively, "SPI"). RECIPIENT and SPI are collectively referred to hereinafter as "The Parties". The Parties agree as follows:

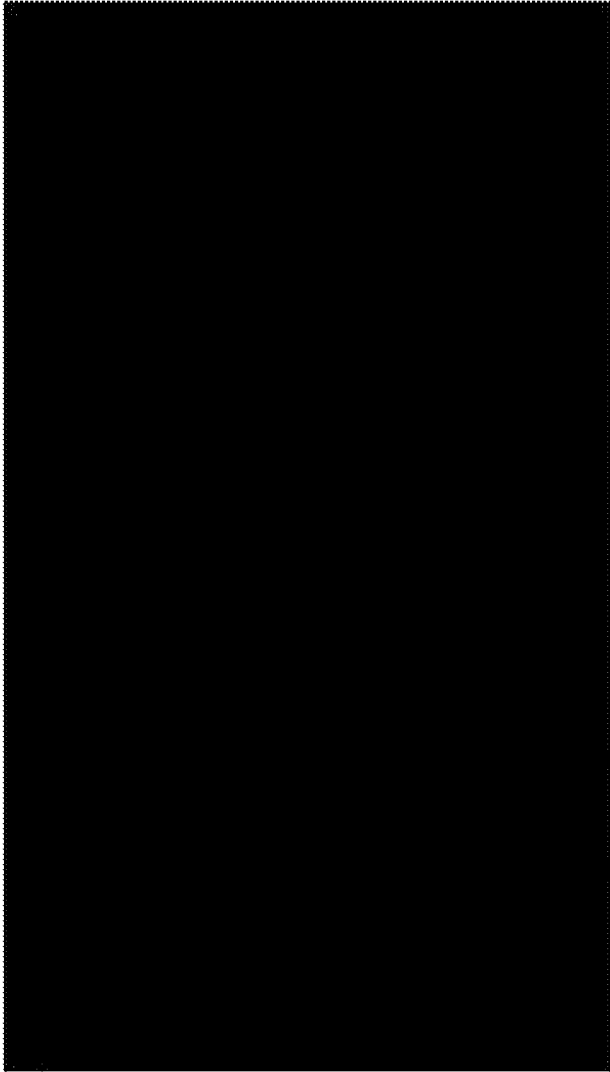

1. SPI shall provide RECIPIENT with a mutually agreed upon amount of a peptide (the "Peptide") for the purpose as detailed in Schedule A (the "Evaluation").

2. RECIPIENT shall have the right to test and use the Peptide for the Evaluation. RECIPIENT acknowledges that the Peptide is proprietary to SPI and therefore, unless otherwise agreed in writing by the parties, RECIPIENT will use the Peptide only for purposes of the Evaluation. For purposes of this Agreement, the term "Evaluation" shall not be deemed to include the evaluation by RECIPIENT of Peptide provided to RECIPIENT by third-parties other than SPI. RECIPIENT shall use commercially reasonable efforts to protect the Peptide against theft, damage, loss, misuse and/or unauthorized access. RECIPIENT hereby acknowledges that the Peptide delivered pursuant to this Agreement (a) are experimental in nature and may have hazardous properties, (b) are supplied solely for use in animals and/or *in vitro* testing and (c) are not to be used therapeutically for *in vivo* testing in humans.



3. RECIPIENT agrees to promptly assign and does hereby assign to SPI CI all of his/her or its right, title and interest in and to all Inventions (the "Assignment"). RECIPIENT further agrees to execute and to cause its employees to execute any and all further instruments, forms of assignment or other documents, and take such further actions, as SPI CI may reasonably request, in order

to transfer all of RECIPIENT'S rights in Inventions to SPI
CI. SPI CI shall have the exclusive right to prepare, file
and prosecute patent applications on all Inventions, and the
exclusive right to maintain and enforce all patents issuing
therefrom. RECIPIENT shall, and shall cause its
employees to, without consideration, execute such
documents and perform such acts as may reasonably be
necessary for SPI CI to exercise the foregoing rights.



[REDACTED]

11. This Agreement represents the entire agreement between the parties regarding the transfer and use of the Peptide and shall supersede all previous communications, representations, understandings and agreements, whether oral or written, by or between the parties with respect to the subject matter hereof. RECIPIENT hereby represents that the acceptance of the Peptide in accordance with, and the performance of all the terms of, this Agreement do not and will not breach or conflict with any other agreement or arrangement to which RECIPIENT is a party, including the terms under which any research to be conducted using the Peptide is funded. RECIPIENT represents that it is not subject to any agreement or commitment that conflicts with, or is inconsistent with, this Agreement. RECIPIENT will not hereafter grant to any person or entity any rights inconsistent with the terms of this Agreement.

12. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties.

13. This Agreement shall come into effect on the Effective Date and shall continue in effect until two (2) years after the Effective Date or any earlier termination of this Agreement by either party upon thirty (30) days prior written notice to the other party. Upon any breach of this Agreement by RECIPIENT, SPI shall have the right to terminate this Agreement immediately upon written notice to RECIPIENT, as well as seek equitable remedies against RECIPIENT, including but not limited to injunctions and any other restrictions against RECIPIENT violating any obligations contained in this Agreement. Following termination for any reason, neither party shall have any further obligations under this Agreement, except that the terms of sections 3, 5, 6, 7 through 11 and 13 will survive any expiration or termination of this Agreement.

[COLUMN INTENTIONALLY LEFT BLANK]

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

RECIPIENT

SPI CI

By: Yan Luo 2010.4.6
Yan LUO

By: _____

Title: Study Director

Title: Director

SPI SH

By: Joe Zhou 2010.4.1
Quan (Joe) ZHOU

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

RECIPIENT

SPI CI

By:

Yan Luo 2010.4.6

Yan LUO

Title: Study Director

By:

Lars Sorensen

Lars Sorensen

Title: Director

SPI SH

By:

Quan (Jin) ZHOU 2010.4.1

Quan (Jin) ZHOU

SCHEDULE A

STUDY PROGRAM ("EVALUATION")

TITLE:

1.

2.

3.

5

[REDACTED]

[REDACTED]

4.

[REDACTED]

[REDACTED]

3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.

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[REDACTED]

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7.

[REDACTED]

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8.

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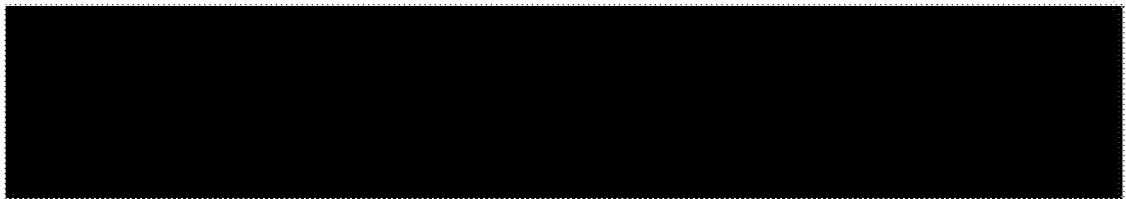
[REDACTED]

9.

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.

[REDACTED]

[REDACTED]

[REDACTED]

