

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CoDa Therapeutics (NZ) Limited	04/15/2006
RECEIVING PARTY DATA	
Name:	CoDa Therapeutics, Inc.
Street Address:	10505 Sorrento Valley Road, Suite 395
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11510280
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	750 B. Street, Suite 2900
Address Line 4:	San Deigo, CALIFORNIA 92101
ATTORNEY DOCKET NUMBER:	E3697-00058
NAME OF SUBMITTER:	Vicki G. Norton
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ASSIGNMENT

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This Assignment is entered into as of April 15, 2006 (the "Effective Date"), by and between CoDaTherapeutics (NZ) Limited, a New Zealand corporation having a principal place of business at 3/4 Crescent Road, Epsom, Auckland, New Zealand ("CoDa NZ"), and CoDa Therapeutics, Inc. ("CoDa US"), a Delaware corporation having a principal place of business at 101 West Broadway, Suite 900, San Diego, CA 92101 ("CoDa US"). CoDa NZ and CoDa US may each be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, CoDa NZ

REDACTED

is the sole and exclusive owner of the Nexagon Technology and the Nexagon Intellectual Property (as defined herein);

REDACTED

WHEREAS, CoDa US desires to obtain from CoDa NZ, and CoDa NZ desires to grant to CoDa US, an assignment of all rights to the Nexagon Technology and the Nexagon Intellectual Property;

REDACTED

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following respective meanings:

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REDACTED

Nexagon Improvements. "Nexagon Improvements" shall mean (1) any technical advance relating to the Nexagon Intellectual Property or the Nexagon Technology, whether patentable or not, that is not reflected in the detailed description portion of a patent or patent application within the Nexagon Intellectual Property; (2) any invention the use of which would fall within the scope of one or more claims of a patent or patent application within the Nexagon Intellectual Property; and (3) any change in a product or potential product within the Nexagon Technology, or a method of manufacture or use thereof, which makes the product or potential

product more efficient or adaptable or enables the product or potential product to be manufactured more cheaply or more efficiently.

Nexagon Intellectual Property. "Nexagon Intellectual Property" shall mean all Nexagon Patents, Nexagon Improvements,

REDACTED

Nexagon Patents. "Nexagon Patents" shall mean all inventions, patent applications and patents relating to the Nexagon Technology that are owned or Controlled by CoDa NZ as of the Closing Date. The Patents as of the Effective Date are listed on Exhibit A. Patents shall include, (a) all patents that issue from the patent applications listed on Exhibit A, (b) all patent applications and patents based on Nexagon Improvements, and (c) any and all continuations, continuations-in-part, divisions, renewals, revivals, revalidations, substitutes, re-issues, extensions and re-examinations, and all U.S. and foreign counterpart applications and patents of any of the foregoing items.

REDACTED

Nexagon Technology. "Nexagon Technology" shall mean all wound healing and tissue repair technologies owned or Controlled by CoDa NZ as of the Closing Date, including but not limited to compounds, compositions, doses, formulations and methods relating to the regulation of connexin expression. Compounds, compositions, doses, formulations and methods relating to regulation of connexin expression include, but are not limited to, compounds, compositions, doses, formulations and methods for the regulation of connexin 43 expression, the regulation of connexons (hemichannels) and connexon formation, and the regulation of gap junctions and gap junction formation. Nexagon Technology shall also include CoDa NZ's rights pursuant to any agreements with the University of Auckland and/or University College London relating to future Nexagon Technology.

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III. ASSIGNMENT:

A. Assignment to CoDa US. Subject solely to the satisfaction of the Condition Precedent, CoDa NZ hereby permanently and irrevocably assigns, sells, and transfers to CoDa US, its successors and assigns, all right, title and interest in and to the Nexagon Technology and the Nexagon Intellectual Property, including all rights of action and damages for past infringement. It is understood and agreed that CoDa NZ retains no rights to the Nexagon Technology or the Nexagon Intellectual Property.

REDACTED

IV. CONSIDERATION

A. Nexagon Royalty. CoDa US shall pay a royalty to CoDa NZ

B. Cash Payment.

REDACTED

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REDACTED

VL NEXAGON INTELLECTUAL PROPERTY

A. Filing, Prosecution and Maintenance.

Patent Prosecution and Maintenance. From and after the Closing Date, the provisions of this Article VI shall control the preparation, filing, prosecution and maintenance of all patent applications and patents included within the Nexagon Intellectual Property. CoDa US shall direct and control (i) the preparation, filing and prosecution of the United States and foreign patent applications within the Nexagon Intellectual Property (including any interferences and foreign oppositions) and (ii) maintain the patents issuing therefrom.

REDACTED

B. Enforcement of Patents. From and after the Closing Date, CoDa US shall have sole responsibility with regard to the abatement of any infringement of any patent within the Nexagon Intellectual Property, and to take steps and/or to institute, prosecute and control at its own expense any action or proceeding with respect to any infringement of such patent by a Third Party.

REDACTED

C. Infringement Defense. From and after the Closing Date, CoDa US shall have the sole right and obligation to defend and control any suit against any of CoDa US, CoDa US's Affiliates or licensees, alleging infringement of any patent or other intellectual property right of a Third Party and arising out of the manufacture, use, sale, offer to sell or importation of a Product after the Closing Date.

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E. Additional Representations, Warranties and Covenants of CoDa NZ. CoDa NZ hereby represents, warrants and covenants to CoDa US as follows:

1. As of the Effective Date, all patents and patent applications within the Nexagon Intellectual Property are listed on Exhibit A attached hereto;

REDACTED

3. CoDa NZ has not entered into any agreement, license, right or privilege, which agreement, license, right or privilege limits or conflicts with in any way the rights assigned hereunder or otherwise with the terms or conditions of this Agreement;
4. CoDa NZ is the sole and exclusive owner of all right, title and interest in and to the Nexagon Intellectual Property, free and clear of any liens or other encumbrances;

REDACTED

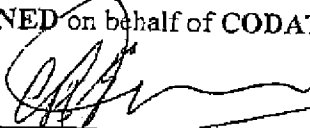
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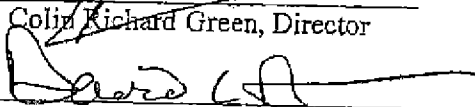
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IN WITNESS WHEREOF, duly authorized representatives of the Parties have
duly executed this Agreement to be effective as of the Effective Date.

SIGNED on behalf of CODATHERAPEUTICS (NZ) LIMITED:


By: Colin Richard Green, Director


By: David Laurence Becker, Director

SIGNED on behalf of CODA THERAPEUTICS, INC.:


By: Braden J. Dwyer

Print name
Director

EXHIBIT A

Nexagon Patents

PART I

International (PCT)

Application No.	Application Date	Title
PCT/GB00/00238 (WO 00/44409)	January 27, 2000	Formulations comprising antisense nucleotides to connexins

New Zealand

Application No.	Application Date	Title
333928	January 27, 1999	Formulations comprising antisense nucleotides to connexins
500190	October 7, 1999	Formulations comprising antisense nucleotides to connexins
513154	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Australia

Application No.	Application Date	Title
21193/00; (AU 776512)	January 27, 2000	Formulations comprising antisense nucleotides to connexins

USA

Application No.	Application Date	Title
09/890,363	January 27, 2001	Formulations comprising antisense nucleotides to connexins

Canada

Application No.	Application Date	Title
2361251	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Europe

Application No.	Application Date	Title
00901236; (EP1146908)	January 27, 2000	Formulations comprising antisense nucleotides to connexins
05016736.0; (EP1621212)	January 27, 2000 (Divisional)	Formulations comprising antisense nucleotides to connexins

Japan

Application No.	Application Date	Title
00/595,711	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Switzerland

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Belgium

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Austria

Application No.	Application Date	Title
(AT00901236); AT300959	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Cyprus

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Denmark

Application No.	Application Date	Title
DK00901236; (DK1146908)	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Finland

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Great Britain

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

France

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Portugal

Application No.	Application Date	Title
PT1146908	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Netherlands

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Monaco

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Luxemburg

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Italy

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Ireland

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Sweden

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Spain

Application No.	Application Date	Title
ES00901236; (ES2245638)	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Greece

Application No.	Application Date	Title
00901236	January 27, 2000	Formulations comprising antisense nucleotides to connexins

Germany

Application No.	Application Date	Title
DE600021700; (DE60021700)	January 27, 2000	Formulations comprising antisense nucleotides to connexins

PART II

International (PCT)

Application No.	Application Date	Title
PCT/IB04/40683; (WO2005053600)	December 3, 2004	Antisense compounds targeted connexins and methods of use thereof

New Zealand

Application No.	Application Date	Title
529936	December 3, 2003	Tissue engineering or remodeling

EXHIBIT B

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EXHIBIT C

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