

01-11-2001

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TO: The Commissioner of Patents and Trade

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Final document(s) or copy(ies).

Submission Type

New

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Correction of PTO Error
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Conveyance Type

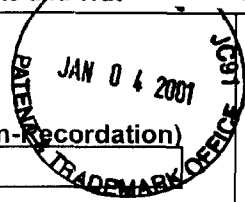
Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Month Day Year

Merger

Change of Name

Other



Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002210 FRAME: 0316

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75622013"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1968037"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75774612"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2088461"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2106828"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thomas W. Brooke
Name of Person Signing


Signature

1/4/01
Date Signed

TRADE MARK ASSIGNMENT AGREEMENT entered into at the City of Quebec, in the Province of Quebec, on this 21st day of January 2000.

BY AND BETWEEN:

LES LABORATOIRES AETERNA INC., a corporation legally constituted, having its head office at 1405, Parc Technologique Boulevard, Quebec, Province of Quebec, G1P 4P5, herein represented by Luc Dupont and Claude Vadboncoeur, duly authorized as they so declare;

AND:

ATRIUM BIOTECHNOLOGIES INC., a corporation legally constituted, having its head office at 1405, Parc Technologique Boulevard, Quebec, Province of Quebec, G1P 4P5, herein represented by Richard Bordeleau and Claude Vadboncoeur, duly authorized as they so declare;

WHEREAS Les Laboratoires Aeterna Inc. is the owner of the trade mark applications and trade marks set forth in Schedule "A" (the "Trade marks") together with all the goodwill associated therewith;

WHEREAS Les Laboratoires Aeterna Inc. desires to sell, assign and transfer all its right, title and interest in and to the Trade marks for the countries mentioned in Schedule "A" to Atrium Biotechnologies Inc.;

WHEREAS Atrium Biotechnologies Inc. is desirous of acquiring the whole of the right and interest of Les Laboratoires Aeterna inc. in and to the Trade marks together with all the goodwill associated therewith;

NOW THEREFORE, these presents witness that, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto covenant and agree together as follows:

1.0 Assignment - For good and valuable consideration, the receipt whereof is hereby acknowledged, Les Laboratoires Aeterna Inc., does hereby sell, assign and transfer unto Atrium Biotechnologies Inc. all its right, title and interest in and to the Trade marks with all the goodwill associated therewith, the Trade marks and registrations to be held and enjoyed by Atrium Biotechnologies Inc., its successors and assigns, as fully and entirely as the Trade marks could have been held and enjoyed by Les Laboratoires Aeterna Inc. if the said sale, assignment and transfer had not been made.

2.0 Execution - Les Laboratoires Aeterna inc. agrees to do such acts, including executing such documents, as are reasonably required by Atrium Biotechnologies

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inc. to vest full title in Atrium Biotechnologies inc. to the Trade marks together with all goodwill associated therewith.

3.0 Notices - Any notice required to be given by the terms of this agreement may be given by personal service to either party or by prepaid registered mail in an envelope addressed as follows:

TO: LES LABORATOIRES AETERNA INC.
1405, Parc Technologique Boulevard
Quebec (Quebec)
Canada, G1P 4P5

Attention of the President

TO: ATRIUM BIOTECHNOLOGIES INC.
1405, Parc Technologique Boulevard
Quebec (Quebec)
Canada, G1P 4P5

Attention of the President

Any notice so addressed and delivered as foresaid shall be deemed to have been received on the 3rd business day following its delivery.

4.0 Successors - This agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto respectively;

5.0 Governing Law - This agreement shall be governed by the laws of the Province of Quebec, Canada.

AND THE PARTIES HERETO have executed this agreement on the date first hereinabove written.

LES LABORATOIRES AETERNA INC.

By: 


Luc Dupont

By: 

Claude Vadboncoeur

ATRIUM BIOTECHNOLOGIES INC.

By: 
Richard Bordelean

By: 
Claude Vadboncoeur

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SCHEDULE «A»LIST OF TRADE MARKSUSA

<u>Trade marks</u>	<u>No. of registration or application</u>
Car T Cell	1968037
Natcell	2088461
PRE Complex	2106828
MDI Complex	Serial no. 75/622013
SEA Complex	Serial no. 75/774612

Europe

<u>Trade marks</u>	<u>No. of registration or application</u>
PRE Complex	Filed on July 12, 1996 #000479618
Car T Cell	Filed on September 26, 1996 #000351015
Natcell	Filed on September 25, 1996 #000341008

Korea

<u>Trade marks</u>	<u>No. of registration or application</u>
Natcell	359649
Car T Cell	349860
Natcell-T	340817
Car T Cell	315146
Car T Cell	316567

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Canada

<u>Trade marks</u>	<u>No. of registration or application</u>
Derm Yin	TMA 439737
Derm Yang	TMA 439736
Derm Cell	TMA 439757
Natcell	TMA 439683
Car T Cell	TMA 490309
Car T Age	Abandoned
PRE Complex	TMA 481,375
MDI Complex	TMA 519,746
SEA Complex	1 007 418

Hong Kong

<u>Trade marks</u>	<u>No. of registration or application</u>
Natcell	98 01958 Filed on February 18, 1998
Car T Cell	98 01957 Filed on February 18, 1998

China

<u>Trade marks</u>	<u>No. of registration or application</u>
Natcell	9800025622 Filed on March 24, 1998
Car T Cell	9800015623 Filed on March 24, 1998

Japan

<u>Trade marks</u>	<u>No. of registration or application</u>
Car T Cell	4343653

Taiwan

<u>Trade marks</u>	<u>No. of registration or application</u>
Natcell	Appl. no. 85061159 Reg. No. 790221
Natcell	Appl. No. 85061160 Reg. No. 788354

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