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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102347247

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Seventeen Thirty-One Design, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: 1731 Brandhaus, Inc.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 1731 Pine Street  
City: San Francisco State: CA Zip: 94109

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: California  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76/208,489  
 76/208,490, 76/297,869

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Donald L. Bartels, Esq.  
 Internal Address: \_\_\_\_\_  
 Street Address: Coudert Brothers, LLP  
 600 Beach Street, 3rd Floor  
 City: San Francisco State: CA Zip: 94109

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 13-0201

CHANGE FEE

DO NOT USE THIS SPACE

9. Signature.  
 Donald L. Bartels           January 28, 2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document 1

Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Docket No. CMCC-720pProvisional Multi-JointASSIGNMENT

WHEREAS, we, Louis M. Kunkel, Emanuela Gussoni, Yuko Soneoka, together with co-inventor Richard C. Mulligan, have invented a certain improvement in ISOLATION OF MUSCLE-DERIVED STEM CELLS AND USES THEREFOR described in a U.S. Provisional Patent Application, the specification of which:

is about to be filed in the United States Patent Office;

was filed on September 14, 1999 as Provisional Application No. 60/153,822.

WHEREAS, The Children's Medical Center Corporation (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 300 Longwood Avenue, Boston, Massachusetts 02115 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said Provisional application, together with our entire right, title and interest in and to said Provisional application and such Letters Patent as may issue on said invention; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of any nonprovisional applications including substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: \_\_\_\_\_  
Louis M. Kunkel, for Himself and As Agent  
for the Howard Hughes Medical Institute

Commonwealth  
of Massachusetts  
County of \_\_\_\_\_

Then personally appeared before me the above-named Louis M. Kunkel and acknowledged that he executed the foregoing instrument as his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
(print name)  
My Commission expires \_\_\_ / \_\_\_ / \_\_\_

(SEAL)

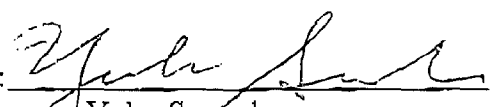
-3-

Inventor: Emanuela Gussoni

Commonwealth  
of Massachusetts  
County of \_\_\_\_\_

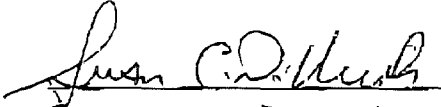
Then personally appeared before me the above-named Emanuela Gussoni and acknowledged that she executed the foregoing instrument as her free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

(SEAL) \_\_\_\_\_ Notary Public  
\_\_\_\_\_  
(print name)  
My Commission expires \_\_\_/\_\_\_/\_\_\_

Inventor:   
Yuko Soneoka

Commonwealth  
of Massachusetts  
County of Suffolk

Then personally appeared before me the above-named Yuko Soneoka and acknowledged that she executed the foregoing instrument as her free act and deed this 10th day of January, 2000.

(SEAL)  Notary Public  
Susan C. Dinicola (print name)  
My Commission expires \_\_\_/\_\_\_/\_\_\_  
SUSAN C. DINICOLA, Notary Public  
My Commission Expires Sept. 30, 2005

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