

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MATRITECH, INC.		01/22/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SDS CAPTIAL GROUP SPC, LTD.		
<b>Street Address:</b>	53 Forest Avenue, Suite 201		
<b>Internal Address:</b>	c/o SDS Management, LLC		
<b>City:</b>	Old Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06870		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1956141	NMP22	
Registration Number:	1963117	NMP22	
Registration Number:	2811238	BLADDERCHEK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6175701657		
<b>Email:</b>	rmorin@goodwinprocter.com		
<b>Correspondent Name:</b>	Goodwin Procter LLP, Attn: Patent Admin.		
<b>Address Line 1:</b>	Exchange Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	MTP TMS		
<b>NAME OF SUBMITTER:</b>	Randall D. Morin		

CH \$90.00 1956141

Signature:

/rmorin/

Date:

03/02/2007

**Total Attachments: 5**

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**NOTICE OF LICENSE GRANT**

January 22, 2007

WHEREAS, Matritech, Inc. ("Licensor"), a Delaware corporation having a principal place of business at 330 Nevada Street, Newton, MA 02460, is the owner of the patent rights listed in Schedule A attached hereto, is the licensee of the patent rights listed in Schedule B attached hereto (collectively, "Patent Rights") and is the owner of the trademark rights listed in Schedule C attached hereto ("Trademark Rights"); and

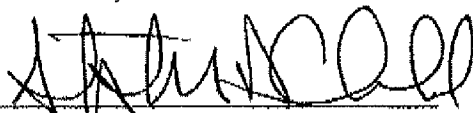
WHEREAS, Licensor has entered into an "Amended and Restated Contingent License Agreement" (the "Agreement") with SDS Capital Group SPC, Ltd., as collateral agent for the holders of certain notes (collectively, the "Licensee") on or about January 18, 2007.

NOW, THEREFORE, let it be known by those present that, in consideration of the mutual promises and covenants set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Agreement, Licensor has granted to Licensee, certain license rights under the Patent Rights and Trademark Rights as set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed on the dates first set forth above.

**LICENSOR**

MATRITECH, INC.

By:   
Name: \_\_\_\_\_  
Title: CEO

**LICENSEE**

SDS CAPITAL GROUP SPC, LTD.,  
as Collateral Agent

By: \_\_\_\_\_

**NOTICE OF LICENSE GRANT**

January 22, 2007

**WHEREAS**, Matritech, Inc. ("Licensor"), a Delaware corporation having a principal place of business at 330 Nevada Street, Newton, MA 02460, is the owner of the patent rights listed in Schedule A attached hereto, is the licensee of the patent rights listed in Schedule B attached hereto (collectively, "Patent Rights") and is the owner of the trademark rights listed in Schedule C attached hereto ("Trademark Rights"); and

**WHEREAS**, Licensor has entered into an "Amended and Restated Contingent License Agreement" (the "Agreement") with SDS Capital Group SPC, Ltd., as collateral agent for the holders of certain notes (collectively, the "Licensee") on or about January 17, 2007.

**NOW, THEREFORE**, let it be known by these presents that, in consideration of the mutual promises and covenants set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Agreement, Licensor has granted to Licensee, certain license rights under the Patent Rights and Trademark Rights as set forth in the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be duly executed on the date set forth above.


**LICENSOR**

MATRITECH, INC.

By: \_\_\_\_\_  
Name:  
Title:

**LICENSEE**

SDS CAPITAL GROUP SPC, LTD.,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Steve Derby  
Title: Director

**Schedule A**

**MATRITECH PATENT RIGHTS**

**A. U.S. Patent Rights**

U.S. Patent No. 5,989,826  
U.S. Patent No. 6,162,608  
U.S. Patent No. 6,410,247  
U.S. Patent No. 6,740,494  
U.S. Patent No. 5,965,376  
U.S. Patent No. 5,783,403  
U.S. Patent No. 5,882,876  
U.S. Patent No. 5,698,439  
U.S. Patent No. 5,686,562  
U.S. Patent No. 5,780,596

**B. Foreign Patent Rights**

Australian Patent No. 658,257  
Canadian Patent No. 2,122,473  
European Patent No. 642668 (validated in Austria, Belgium, France, Germany, Italy,  
Ireland, Luxembourg, the Netherlands, Spain, and the United Kingdom)  
Japanese Patent No. 3,190,042  
Australian Patent No. 681,855  
European Patent No. 0647270 (validated in Belgium, France, Germany, Italy, Spain, and the  
United Kingdom)

**Schedule B**

**MIT PATENT RIGHTS**

**Foreign Patent Rights**

Canadian Patent No. 1,341,466

**Schedule C**

**MATRITECH TRADEMARK RIGHTS**

**A. U.S. Trademark Rights**

NMP22® - US Trademark Registration No. 1,956,141

NMP22® - US Trademark Registration No. 1,963,117

BLADDERCHEK® - US Trademark Registration No. 2,811,238

**B. Foreign Trademark Rights**

NMP22® - EU Trademark Registration No. 66,399

UNMP® - JP Trademark Registration No. 3,332,669

BLADDERCHEK™ - EU Trademark Application No. 2,648,772

NMP22 BLADDERCHEK™ - EU Trademark Application No. 4,240,636