

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biotec Pharmacon ASA		12/01/2007	CORPORATION: NORWAY
RECEIVING PARTY DATA			
Name:	Seagarden AS		
Street Address:	Haraldsgata 170		
City:	Haugesund		
State/Country:	NORWAY		
Postal Code:	5525		
Entity Type:	CORPORATION: NORWAY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2712327	PEPTIGARD	
CORRESPONDENCE DATA			
Fax Number:	(312)427-6663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 427-1300		
Email:	CHIUSTM@LADAS.NET		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	224 South Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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TRADEMARK

NAME OF SUBMITTER:	/JOHN E. MCKIE/
Signature:	/JOHN E.MCKIE/
Date:	01/24/2008
Total Attachments: 4 source=SEAGARDEN ASA - ASSIGNMENT#page1.tif source=SEAGARDEN ASA - ASSIGNMENT#page2.tif source=SEAGARDEN ASA - ASSIGNMENT#page3.tif source=SEAGARDEN ASA - ASSIGNMENT#page4.tif	

ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 1st day of December, 2007 ("Effective Date"):

Biotec Pharmacon ASA (hereinafter defined as BIOTEC), org. no. 959 033 560, having its principal place of business at Arbins Gate 4, 0253 Oslo,

and

Seagarden AS (hereinafter defined as SEAGARDEN), org. no. 985 220 492, having its principal place of business at Haraldsgata 170, 5525, Haugesund,

agree as follows:

1. BIOTEC owns all right, title, and interest in and to the US Patent No. 6,376,650 (patent application No. 09/061,575) ("650-patent"), the invention disclosed and claimed therein, and all foreign patents and applications that rely on the 650-patent for priority as listed and specified in Attachment A ("the Patents"). Furthermore BIOTEC owns all rights, titles, and interests in and to the trademark "Peptigard" in Norway, Japan, USA and Europe (Community Trademark) as listed and specified in Attachment A ("the Trademarks"). Furthermore, BIOTEC owns all rights, titles, and interests to data arising from the animal trials with the active compound ("the Data").
2. SEAGARDEN desires to acquire and BIOTEC is willing to sell to SEAGARDEN all of BIOTEC's rights, titles, and interests in and to the Trademarks and Patents as defined in Attachment A and any inventions disclosed and claimed therein. Further SEAGARDEN desires to acquire and BIOTEC is willing to assign to SEAGARDEN the Data.
3. BIOTEC hereby transfers, grants, conveys, assigns, and relinquishes exclusively to SEAGARDEN all of BIOTEC's right, title, and interest in and to the Trademarks and Patents, the inventions claimed therein. Further BIOTEC hereby transfers, grants, conveys, assigns, and relinquishes exclusively to SEAGARDEN all of BIOTEC's Data.
4. On the Effective Date, SEAGARDEN shall pay to BIOTEC the sum of three hundred and seventy thousand Norwegian Crowns (NOK 370,000) by wire transfer, as specified by BIOTEC. Further, on the Effective Date, SEAGARDEN shall transfer to BIOTEC 6,572 (six thousand five hundred and seventy two) shares in the company SEAGARDEN reflecting a value of one million one hundred and fifty thousand Norwegian Crowns (NOK 1.150.000) at a stock price of 175,00 Norwegian Crowns/share.
5. BIOTEC shall on the Effective Date deliver to SEAGARDEN all available documents related to the Patents, Trademarks and Data, and, from time to time after the Effective Date upon the request of SEAGARDEN, execute further conveyance instruments and documents as may be necessary or desirable to evidence the transfer of ownership of all the Patents, Trademarks and Data to SEAGARDEN, or the

original ownership of all the Patents, Trademarks and Data on the part of BIOTEC, to the fullest extent possible. BIOTEC further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of SEAGARDEN in and to the Patents, Trademarks and Data, and to perform any other acts deemed reasonable necessary to carry out the intent of this Agreement at SEAGARDENS cost and expense.

6. BIOTEC and SEAGARDEN agree to share all costs related to the direct transfer of ownership to the Patents, Trademarks and Data from BIOTEC to SEAGARDEN, including in particular all registration costs and costs in relation to preparation of this Agreement, including costs for legal assistance, with 50% each. The sharing of costs related to the transfer of ownership from BIOTEC to SEAGARDEN shall not exceed a period of 6 months from the Effective Date. SEAGARDEN will be responsible for payment of all other costs than those related to the transfer of ownership from the Effective Date. For the avoidance of any doubt, SEAGARDEN hereby acknowledges that, from the Effective Date forward, SEAGARDEN is solely responsible for covering all expenses related to payments of annuities for the Patents and renewals for the Trademarks. After the 6 months cost sharing period in relation to direct transfer costs, SEAGARDEN will bear all further costs related to the Patents, Trademarks and Data. SEAGARDEN is responsible for handling the transfer of rights with the full support from BIOTEC.
7. For a period of 3 years from the Effective Date, BIOTEC shall not, either directly or indirectly, develop, produce, import, market, represent, distribute or otherwise deal in any manner with inventions or products competing with the Peptigard, without the prior written consent of SEAGARDEN.
8. In addition to the representations and warranties given by BIOTEC herein, BIOTEC acknowledges that, from the Effective Date forward, SEAGARDEN has succeeded to all of BIOTEC's right, title, and interest to the Patents, Trademarks or Data. From the Effective Date forward, SEAGARDEN will be solely responsible for all actions that SEAGARDEN, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, Trademarks or Data, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as SEAGARDEN, in its sole discretion, deems advisable.
9. BIOTEC represents and warrants that no consents of any other commercial parties are necessary under any agreements of BIOTEC concerning any of the Patents, Trademarks and Data in order for the transfer and assignment of any of the Patents, Trademarks and Data under this Agreement to be legally effective.
10. BIOTEC represents and warrants that upon consummation of this Agreement, SEAGARDEN shall have good and marketable title to the Patents, Trademarks and Data, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever. BIOTEC represents and warrants that, to the best of BIOTEC's knowledge at the Effective Date, BIOTEC is not aware of that any of the Patents, Trademarks or Data is infringing the rights of

any third party, and further that no third party is infringing any of the Patents, Trademarks or Data.

11. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
12. This Agreement shall be governed by and construed in accordance with the laws of Norway.
13. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the Patents, Trademarks and the Data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

BIOTEC PHARMACON ASA

By:

Title:

Date:

[Signature]
CON. VIKSMØEN
ADM. DIR

14/11/07

SEAGARDEN AS

By:

Title:

Date:

[Signature] (1902 Per.)

Spordetiv

20/10/07

Attachment A

LIST OF PATENTS, PATENT APPLICATIONS AND TRADEMARKS COVERED
BY THE AGREEMENT BETWEEN BIOTEC PHARMACON ASA AND
SEAGARDEN AS:

1. PATENTS AND PATENT APPLICATIONS:

Jurisdiction	Application Number	Patent Number
Peru		3288
Iceland	5027	
Thailand	049878	
Norway		320499
Chile	707/99	
Canada	2269396	
Chile	3459-2005	
U.S.A.		6,376,650
U.S.A.		6,747,001
U.S.A.		6,958,385
U.S.A.	10/848,665	
Japan	107311/1999	
Europe *		0951837

* Intended Filings In:

- United Kingdom
- Belgium
- Denmark
- France
- Germany
- Ireland
- Netherlands
- Portugal
- Spain

2. TRADEMARKS:

	Registration number
Europe (CTM)	876334
USA	2712327
Japan	4321142
Norway	196800