

07-24-2000

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Practitioner's Docket No. U011498

PATENT

101412341

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



Box Assignments  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

6-28-00

NOTE: "Documents and cover sheets to be recorded should be addressed to Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231, unless they are filed together with new applications or with a petition under § 3.81(b)." 37 C.F.R. § 3.27.

ASSIGNMENT (DOCUMENT) COVER SHEET (37 C.F.R. § 3.31)

NOTE: "A cover sheet may not refer to both patents and trademarks." 37 C.F.R. § 3.31(b).

Attached please find an assignment (document) for recordal.

CERTIFICATION UNDER 37 C.F.R. §§ 1.8(a) and 1.10\*

(When using Express Mail, the Express Mail label number is **mandatory**;  
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

MAILING

deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

37 C.F.R. § 1.8(a)

37 C.F.R. § 1.10\*

with sufficient postage as first class mail.

as "Express Mail Post Office to Addressee"  
Mailing Label No. \_\_\_\_\_ (mandatory)

TRANSMISSION

transmitted by facsimile to the Patent and Trademark Office.

Signature

Date: June 28, 2000

William R. Evans

(type or print name of person certifying)

**\*WARNING:** Each paper or fee filed by "Express Mail" **must** have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. § 1.10(b).  
"Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will **not** be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

(Assignment (Document) Cover Sheet—page 1 of 6) 16-6

07/21/2000 DNGUYEN 00000124 08952175

01 FC:581

40.00 OP

PATENT  
REEL: 010929 FRAME: 0594



**IDENTIFICATION OF APPLICATION(S) AND/OR PATENT(S)  
FOR ASSIGNMENT (DOCUMENT) RECORDAL**  
(37 C.F.R. § 3.21 and 37 C.F.R. § 3.31(a)(4))

NOTE: See 37 C.F.R. §3.21.

NOTE: § 3.21 does not apply to documents other than assignment. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

1. This assignment is for the following patent application and/or issued patent:

National application: SN: 08/952,175 filed on January 22, 1998  
Provisional application: filed on  
International application: PCT  
Patent No: Issued:

(complete if applicable) which was previously assigned and recorded

Date January 22, 1998 Reel 8980  
Frame 0701

NOTE: If an assignment of a patent application filed under § 1.53(b) is executed concurrently with, or subsequent to, the execution of the patent application, but before the patent application is filed, it must identify the patent application by its date of execution, name of each inventor, and title of the invention so that there can be no mistake as to the patent application intended. If an assignment of a provisional application under § 1.53(c) is executed before the provisional application is filed, it must identify the provisional application by name of each inventor and title of the invention so that there can be no mistake as to the provisional application intended. 37 C.F.R. § 3.21.

(also complete the following, if applicable)

[ ] and also for the applications and/or patents  
shown on the attached list of FURTHER  
APPLICATION(S) and/or PATENT(S) BEING ASSIGNED

Number of pages added \_\_\_\_\_

NOTE: "Where there is a listing of properties contained within a document, any listing may be copied and attached to the cover sheet to reduce the amount of typing necessary. A notation of this attachment can be made in lieu of entering every property identification number on the cover sheet." Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

**TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS  
AND TOTAL FEE**

NOTE: All requests to record documents must be accompanied by the appropriate fee; a fee is required for each application or patent against which the document is recorded as identified in the cover sheet. The recording fee is set in § 1.21(h). 37 C.F.R. §3.41.

2. A. The total number of applications and/or patents identified in this cover sheet is 1

B. The total fee is (37 C.F.R. § 1.21(h)):

1 x \$40.00 = \$ 40.00

Total number of applications  
and/or patents

- C. Payment of fee is made by:  
[x] the attached check for \$ 40.00 \_\_\_\_\_.  
[ ] Please charge Account \_\_\_\_\_  
the sum of \$ \_\_\_\_\_.  
A duplicate of this cover sheet is attached.

Please charge Account 12-0425 for any fee deficiency or credit to account any overpayment.

**NAME OF PARTY(IES) CONVEYING INTEREST**  
(37 C.F.R. § 3.31(a)(1))

*NOTE* "The term 'party' as used in this rule [§ 3.31] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the documents." Notice of June 24, 1992 (1140 O.G. 63-72, at 65); M.P.E.P. § 302.07, 6th ed.

3. The party(ies) conveying interest is (are):

Name 1: Cardiac CRC Nominees Pty Ltd.  
Name 2:  
Name 3:

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST**  
(37 C.F.R. § 3.31 (a)(2))

4. The rights are being conveyed to:

Name: Western Sydney Area Health Service  
Address: Westmead Hospital, Westmead  
New South Wales 2145, Australia

**DESCRIPTION OF INTEREST CONVEYED OR  
TRANSACTION RECORDED (37 C.F.R. § 3.31 (a)(3))**

5. The accompanying document intends to accomplish:

- [x] an assignment.  
[ ] a security agreement.  
[ ] a merger.  
[ ] a license.  
[ ] a change of name.  
[ ] a change of address.  
[ ] other:

**NAME AND ADDRESS OF PARTY TO WHOM  
CORRESPONDENCE SHOULD BE MAILED (37 C.F.R. § 3.31 (a)(5))**

6. Please address correspondence to:

Name: William R. Evans  
Address: 26 W. 61<sup>st</sup> Street  
New York, NY 10023  
Telephone No.: (212) 708-1930

**DATE ASSIGNMENT (DOCUMENT) EXECUTED  
(37 C.F.R. § 3.31(a)(7))**

7. A.  The attached assignment (document) was executed on October 5, 1999  
Date

**OR** *If there is more than one conveying party who executed on different dates, indicate the date of execution of the assignment document for each conveying party.*

B.  The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

The attached assignment was executed by \_\_\_\_\_  
Name  
on \_\_\_\_\_ .  
Date

## LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

*NOTE: "The Office will accept and record non-English language documents only if accompanied by an English translation signed by the individual making the translation." 37 C.F.R. § 3.26.*

8. The attached document:

- is in the English language.  
 is not in the English language and an English translation signed by the individual making the translation is attached.

### ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

*NOTE: See 37 C.F.R. § 3.24.*

9. Submitted herewith is:

- the original document.  
 a true copy of the original document, which I certify to be a true copy.

*NOTE: "If the original [assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 C.F.R. § 3.24] by providing a true copy of the original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.*

*NOTE: "Certification shall be made by the person submitting a copy of an original document that the document submitted is a true copy of the original. The certification is not required to be in an oath or declaration form." M.P.E.P., 6th ed., § 302.01.*

### ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF ADDRESS

*(check item, if applicable)*

10.  Because the purpose of the attached documents is to record a change of address of the assignee, the particulars of the previously recorded assignments for each application and/or patent are shown.

### ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF NAME

*(check item, if applicable)*

11.  Because the purpose of the attached documents is to record a change of name of the assignee, the particulars of the previously recorded assignments for each application and/or patent are shown.

**CHANGE OF PATENT MAINTENANCE FEE ADDRESS**

*(check item, if applicable)*

12. [ ] A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent to the Office separately.

**STATEMENT (37 C.F.R. § 3.31(a)(9)) AND  
SIGNATURE (37 C.F.R. § 3.31(a)(10))**

13. 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.

*NOTE: "The term 'party' as used in this rule [§ 3.31] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the document." Notice of June 24, 1992, 1140 O.G. 63-76, at 65; M.P.E.P. § 302.07 6th ed.*

Date: June 23, 2000

\_\_\_\_\_  
Name of party submitting document

**Signature of party submitting document**

*(complete the following, if the party submitting the document is applicant's attorney)*



**SIGNATURE OF PRACTITIONER**

William R. Evans

*(type or print name of practitioner)*

Ladas & Parry  
26 W. 61<sup>st</sup> Street

P.O. Address

New York, NY 10023

Reg. No.: 25,858

Tel. No.: (212) 708-1930

Customer No.:

**TOTAL NUMBER OF PAGES BEING SUBMITTED**

14. The total number of pages being submitted, **including cover sheet attachment(s), and documents** are:

9  
Total number of pages submitted

(Assignment (Document) Cover Sheet—page 6 of 6) **16-6**



# DEED OF ASSIGNMENT

between

**WESTERN SYDNEY AREA HEALTH SERVICE**

**AND**

**CARDIAC CRC NOMINEES PTY LTD**

**[ACN 062 280 737]**

✓

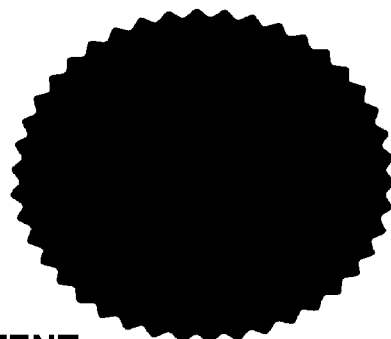


## NOTARIAL CERTIFICATE

I, Patricia Lorraine Kennedy, Public Notary of Sydney, Australia do hereby certify that the attached fourteen (14) pages comprise a true copy of the Assignment effective 5 October, 1999, between Cardiac CRC Nominees Pty Limited, ACN 062 280 737, and Western Sydney Area Health Service, with the original of which I have compared them.

Made this 27<sup>th</sup> Day of March, 2000  
at Sydney, Australia

.....  
Patricia Lorraine Kennedy  
PUBLIC NOTARY



**PATENT**  
**REEL: 010929 FRAME: 0601**



## DEED OF ASSIGNMENT

THIS DEED is made the FIFTH day of OCTOBER 1999

**BETWEEN:** Cardiac CRC Nominees Pty Limited (ACN 062 280 737) of Block 4, Level 3, Royal North Shore Hospital, St Leonards, New South Wales ("CRC");

**AND:** Western Sydney Area Health Service, Westmead Hospital, Westmead, NSW 2145. ("Westmead").

### RECITALS:

- A. Prior to the Expiration Date, Westmead was a member of the Cooperative Research Centre for Cardiac Technology (the "Centre") which was an unincorporated joint venture, established under the Cooperative Research Centres Scheme of the Australian Government and on the terms of the agreement made between the members of the Centre dated 11 June 1992 ("Centre Agreement").
- B. CRC has been established for the purpose of, among other things, holding Centre Intellectual Property (as defined in the Centre Agreement) on trust for members of the Centre.
- C. CRC has the authority to reassign the Intellectual Property which is the subject of this Agreement.
- D. CRC is the registered proprietor of the patents and the legal owner of the patent applications set out in Schedule 1 (the "Patents").
- E. CRC has agreed to assign the Patents to Westmead for the consideration set out in this Agreement.

### OPERATIVE PROVISIONS

1. In this Deed, the following definitions shall apply, except where the context otherwise requires:

"Benefits" means all amounts or other consideration paid to Westmead (or any other person on their behalf) from any third party as a consequence of or attributable to the

Exploitation of the Patents including payments, royalties, licence fees and damages or other consideration arising from infringement of the Patents, all such amounts to be calculated as if such amounts were paid on an arms-length, commercial basis;

**"Expiration Date"** means 30 June 1999;

**"Exploit"** means in relation to the Patents, the exercise of Intellectual Property and any other right subsisting in the Patents and **'Exploitation'** shall be similarly construed;

**"Intellectual Property"** means all intellectual and industrial property including:

- (a) any patent, trade mark, service mark, copyright, design, business name, trade secret, confidential information or related right, whether registered, unregistered, the subject of a pending application or otherwise; and
- (b) any licence or other right to use or to grant the use of any item of intellectual or industrial property or to be registered as proprietor of any of those rights,

wherever subsisting in the world;

**"Patent Costs"** means all costs arising after the date hereof associated with the prosecution to grant or the maintenance of the Patents.

2. In this Agreement, including the recitals, unless inconsistent with the context:

- (a) a reference to a word includes the singular and the plural of the word and vice versa;
- (b) a reference to a gender includes any gender;
- (c) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (d) a reference to a document includes a reference to that document as amended, notated, supplemented, varied or replaced;
- (e) a covenant, representation, warranty or an agreement between more than one person binds them jointly, severally and jointly and severally;

- (f) a provision of this Agreement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Agreement or a particular provision;
- (g) a reference to an asset includes all property of any nature including but not limited to a business, a right, a revenue and a benefit; a reference to liquidation includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme composition or arrangement of creditors, insolvency, bankruptcy or any similar procedure or if applicable changes in the constitution of a partnership or the death of a person; and
- (i) a reference to "\$", "A\$", "Australian dollars" or "dollars" is a reference to the lawful tender of the Commonwealth of Australia.
3. CRC hereby assigns to Westmead free from any third party loans, charges or encumbrances all its right, title and interest in the Patents together with:
- (a) all statutory and common law rights attaching to the Patents including the right to sue for damages and other remedies in respect of any infringement or misuse of such rights or other acts within the scope of the claims of any published specification of any of the Patents whether arising prior to, on or after the date of this Agreement; and
- (b) the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of the Patents including the right to claim priority under all applicable international conventions to the intent that the grant of any patents or any similar protection shall be in the name of and shall vest in Westmead.
4. CRC shall procure the passing of such resolutions, execute such documents and waivers and generally to do everything further required by Westmead effectively to comply with its obligations under this Assignment and to vest the beneficial and legal ownership of the Patents in Westmead. Westmead will meet CRC's reasonable costs and expence in this regard.

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5. CRC does not give any warranties in relation to the Patents and, without limitation, the CRC does not give any warranty that any of the Patents are valid or that the Patents do not infringe Intellectual Property not held by the CRC.
6. (a) The consideration payable by Westmead to the CRC for the assignment of rights under this Agreement is the sum of \$89,948, being the documented patent costs incurred by CRC and set out in Schedule 2.
- (b) Westmead shall pay the consideration specified in clause 6(a) in the following manner:
- (i) at Westmead's discretion; or
  - (ii) upon Westmead receiving the Benefits in accordance with schedule 3 and clause 7(b);
- whichever is the earlier.
7. (a) Westmead must at their principal place of business, keep true and accurate records of the Benefits and must also keep proper books of accounting relating to the monies from time to time payable to the CRC under this Deed until no further consideration is payable in accordance with clause 6.
- (b) Westmead must within thirty (30) days after the expiry of each six month period (ending on 30 June and 31 December), furnish to the CRC a statement in writing setting out the amount of Benefits received by Westmead for that six month period and must remit with each such statement the monies payable to the CRC in respect thereof, if any.
- (c) CRC may at its own expense at any reasonable time, either itself or by its agents, attorneys or accountants inspect, copy or make extracts from Westmead books and records relating to the monies payable and other obligations under this Deed and for the purpose of ensuring compliance with the terms of this Deed.
8. (a) Westmead shall, at Westmead's reasonable discretion, be responsible for obtaining and maintaining the Patents from the date hereof.
- (b) Westmead shall:
- (1) meet all Patent Costs as and when they fall due and payable; and

(2) indemnify the CRC against any Patent Costs.

9. Westmead shall indemnify the CRC against any claim incurred or suffered by, or brought, made or recovered against the CRC in connection with or as a consequence of the rights being assigned under this Deed including any claim relating to use or ownership of the Patents whether arising before, on or after date of this Deed. CRC warrants it is not aware of any such claim at this date.
10. Westmead shall not assign the Patents to any third party without including provisions within that assignment to ensure the residual liability, as a result of this Deed, with respect to the documented patent costs incurred by CRC as outlined in Schedule 2, is either transferred to the third party or remains with Westmead.
11. All amounts referred to in this Assignment are stated exclusive of value added tax (such as a goods and services tax) and all other taxes and duties payable in respect of the same. Each party required to make a payment under this Agreement shall pay to the other all such value added tax, duties and taxes as may be charged upon such payment other than tax payable on the profits of the party to whom the payment is made or is to be made. The party to whom any payment of value added tax is made under this Deed shall provide the party by whom the payment is made with any applicable tax invoice in respect of the payment.
12. This Assignment shall in all respects be governed by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the New South Wales Courts.
13. Where Westmead is more than one person, the obligations on the part of Westmead contained in this Deed take effect as joint and several obligations and references to Westmead take effect as references to those persons or any of them.

K

**EXECUTED AS A DEED**

The common seal of **CARDIAC  
CRC NOMINEES PTY LTD**  
was affixed in the presence of:



*Stephen N. Hunyor*

.....  
Professor Stephen N Hunyor  
Managing Director

*Shelley Martin*

.....  
Ms Shelley Martin  
Company Secretary

Signed for and on behalf of )  
**Western Sydney Area Health Service** )  
By: )

*[Signature]*  
.....  
CEO

.....  
Title: WSAHS CEO

in the presence of: )  
)  
)

*M. Stichter*  
.....  
W. S. A. H. S.

*M. Stichter*  
.....  
(Print name of Witness)

*Yc*

Signed for and on behalf of )  
Western Sydney Area Health Service )  
By: )

*Paul Eltham*  
Boards member

Board Member

Title:

in the presence of: )  
)  
)

*M. Stichter*  
WITNESS

M. Stichter

(Print name of Witness)

Signed for and on behalf of )  
Western Sydney Area Health Service )  
By: )

*Neman Daccan*  
Boards member

Board Member

Title:

in the presence of: )  
)  
)

*M. Stichter*  
WITNESS

M. Stichter

(Print name of Witness)

K

# SCHEDULE 1 - PATENT AND PATENT APPLICATIONS

## PATENT DETAILS

### Patent 1

Title: A Multipolar Transmural Probe

Country: Australia

Patent Number: No. 701125

Application Details: Australian Application No. 66070/96

Priority Details: 18 August 1995 – Australian Provisional Patent Application No. PN4874

Patent Issue Date: 6 May 1999

Patent Expiry Date: 2 August 2016

## PATENT APPLICATION DETAILS

### Patent Application 1

Title: A Multipolar Transmural Probe

Country: US National Phase

Patent Application Number: US No. 09/031861

Application Filing Date: 27 February 1998

Priority Details: 18 August 1995 – Australian Provisional Patent Application No. PN4874

Publication Details: N/A

### Patent Application 2

Title: A Multipolar Transmural Probe

Country: European National Phase- France, Germany, Italy and United Kingdom

Patent Application Number: European No. 96925601.5

Application Filing Date: 2 August 1996

Priority Details: 18 August 1995 – Australian Provisional Patent Application No. PN4874

Publication Details: N/A

### Patent Application 3

Title: An Intraoperative Endocardial and Epicardial Ablation Probe

Country: PCT Countries

Patent Application Number: PCT/AU98/00590

Application Filing Date: 24 July 1998

Priority Details: 24 July 1997 - Australian Provisional Patent Application No. PO8208.

Publication Details: N/A



**Patent Application 4**

Title: An Epicardial Electrode Array

Country: PCT Countries

Patent Application Number: PCT/AU98/00323

Application Filing Date: 5 May 1998

Priority Details: 5 May 1997 - Australian Provisional Patent Application No. PO6624.

Publication Details: N/A

**Patent Application 5**

Title: A System for Simultaneous Unipolar Multi-Electrode Ablation

Country: US National Phase

Patent Application Number: US No. 08/952175

Application Filing Date: 22 January 1998

Priority Details: 30 April 1996- Australian Provisional Patent Application No. PN9572.

Publication Details: N/A

**Patent Application 6**

Title: A System for Simultaneous Unipolar Multi-Electrode Ablation

Country: Australia National Phase

Patent Application Number: No. 23748/97

Application Filing Date: 19 November 1998

Priority Details: 30 April 1996- Australian Provisional Patent Application No. PN9572.

Publication Details: N/A

## SCHEDULE 2 - DOCUMENTED PATENT COSTS

**The Total Documented Patent Costs = \$89,948, details as follows:**

### Patent Title: A Multipolar Transmural Probe

<b>Date</b>	<b>Company Paid</b>	<b>Subject/Debit Note No.</b>	<b>Amount</b>
28-06-95	Spruson & Ferguson	Australian Provisional Application	\$ 2,000.00
15-08-96	Spruson & Ferguson	PCT Application- DN No.456009	\$ 8,756.00
26-09-96	Spruson & Ferguson	PCT Application- DN No.461201	\$ 402.00
08-02-97	Spruson & Ferguson	PCT Application- DN No.478505	\$ 1,195.00
06-03-97	Spruson & Ferguson	PCT Application- DN No.482264	\$ 137.00
03-04-97	Spruson & Ferguson	PCT Application- DN No.485788	\$ 150.00
23-04-98	Spruson & Ferguson	National Phase Australia	\$ 1,190.00
08-05-98	Spruson & Ferguson	Regional Phase Europe	\$ 9,737.74
29-05-98	Computer Patent Annuities	European Renewal	\$ 867.19
09-07-98	Spruson & Ferguson	Examination Request	\$ 755.00
23-10-98	Spruson & Ferguson	National Phase US	\$ 5,718.01
05-11-98	Spruson & Ferguson	Examiners Report	\$ 125.00
04-12-98	Spruson & Ferguson	US Application	\$ 338.52
05-02-99	Spruson & Ferguson	Australian Application Acceptance	\$ 235.00
05-02-99	Spruson & Ferguson	Notice of Entitlement	\$ 215.00
01-04-99	Computer Patent Annuities	European Renewal	\$ 982.23
07-05-99	Spruson & Ferguson	Search Report	\$ 565.05
15-06-99	Spruson & Ferguson	US Application	\$ 179.24
		<b>TOTAL</b>	<b>\$ 33,547.98</b>

**Patent Title: An Epicardial Electrode Array**

<b>Date</b>	<b>Company Paid</b>	<b>Subject/Debit Note No.</b>	<b>Amount</b>
07-05-97	Spruson & Ferguson	Provisional Application	\$ 2,000.00
07-05-98	Spruson & Ferguson	PCT Application - DN No. 538463	\$ 8,364.00
21-09-98	Spruson & Ferguson	Intl Search Report	\$ 595.00
04-12-98	Spruson & Ferguson	Examination Request	\$ 1,215.00
07-01-99	Spruson & Ferguson	Examination Opinion	\$ 160.00
05-03-99	Spruson & Ferguson	Examination Opinion	\$ 631.00
09-04-99	Spruson & Ferguson	Examination Report	\$ 125.00
		<b>TOTAL</b>	<b>\$ 13,090.00</b>

**Patent Title: An Intraoperative Endocardial and Epicardial Ablation Probe**

<b>Date</b>	<b>Company Paid</b>	<b>Subject/Debit Note No.</b>	<b>Amount</b>
18-12-98	Spruson & Ferguson	Examination Request	\$ 1,215.00
28-07-98	Spruson & Ferguson	PCT Application - DN No.549460	\$ 8,223.00
25-07-97	Spruson & Ferguson	Provisional Application	\$ 2,347.00
27-01-98	Spruson & Ferguson	PCT Application - DN No.564927	\$ 250.00
28-09-98	Spruson & Ferguson	PCT Application - DN No.557170	\$ 605.00
04-05-99	Spruson & Ferguson	PCT Application - DN No.583579	\$ 125.00
03-09-98	Spruson & Ferguson	Drawings	\$ 780.00
09-04-99	Spruson & Ferguson	Examination Report	\$ 125.00
17-02-99	Spruson & Ferguson	Examination Opinion	\$ 723.00
16-04-99	Spruson & Ferguson	Examination Opinion	\$ 125.00
31-10-98	Spruson & Ferguson	Novelty Search	\$ 4,731.60
		<b>TOTAL</b>	<b>\$ 19,249.60</b>

**Patent Title: A System for Simultaneous Unipolar Multi-Electrode Ablation**

<b>Date</b>	<b>Company Paid</b>	<b>Subject/Debit Note No.</b>	<b>Amount</b>
24-04-96	Spruson & Ferguson	Provisional Application	\$ 750.00
02-05-96	Spruson & Ferguson	Provisional Application	\$ 1,649.00
24-01-97	Spruson & Ferguson	Courier Charge	\$ 17.00
13-05-97	Spruson & Ferguson	PCT Application- DN No. 491227	\$ 9,646.00
11-11-97	Spruson & Ferguson	Examination Request - PCT	\$ 1,181.00
08-01-98	Spruson & Ferguson	National Phase US	\$ 5,445.03
25-01-98	Spruson & Ferguson	PCT Application- DN No. 525727	\$ 676.00
06-03-98	Spruson & Ferguson	PCT Application	\$ 120.00
19-06-98	Spruson & Ferguson	US Application	\$ 1,407.25
04-12-98	Spruson & Ferguson	National Phase Australia	\$ 1,281.00
16-04-99	Spruson & Ferguson	US Application	\$ 1,024.17
07-05-99	Spruson & Ferguson	Courier Charge	\$ 154.00
14-05-99	Spruson & Ferguson	Examination Report	\$ 710.00
		<b>TOTAL</b>	<b>\$ 24,060.45</b>

*R*

### **SCHEDULE 3 – REPAYMENT SCHEDULE**

The repayment of the documented patent costs outlined in Schedule 2 are to be repaid according to the following percentages of Benefits received:

<b>Benefits Received</b>	<b>% of Benefits received to be repaid</b>
\$0-50,000	15%
\$50,001-100,000	25%
\$100,001-150,000	35%
\$150,001-200,000	50%
>\$200,000	75%

For clarity some worked examples:

(1) Westmead receives \$45,000 in Benefits. The documented patent costs = \$89,948

Benefit received = \$45,000

Thus, Westmead must repay  $\$45,000 \times 15\% = \$6,750$  to CRC.

This leaves a residual liability of  $\$89,948 - \$6,750 = \$83,198$ .

(2) Westmead receives \$155,000 in Benefits. The documented patent costs = \$89,948

Benefit received = \$155,000

Thus, Westmead must repay  $\$155,000 \times 50\% = \$77,500$  to CRC.

This leaves a residual liability of  $\$89,948 - \$77,500 = \$12,448$ .

(3) Westmead receives \$250,000 in Benefits. The documented patent costs = \$89,948

Benefit received = \$250,000

Thus, Westmead must repay  $\$250,000 \times 75\% = \$187,500$  to CRC.

This exceeds \$89,948, so Westmead repays \$89,948 and has no more liability under this Agreement.