# 

IN THE UNIT

102289652

**EMARK OFFICE** 

In Re	the Appl	ication of:	Group Art Unit: 3763		
	BASK	E PTY LTD	Examiner:		
Serial	Serial No.: 10/089,398		) RECORDATION OF ) LICENCE AGREEMENT		
Filed:	July 15,	2002	<u> </u>	XEEWEIVI	
Atty. I	File No.:	1037BAS-1	) CERTIFICATE OF MAILING ) HEREBY CERTIFY THAT THIS CORRESPONDENCE IS		
For:	"SYRI	NGE DISPOSAL DEVICE"	BEING DEPOSITED WITH SERVICE AS FIRST CLA	THIS CORRESPONDENCE IS THE UNITED STATES POSTAL SS MAIL IN AN ENVELOPE SISTANT COMMISSIONER FOR	
BOX A	ASSIGN	MENTS		YSTAL DRIVE, ARLINGTON,	
		missioner for Patents	1/12/00	⊋	
Washi	ngton, D	O.C. 20231		·	
5				N ROSS P.C.	
Dear S	Sir:		BY: DM-da	Carento	
	Please	record the attached original docum	ents or copy thereof:	,	
	1.	Name of conveying party(ies):	med		
			me0	~ <u>~</u>	
		Baske Pty Ltd.		<b>1</b> 3 5	
		ACN 086 965 013			
		2/47 Liverpool Street	. 1		
		Rose Bay, NSW 2029 Aus	tralia	10E 1	
	2.	Name and address of receiving par	rty(ies):	OFFICE OF PUBLIC RECORDS  2002 NOV 12 AM II: 34  FINANCE SECTION	
		Charlson Pty. Ltd.		웃 및 용	
		ACN 009 225 307		Ö	
		30 Harold Road			
		Dianella, Western Australi	ia		
	3.	Nature of Conveyance:			
		[] Assignment	[] Merger	YOE	
		Security Agreement	[] Change of Name		
		[X] Other: Exclusive Patent L	icence Agreement		
		Execution Date: September			
^	4.	Patent number(s): 10/089,398			
11/21/2002 GTON11	<b>777777</b> 07	10089398			
01 FC:8021	VVVVVV7V	40.00 OP			

5.	Name and address of party to whom correspondence concerning documents should be mailed:			
		Joseph E. Kovarik Registration No. 33,005 Sheridan Ross P.C. 1560 Broadway, Suite 1200 Denver, Colorado 80202-5141		
6.	Total number of applications and patents involved:  1.			
7.	Total fee (37 CFR 3.41)\$40.00.			
	[X]	Enclosed		
	[X]	Any deficiency in payment of recording fee is authorized to be charged to Deposit Account.		
	[]	Authorized to be charged to deposit account.		
8.	Deposit account number: 19-1970.			
9.	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.			
	Total number of pages including cover sheet, attachments and document:			

Respectfully submitted,

SHERIDAN ROSS P.C.

By:

Joseph E. Kovarik Registration No. 33,005

1560 Broadway, Suite 1200

Denver, Colorado 80202-5141

(303) 863-9700

Date: 1//12/62

-3-

## BASKE PTY LTD ACN 086 965 013

and

## CHARLSON PTY LTD ACN 009 225 307

# EXCLUSIVE PATENT AND REGISTERED DESIGN LICENCE AGREEMENT

KPMG Legal
Level 31, Central Park
152 - 158 St George's Terrace
PERTH WA 6000
Tel: (08) 9263 7100
Fax: (08) 9263 7177

Reference: 29394:AS

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29394-O-PatentLicence2-as

#### BETWEEN

BASKE PTY LIMITED ACN 086 965 013 of includes successors in title and permitted assigns) (the Licensor which

CHARLSON PTY LTD ACN 009 225 307 of includes successors in title and permitted assigns)

(the Licensee which

#### RECITALS

- Α The Licensor is the owner of the Registered Designs and the applicant for registration of the Patents and the holder of Know How with respect to the manufacture and sale of Products, utilising the Patents and Registered Designs.
- The Licensee desires to have a licence to manufacture, market and sell the Products and to В grant sub-licences in respect thereof and has sought a licence to use the Licensor's Registered Designs, Patents and Know-How for that purpose.
- The Licensor has agreed to grant the licence sought on the following terms and conditions. D

#### **OPERATIVE PROVISIONS**

1 Definitions and Interpretation

ABN 66 012 570 679 WESTERN AUSIRAL IN STAMP DUTY 18/06/02 14:0 001778939-001 DUP 5 22222224 1 1 5 00

1.1 Definitions

In this Agreement, unless the context otherwise requires:

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Agreement means this agreement, including any Schedules and Annexures to this agreement;

Intellectual Property means the Patents, Registered Designs, Know How and all other intellectual property rights existing throughout the world owned by the Licensor or to which the Licensor is entitled in respect of the Products, their manufacture and testing and use including copyright and appearance designs rights in respect of inventions and confidential information;

Know How means all technical knowledge and information relating to the Products, their manufacture, use or testing, including, without limitation, all trade secrets contained in the Product Manufacturing Manual now possessed or developed or acquired by the Licensor or the Licensee prior to or during the term of this Agreement;

Licensee's Improvements means all technical information (including patentable inventions and Know-How insofar as they originate with the Licensee or are acquired by the Licensee before the Licensor knows them) relating to the manufacture use and sale of the Products developed or acquired by the Licensee during the term of this Agreement;

Licensor's Improvements means all technical information (including patentable inventions and Know-How insofar as they originate with or are acquired by the Licensor before the Licensee knows them) relating to the manufacture use and sale of the Products developed or acquired by the Licensor during the Term of the Agreement;

Patents and Registered Designs means all present and future patents, registered designs and applications therefore filed by Licensor (including but not limited to the Licensor's Improvements insofar as patent or registered design applications are made in respect thereto) in any jurisdiction in the Territory insofar as they relate to the Products, the equipment to manufacture the Products and the process pursuant to which the Products are made and assembled and includes the Patents, Registered Designs and applications listed in Schedule 2;

Product Manufacturing Manual means any manuals and drawings provided by the Licensor to the Licensee which sets out the standards and specifications for the manufacture of the Product and as updated from time to time;

Products means the products and component parts thereof as detailed in Schedule 1:

Quarter means the 3 months ending 31 March, 30 June, 30 September and 31 December;

Royalty means the amount set out in Schedule 1 as payable in respect of sales of the Products;

Term means the remaining period validity of the Patents and Registered Designs commencing on the date of this Agreement and includes any extension thereof;

Territory means world wide and includes all countries and jurisdictions of the world;

### 1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) references to paragraphs, clauses, recitals and schedules are references to paragraphs and clauses of, recitals and Schedules to, this Agreement;
- (c) headings are for convenience only and must be ignored in construing this Agreement; and
- (d) a reference in this Agreement to a statute or a section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to or incorporating any of its provisions.

#### 2 Grant

2.1 As consideration for the payment of the Royalty set out in clause 3 and the other covenants of the Licensee under this Agreement the Licensor hereby grants to the Licensee the following:

- (a) an exclusive licence and the sole right, to the exclusion of the Licensor for the Territory for the Term to:
  - (i) enjoy, commercialise and exploit the Intellectual Property and Licensors' Improvements; and
  - (ii) to manufacture, have manufactured, use, market and sell the Products; and
- (b) the right to grant sub-licences of any of the rights referred to in clause 2.1(a).
- 2.2 The Licensee shall use reasonable endeavours to sell the Products.

#### 3 Royalty

- In consideration of the licenses granted in clause 2 and subject to the provisions of Clause 4, the Licensee shall pay the Royalty to the Licensor.
- 3.2 (a) The Royalty shall be computed at the end of each Quarter.
  - (b) The Royalty shall be paid on the gross sales of Products sold by the Licensee or any sub-licensee during the Term and shall be calculated on the basis set out in Schedule I.
- 3.3 If this Agreement is terminated for any reason during a Quarter then, for the purpose of this clause, the date of termination shall be the end of that current Quarter.
- Subject to clauses 3.5, 3.6 and clause 4 below the Licensee shall pay the Royalty for each Quarter free of all taxes or charges within fourteen (14) days of the end of the Quarter.
- Each payment provided for in clause 3.1 shall be paid in Australian dollars and the rate of exchange shall be that prevailing on the last day of the relevant Quarter.
- 3.6 All income taxes levied in accordance with the tax laws in specific countries within the Territory on the Royalty payments to be made by the Licensee under this Agreement shall be borne by the Licensor provided that the Licensee does everything in its power to minimise the amount of any withholding. The Licensee shall pay such taxes to the competent taxation office on the Licensor's behalf, it being agreed and understood that the Licensor authorises the Licensee to withhold such taxes from Royalty payments. The Licensee shall furnish the Licensor with tax receipts or other certificates issued by the competent taxation office showing the payment of the income taxes.
- 3.7 The Licensee shall notify the Licensor with each Quarterly payment of the Royalty of the number and type and prices of Products sold during the Quarter and such notification shall, if required by the Licensor, be certified as correct by the auditor of the Licensee, or if the Licensee does not have an auditor, by a person approved by the Licensor for this purpose.
- 3.8 The Licensee shall maintain for a period of seven (7) years in a manner approved by the Licensor separate and accurate records and accounts of the sale of the Products and any other information reasonably required by the Licensor relevant to the Products sold. Such

separate and accurate records and accounts shall be in sufficient detail so that the Licensor need not refer to the other records and accounts of the Licensee.

The Licensee shall permit an accountant or auditor of the Licensor from time to time during ordinary business hours to inspect and verify all or any records required to be maintained by the Licensee under this clause and the Licensee shall give all assistance necessary to such accountant or auditor to carry out such inspection and verification and permit such accountant or auditor to take copies of any such records in any country around the world where such Product is being manufactured. If, on inspection, the Licensor's auditor or accountant discovers a 5% or more shortfall in what has been paid by Licensee to Licensor then Licensee shall bear the cost of the audit.

#### 4 Set-off against Royalties

- 4.1 The Licensor acknowledges that it is indebted to the Licensee in the sum of \$45,166.19 (the Licensor's Indebtedness).
- 4.2 The Licensee shall pay for all the ongoing fees and costs of maintaining, renewing and extending the Patents and Registered Designs including the registration thereof in any part of the Territory. All such costs shall be added to and form part of the Licensor's Indebtedness.
- 4.3 The Licensee shall be entitled to set-off and deduct from any Royalty payments due to the Licensor the amount of the Licensor's Indebtedness until such indebtedness has been fully extinguished.

#### 5 Secrecy Obligations

- 5.1 The Licensee shall:
  - (a) keep confidential all confidential Know How including information in unpublished Patents provided by the Licensor to the Licensee provided that the Licensee shall have the right to disclose such information to its employees and sub-Licensees and to representatives of potential sub-Licensees insofar as it is necessary for them to know the information for the use of the licenses granted herein; and
  - (b) not use any confidential Know How or information in unpublished Patents, except for the purposes of the licences granted herein and on the terms of this Agreement.
- 5.2 The Licensor shall keep confidential all matters relating to the Licensee's Improvements and any other information of a confidential nature supplied by the Licensee to the Licensor for the purposes of this Agreement.
- 5.3 Notwithstanding the provisions of clause 5.1 and 5.2, the Licensee and Licensor may disclose information if and to the extent that:
  - (a) such disclosure is forced by laws, regulations or orders;
  - (b) the information is generally available in the public domain except where that is a result of a disclosure in breach of this Agreement; and

- (c) a party can prove that it knew the information before it was disclosed to it by the other party.
- 5.4 A clause to the same effect as this clause shall be included in each sub-licence.

#### 6 Warranties

- 6.1 The Licensor hereby represents, warrants and undertakes to the Licensee that:
  - (a) neither the execution of this Agreement nor the performance by the Licensor of its obligations will cause it to be in breach of any agreement to which it is a party or is subject;
  - (b) the Licensor has and for the duration of this Agreement will continue to have full right and title to the Intellectual Property subject always to the rights of the Licensee under this Agreement;
  - (c) the Licensor is entitled to make all patent and registered design applications which it has made;
  - (d) the Patents and the Registered Designs include all Patents, Registered Designs or applications for a patent or registered design made, owned by or registered in the name of the Licensor or to which the Licensor is beneficially entitled which is or may be material to the Products;
  - (e) all designs, specifications, plans, drawings and other Know How supplied to the Licensee by the Licensor will be to the best of the knowledge and belief of Licensor true, accurate, reliable and up-to-date.
- 6.2 The Licensee hereby represents, warrants and undertakes to the Licensor that neither the execution of this Agreement nor the performance by the Licensee of its obligations will cause it to be in breach of any agreement to which it is a party or is subject;

# 7 Failure to grant or subsequent revocation of patent

- 7.1 In the event that no exclusivity exists as a consequence of the refusal to grant the Patent applications or the subsequent invalidity or revocation or expiration of the Patents in any country comprising a significant part of the Territory, and the profitability of the Licensee or one or more of the Licensee's sub-Licensees in any country comprising the Territory is significantly and materially adversely affected with regard to the manufacture, use and sale of the Product; then
  - the Royalty payable to the Licensor, arising from the country or countries so affected by the loss of exclusivity consequent upon the refusal to grant or subsequent revocation or declaration of invalidity of the relevant Patents, shall be reduced with effect from the decision of the controller of Patents (or the equivalent in the relevant part(s) of the Territory) or, as the case may be, the Court of first instance, by fifty per cent (50%) such Royalty to be payable in the event of a court order against which no party shall have appealed declaring the relevant Patents valid or (as the case may be) granting the relevant Patent; and/or

(b) the parties shall agree a lesser proportion of royalties to be payable to the Licensor from such country or countries in the event that the Licensee shall demonstrate good and sufficient reason for such reduction.

#### 8 Patent infringement

- 8.1 In the event that the Licensee or any of its sub-Licensees learn of any actual or apparent infringement of the Patents or Trade Marks or unauthorised use within the Territory of the Know How, the Licensee shall immediately notify the Licensor.
- 8.2 The question whether action shall be taken against an infringer shall be decided after discussion between the Licensor and the Licensee taking into account:
  - (i) the seriousness of the infringement;
  - (ii) the strength of the monopoly right infringed;
  - (iii) the expected cost of or relating to commencing and maintaining legal proceedings;
  - (iv) any difficulty in obtaining sufficient evidence to support proceedings;
  - (v) any opinion of counsel which may have been obtained; and
  - (vi) a basis for sharing costs acceptable to both parties.
- 8.3 In the event that the parties decide to institute proceedings for infringement against a third party, the matter of the sharing of the costs of such proceedings shall be a matter for agreement between the parties, each party being entitled to such damages as are awarded in respect of its respective loss. In the event the parties cannot agree a basis for sharing costs of proceedings the costs shall be borne equally and in this case the damages, once awarded shall be distributed equally between the Licensor and Licensee. Both parties shall do all acts and things reasonably required to assist in any claim or action, including executing all documents and doing things reasonably necessary to aid and co-operate in prosecution of any such action.
- 8.4 In no event, is the Licensor authorised to commence a claim or action against an actual or apparent infringer of the Patents or unauthorised user of the Know How without the Licensee's express written consent.
- Notwithstanding any agreement reached pursuant to this clause or any permission or consent granted pursuant to this clause, neither party may settle or compromise a claim or action where that compromise or settlement may impact on the other party without the other party's consent.

#### 9 Termination

9.1 The Licensor may terminate this Agreement upon the happening of any of the following events:

- (a) if default is made by the Licensee in payment of Royalty and such default is not remedied within thirty (30) days after notice specifying such default and requiring the Licensee to remedy the same has been given by the Licensor to the Licensee; or
- (b) if default is made by the Licensee in performance or observance of any other provision of this Agreement and where such default is capable of remedy such default is not remedied within thirty (30) days after notice specifying such default and requiring the Licensee to remedy the same has been given by the Licensor to the Licensee.
- 9.2 The Licensee may terminate this Agreement by notice if default is made by the Licensor in the performance or observance of any provisions of this Agreement, and where such default is capable of remedy such default is not remedied within thirty (30) days after notice specifying such default and requiring the Licensor to remedy the same has been given by the Licensee to the Licensor.

#### 10 Effects of termination

- 10.1 The termination of this Agreement shall not affect any right of action which may have accrued to either party in respect of any breach prior to the date of such termination.
- 10.2 Upon the termination of this Agreement the Licensee shall be entitled to complete all contracts already entered into for manufacture and/or sale of Products and to the extent necessary use the Patents, Know How, and Licensor's Improvements.

#### 11 Non-competition

- 11.1 The Licensor shall not itself manufacture or sell or cause to be manufactured or sold competing goods of the same description as the Products, or which perform the same functions or which use the Intellectual Property.
- 11.2 The Licensor shall not grant any rights to any other parties which infringe the rights of the Licensee under this Agreement.

#### 12 General

#### 12.1 Waiver

Any waiver or forbearance in regard to the performance of this Agreement shall operate only if in writing and shall apply only to the specified instance, and shall not affect the existence and continued applicability of the terms of it thereafter.

## 12.2 Entire agreement

This Agreement embodies all the terms binding between the parties and replaces all previous representations or proposals not embodied herein.

#### 12.3 Assignment

(a) The Licensor shall not assign all or any of its rights hereunder without the prior written consent of the Licensee, which consent the Licensee may grant or not in its absolute discretion.

(b) The Licensee may at its discretion assign all or any of its rights hereunder.

#### 12.4 Applicable law

This Agreement shall be read and construed according to the laws of the State of Western Australia and the parties shall be subject to the jurisdiction of the Courts of that State in all matters arising from or related to this Agreement.

#### 12.5 Amendments

This Agreement may not be varied except in writing signed by the parties.

#### 12.6 Severability

If any provision of this Agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.

#### 12.7 Notices

All notices shall be in writing and shall be given by any one of the following means:

- (a) by delivering it to the address of the party on a business day during the normal business hours;
- (b) by sending it to the address of the party by prepaid airmail post or if airmail post is not available, by ordinary post; or
- (c) by sending it by facsimile transmission to the facsimile number of the party and on the next business day giving it by either of the means set forth in sub-clause (a) or (b) above.
- 12.9 A notice shall be deemed to be given and received:
  - (a) if given in accordance with clause 12.7(a) on the next business day after the day of delivery in the place of delivery;
  - (b) if given in accordance with clause 12.7(b) five (5) clear business days after the date of posting in the place of delivery;
  - (c) if given in accordance with clause 12.7(c) on the next business day after transmission in the place of delivery.
- 12.10 The address and facsimile numbers referred to in clause 16.8 shall in the absence of notice to the contrary be as set out below:

Licensor:

Baske Pty Limited

Address:

Unit 2, 47 Liverpool Street, Rose Bay, New South Wales

Phone and fax:

Licensee:

Charlson Pty Ltd

Address:

30 Harold Road, Dianella, Western Australia

Facsimile:

#### 12.11 Further agreements

Each party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to this Agreement.

### 12.12 Charges

All stamp duties and governmental charges arising out of or incidental to this Agreement shall be the responsibility of and payable by the Licensee, save as provided in clause 3.6.

# COMMON SEAL **EXECUTED** as an Agreement THE COMMON SEAL of BASKE PTY LTD was affixed to this document in accordance with its constitution and in the presence of: Signature # Peter Goldswartly Signature of Director/Secretary Name of Director/Secretary CHARLSON PTY LTD ABN 20 009 225 307 THE COMMON SEAL of COMMON SEAL CHARLSON PTY LTD was affixed to this document in accordance with its constitution and in the presence of: Signature of Director

PANS. J. C. CRUE

Name of Director/Secretary

Signature of Director/Secretary

Name of Director

## Schedule 1

# Products & Royalty

Products	Royalty on gross sales of Products during the Term	
(Provided all such Products incorporate one or refeatures of the Patents or Registered Designs)		
Syringe Holders and Containers	}	
Syringe Disposal Devices	}	First \$300,000: 3%
Syringe Travel Packs	}	Next \$200,000: 2%
Syringe Retaining Devices	}	Thereafter: 1%
Intravenous Injection Preparation Devices and Stepped Devices	}	of the amount of such sales

## Schedule 2

# Patents and Registered Designs

As attached.

12

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Printed: 04/09/2001

Baske Pty Lia PO Box 7136 Bondi Beach Sydney NSW 2026 Australia Fax: 02 9130 1016

Design

A SYRING HOLDER

Australia

D1137AU00

Applicant/Registrant

Baske Pty Ltd

Diary:

Date of Order Application No.

Actual Registration Date

Acceptance Due Date

Application Date

Next Renewal

23/09/1999 308799

23/09/1999 22/06/2000

30/06/2001 23/09/2005

30/06/2001

Explry Date

First Report Date

Registered/Granted? Effective Registration Date

Registration No.

23/09/2015

30/03/2000 Yes

23/09/1999 140927

23/09/2015

30/03/2000

Design

A SYRINGE

Australia

D1138AU00

Applicant/Registrant

Baske Pty Ltd

Date of Order

23/09/1999 308699 Application No. 23/09/1999 Application Date Actual Registration Date 22/06/2000

Acceptance Due Date Next Renewal

23/09/2005

Explry Date First Report Date

Registered/Grantad? Effective Registration Date

Yes 23/09/1999

Registration No. 140926

ngkeG

A SYRINGE HOLDER

Australia

D1139AU00

Applicant/Registrant

Baske Pty Ltd

Next Renewal

Dlary:

23/09/1999 Date of Order 308899 Application No. 23/09/1999 Application Date Actual Registration Date 22/06/2000 Acceptance Due Date

03/06/2001 23/09/2005 Expiry Date

First Report Date Registered/Granted? 23/09/2015 03/03/2000

Yes

Effective Registration Date Registration No.

23/09/1999 140928

Client List

Page 1 of 4

Client List Printed: 04/09/2001 Easke Pty Ltd PO Box 7136 Bondi Beach Sydney NSW 2026 Australia Fax: 02 9130 1016 A Sytinge Disposal Device Design Australia D2139AU00 Applicant/Registrant Baske Pty Ltd Diary: Date of Order 26/10/1999 Explry Date 26/10/2016 348799 Application No. First Report Date 14/04/2000 Application Date 26/10/1999 Registered/Granted? Yes 27/06/2000 Actual Registration Date Effective Registration Date 26/10/1999 14/07/2001 Acceptance Due Date Registration No. 140983 26/10/2005 Next Renewal Priority Ladgement Deadline 26/04/2000 Design Australia D2173AU00 Applicant/Registrant Baske Pty Ltd Dlary: Date of Order 29/11/1999 Explry Date 06/12/2015 40151999 First Report Date 02/06/2000 Application No. Application Date 06/12/1999 Registered/Granted? Yes 12/07/2000 Effective Registration Date 06/12/1999 Actual Registration Date Acceptance Due Date 02/09/2001 Registration No. 141108 06/12/2005 Next Renewal A Syringe Travel Pack Australia D2187AU00 ngked Applicant/Registrant Baske Pty Ltd Diary: 21/12/2015 Date of Order 20/12/1999 Expiry Date 427799 First Report Date 22/06/2000 Application No. Registered/Granted? Yes 21/12/1999 Application Date Effective Registration Date 21/12/1999 28/08/2000 Actual Registration Date 141633 Registration No. 22/09/2001 Acceptance Due Date Priority Lodgement Deadline 21/06/2000 21/12/2005 Next Renewal

> PATENT REEL: 013501 FRAME: 0025

Client Ust

Page 2 of 4

Printed: 04/09/2001

PO 80x 7136

Bondi Beach Sydney NSW 2026

Australia

Fax: 02 9130 1016

Patent

FITKIT

International PCT Application

P16325PCAU

Applicant/Registrant

Saske Pty Ltd

Diary:

Date of Order Chapt II DEADLINE

1st Written Opinion Date

Response DEADUNE ISR Date of Mailing Demand/Election DEADLINE 30/04/2001

First Priority Date First Priority Country 02/10/2000 30/03/2002 23/05/2001 23/07/2001

08/12/2000 30/09/1999 Australia

Chapt I DEADUNE

30/05/2001 Application No. PCTAU0001204 Application Date 02/10/2000 Extended Response Deadline 23/09/2001 Article 19 Amendment Deadli08/02/2001

Demand/Election filed First Priority Number

PQ3204 Priority Lodgement Deadline 30/09/2000

11/04/2001

Designated Countries

AE AL AM AP AT AU AZ BA BB BE BF BG EJ BR BY CA CF CG CH CI CM CN CR CU CY CZ - DE DK DM EA EE EP ES FI FR GA GB GD GE GH GM GN GR GW HR HU ID IE IL IN IS IT JPKEKGKPKRKZLCLILKLRLSLTLULV MAMCMDMGMKMLMNMRMW MX NE NL NO NZ OA PL PT RO RU SD SE SG SI SK SL SN SZ TD TG TJ TM TR TT TZ UA UG US UZ VN YU ZA ZW

Patent

STEPPED DEVICE

Australia

P16950AUP1

Applicant/Registrant

Saske Pty Ltd

Diary:

Date of Order

10/02/2000 Application No. Complete Filing Deadline

PQ6999 18/04/2001 CAP/Conv. case(s) created 04/05/2001

Application Date

18/04/2000

Client Ust

Page 3 of 4

Printed: 04/09/2001

Baske Pty Ltd PO Box 7136

Bondl Beach Sydney NSW 2026

Australia

Fax: 02 9130 1016

Patent

STEPPED DEVICE

International PCT Application

P16950PCAU

Applicant/Registrant

Baske Pty Ltd

Diary:

Date of Order 12/04/2001 18/10/2002 Chapt II DEADUNE 18/04/2001 Application Date Article 19 Amendment Deadli:18/08/2001 Arst Priority Date 18/04/2000 First Priority Country Australia Second Priority Number PQ7000

Chapt I DEADLINE Application No.

18/12/2001

ISR Date of Malling

PCT/AU01/00443 18/06/2001

Demand/Election DEADUNE 18/11/2001 First Priority Number

PQ6999

Second Priority Date Second Priority Country

18/04/2001 Australia

Priority Lodgement Deadline 18/04/2001

Designated Countries

AE AG AL AM AP AT AU AZ BA BB BE BF BG BJ BR BY BZ CA CF CG CH CI CM CN CO CR CU CY CZ DE DK DM DZ EA EE EP ES FI FR GA GB GD GE GH GM GN GR GW HR HU ID IE IL IN IS IT JP KE KG KP KR KZ LC LI LK LR LS LT LU LV MAMC MD MG MK ML MN MR MW MX MZ NE NL NO NZ OA PL PT RO RU SO SE SG SI SK SL SN SZ TD TG TIM TR IT IZ UA UG US UZ VN YU ZA ZW

Patent

SPOON

Australia

P17067AUP1

Applicant/Registrant

Baske Pty Ltd

Diary:

Date of Order Application No. 28/02/2000 PQ7000

CAP/Conv. case(s) created 04/05/2001

Complete Filing Deadline

18/04/2001

Application Date

18/04/2000

Utility / Innovation Fit Kit

Australia

UIP1003AU00

Applicant/Registrant

Baske Pty Ltd

Diary:

Date of Order Divisional Filling No Original Parent Applin No. 18/06/2001 2001100085

43812/00

Yes

Explry Date

03/07/2008

Divisional Filing Date Orlginal Parent Appin Date

18/06/2001 93/07/2000

Date of Patent

03/07/2000

Registered/Granted? Patent/Serial Number

2001100085

Next Renewal

03/07/2002

End of Client List

Client List

Page 4 of 4

Printed: 04/09/2001

Harm Reduction Services Pty Ltd

1/7 O'Brien Street Bond) NSW 2026

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Fax: 02 9130 1016

Trademark

HRS (logo)

Australia

T17639AU00

Applicant/Registrant

Harm Reduction Services Pty Ltd

Date of Order Application No. 08/03/2000

830397

Yes

830397

Registration No. Registration Fee Pald

Registered/Granted?

02/05/2001

Priority Ladgement Deadline 04/10/2000

Acceptance Advertised Date 04/01/2001

Application Date

04/04/2000 04/04/2000

Effective Registration Date Next Renewal

04/04/2010

Final Registration Decaline

04/07/2001

Class

10

HRS (word) Trademark

Australia

T17640AU00

Applicant/Registrant

Harm Reduction Services Pty Ltd

Diary:

Date of Order

08/03/2000

02/05/2001

830396 Application No. Yes

Registered/Granted?

830396 Registration No.

Registration Fee Pald

Priority Lodgement Deadline 04/10/2000

Class

Acceptance Advertised Date 04/01/2001

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04/04/2000

Effective Registration Date 04/04/2000 Next Renewal

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Final Registration Decaline 04/07/2001

Trademark

STERAMIX

Australia

T18229AU00

Applicant/Registrant

Harm Reduction Services Pty Ltd

Diary:

Date of Order

08/09/2000

Application No.

853685

Registration Fee Paid

28/08/2001

Priority Lodgement Deadline 16/04/2001

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Acceptance Advertised Date 26/04/2001 16/10/2000 Application Date

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Client List

Page 1 of 2

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Harm Reduction Services Pty Ltd

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Fax: 02 9130 1016

Trademark

STERAFIT

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T18231AU00

Applicant/Registrant

Harm Reduction Services Pty Ltd

Date of Order

. 08/09/2000

Application No.

853684

First Report Date Acceptance DEADUNE 05/04/2001 05/07/2002 Application Date

16/10/2000

Priority Lodgement Decidine 16/04/2001

Class

10 42

STERAKIT Trademark

Australia

T18233AU00

Applicant/Registrant

Harm Reduction Services Pty Ltd

Diary:

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853686

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Priority Lodgement Deadline 16/04/2001

Acceptance Advertised Date 26/04/2001

Application Date

16/10/2000

Anal Registration Decaline 26/10/2001

Class

Trademark

10

STERIKIT

Australia

T18234AU00

Applicant/Registrant

Harm Reduction Services Pty Ltd

Diary:

Date of Order Application No. 08/09/2000

853683

28/08/2001

Registration Fee Paid Priority Lodgement Deadline 16/04/2001 Acceptance Advertised Date 26/04/2001

Application Date

16/10/2000

Final Registration Deadline

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10

End of Client Ust

Client List

Page 2 of 2

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