

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office, 703-306-5995 on the date shown below.

Date 4/14/04 Leo Stanger 

## RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies):

**GRAHAM FRANCOIS DUIRS and LINDSAY ALISON DUIRS in their capacity as trustees of the SPRINGFIELD TRUST**

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

2. Name and address of receiving party(ies):

Name: **PFIZER PRODUCTS INCORPORATED**, a Connecticut corporation

Internal Address:

Street Address:

**Eastern Point Road**

City: **Groton** State: **CT** Zip: **06340**

Additional name(s) and addresses(s) attached: ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: **April 2, 2004**

4. Application number(s) or patent number(s):

**US Design Application No. 29/106548, now US Design Patent D469,872**

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No.

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: **Leo Stanger**

Internal Address:

Street Address:

**P.O. Box 1455  
382 Springfield Avenue**

City: **Summit** State: **NJ** Zip: **07901**

6. Total Number of applications and patents involved:

**1**

7. Total Fee (37 CFR 3.41):

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

**194124**

(Attach duplicate of this page if paying by deposit account)

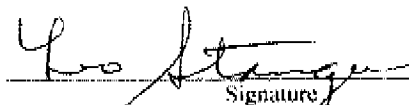
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9. Statement and signature:

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.

**Leo Stanger**

Name of Person Signing



Signature

**4/14/04**

Date

Total number of pages including cover sheet, amendments, and documents: **7**

CH \$40.00 194124 D469872

# ASSIGNMENT OF A DESIGN

**BETWEEN:** **Graham Francois Duirs and Lindsay Alison Duirs** in their capacity  
as trustees of the **Springfield Trust**

**AND:** **Pfizer Products Incorporated**

**DESCRIPTION:**

By this Agreement **GRAHAM  
FRANCOIS DUIRS** and **LINDSAY  
ALISON DUIRS** in their capacity as  
trustees of the **SPRINGFIELD TRUST**  
assigns **PFIZER PRODUCTS INC.** their  
rights in the design of a **DRUG  
DELIVERY SYSTEM.**

**James & Wells**  
Patent & Trade Mark Attorneys  
Private Bag 3140  
Level 12, KPMG Centre  
85 Alexandra Street  
HAMILTON

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## ASSIGNMENT OF A DESIGN

**BETWEEN** GRAHAM FRANCOIS DUIRS and LINDSAY ALISON DUIRS in their capacity as trustees of the SPRINGFIELD TRUST of Post Office Box 194, Morrinsville, New Zealand  
(Hereinafter referred to as the "ASSIGNOR")

**AND** PFIZER PRODUCTS INCORPORATED, a Connecticut corporation having its office at Eastern Point Road, Groton, Connecticut 06340, United States of America  
(Hereinafter referred to as the "ASSIGNEE")

### ON THE BASIS THAT-

#### 1.0 DEFINED TERMS

- 1.1 The term DESIGN shall mean designs relating to a Cue-Mate related Drug Delivery System (including the design described in US Design Registration No. 29/106548).
- 1.2 The term INTELLECTUAL PROPERTY RIGHTS shall mean all intellectual property rights associated with the DESIGN including the COPYRIGHT and the DESIGN RIGHTS.
- 1.3 The term DESIGN RIGHTS shall mean the right to apply for a registered design or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.
- 1.4 The term COPYRIGHT shall mean the property rights which exist in any COPYRIGHT WORK.
- 1.5 The term COPYRIGHT WORK shall refer to a work:
- 1.5-1 of any of the types described in Section 14 of the New Zealand Copyright Act 1994;

1.5-2 in which copyright exists; and

1.5-3 which relates to the DESIGN.

1.6 The term MORAL RIGHTS shall refer to the rights described in Part IV of the New Zealand Copyright Act 1994.

## 2.0 BACKGROUND

2.1 The ASSIGNOR has agreed to assign the DESIGN and the INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE on the terms described below.

## IT IS AGREED THAT-

### 3.0 THE ASSIGNMENT

3.1 The ASSIGNOR hereby assigns to the ASSIGNEE:

- (a) the DESIGN; and
- (b) the INTELLECTUAL PROPERTY RIGHTS.

### 4.0 CONSIDERATION

4.1 In consideration for the assignment detailed in clause 3.1, the ASSIGNEE now pays to the ASSIGNOR the sum of NZ\$1.00, the receipt and sufficiency of which is acknowledged by the ASSIGNOR.

### 5.0 ASSIGNOR'S OBLIGATIONS

5.1 The ASSIGNOR undertakes to execute any documents and authorisations, and depose to or swear any declaration or oath as may be requested by the ASSIGNEE for vesting absolutely all right, title and interest to the INTELLECTUAL PROPERTY RIGHTS in favour of the ASSIGNEE, and for conferring on the ASSIGNEE the right to take action against any third party who copies the DESIGN or infringes the INTELLECTUAL PROPERTY RIGHTS.

5.2 The ASSIGNOR hereby waives all its MORAL RIGHTS in relation to the COPYRIGHT.

5.3 The ASSIGNOR shall assign to the ASSIGNEE upon request all INTELLECTUAL PROPERTY RIGHTS relating to all improvements in, modifications of or additions to the DESIGN devised, created and/or under a commission for money or monies worth from the ASSIGNEE.

- 5.4** The ASSIGNOR shall, at the request of the ASSIGNEE, and to the extent outstanding, furnish the ASSIGNEE with full details of and relating to the DESIGN, and the INTELLECTUAL PROPERTY RIGHTS (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the DESIGN, and the COPYRIGHT WORKS.
- 5.5** The ASSIGNOR agrees to treat as confidential all information relating to the DESIGN and/or the INTELLECTUAL PROPERTY RIGHTS and shall not use, disclose or publish same without the express prior written consent of the ASSIGNEE. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the ASSIGNOR. The ASSIGNOR agrees to seek prior clearance from the ASSIGNEE in any case of uncertainty.
- 6.0** **ASSIGNOR'S WARRANTIES**
- 6.1** The ASSIGNOR warrants:
- 6.1-1** It has absolute title to the DESIGN;
- 6.1-2** There are no encumbrances or other matters affecting its capacity to assign the DESIGN and/or the INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE free of any encumbrances or interests whatsoever.

7.0 GOVERNING LAW

7.1 This Assignment shall be governed by and construed in all respects in accordance with the laws of New Zealand.

Signed this 2nd day of April 2004 by GRAHAM FRANCOIS DUIRS and LINDSAY ALISON DUIRS in their capacity as trustees of the SPRINGFIELD TRUST\*:

<p>(i) <u>[Signature]</u> Signature <u>Graham Francois DuiRS</u> Name <u>TRUSTEE</u> Position</p>	<p>(ii) <u>[Signature]</u> Signature <u>Lindsay Alison DuiRS</u> Name <u>TRUSTEE</u> Position</p>
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Witnessed by:

[Signature]  
Signature  
Sam Pearson  
Name  
118 Galloway St, Hamilton NZ  
Address  
Patent Attorney  
Occupation

\* This agreement must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (if the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ by a duly authorised representative of  
PFIZER PRODUCTS INCORPORATED \*:

(i) \_\_\_\_\_  
*Signature*  
  
\_\_\_\_\_  
*Name*  
  
\_\_\_\_\_  
*Position*

(ii) \_\_\_\_\_  
*Signature*  
  
\_\_\_\_\_  
*Name*  
  
\_\_\_\_\_  
*Position*

Witnessed by:

(i) \_\_\_\_\_  
*Signature*  
  
\_\_\_\_\_  
*Name*  
  
\_\_\_\_\_  
*Address*  
  
\_\_\_\_\_  
*Occupation*

(ii) \_\_\_\_\_  
*Signature*  
  
\_\_\_\_\_  
*Name*  
  
\_\_\_\_\_  
*Address*  
  
\_\_\_\_\_  
*Occupation*

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- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.