

FORM PTO-1595

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

1-31-92

PATENTS ONLY

Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Istvan TOTH, Robert FALCONER, Shaun Emmanuel DE CRUZ, Ross Peter MCGEARY and Benjamin Paul ROSS
 Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
 Name: **ALCHEMIA PTY LTD.**
 Street Address: **3 Hi-Tech Court, Brisbane Technology Park**
 City/State/Zip: **Eight Mile Plains , Queensland 4113, Australia**
 Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
 Execution Date: March 17, 2004; March 26, 2004 ; March 17, 2004 ; March 17, 2004 and March 17, 2004

4. Application number(s) or patent number(s): 1
 If this document is being filed together with a new application, the execution date of the application is:


A. Patent Application No.(s): 10/676,436 B. Patent No.(s):
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Sam L. Nguyen**
 Internal Address:
Heller Ehrman White & McAuliffe LLP
275 Middlefield Road
Menlo Park, CA 94025-3506

6. Total number of applications and patents involved: [1]
 7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: 08-1641
 (Attorney Docket No.: 26979-0005)

DO NOT USE THIS SPACE

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.

Sam L. Nguyen, Reg. No. 52,496  May 10, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [3]

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Approved for use through 9/30/03, OMB 0651-0027

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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ASSIGNMENT OF APPLICATION		Docket Number 26979-0005	
Whereas, the undersigned:			
Isvan TOTH 5 Zelita Road Moggill, Queensland 4070 Australia	Robert FALCONER 1 Vicarage Road Gillingham, Kent ME7 5JA United Kingdom	Sham Emmanuel DE CRUZ 2/88 Indocroopilly Road Taringa, Queensland 4068 Australia	Ross Peter MCGBARY 130 Highland Terrace St Lucia, Queensland 4067
Benjamin Paul ROSS 36 Chapman Street Chapel Hill, Queensland 4069 Australia			
hereinafter termed "Inventors", have invented certain new and useful improvements in			
DELIVERY SYSTEMS			
<input checked="" type="checkbox"/> for which an application for United States Patent was filed on June 30, 2003, Application No. 10/676,436 <input type="checkbox"/> for which an application for a United States Patent was executed on _____, and			
<p>WHEREAS, <u>ALCHEMIA PTY LTD</u>, a corporation having a place of business at <u>3 Hi-Tech Court, Brisbane Technology Park, Eight Mile Plains, Queensland 4113 Australia</u>, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.</p>			
<p>NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:</p>			
<p>1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.</p>			
<p>2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.</p>			
<p>3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.</p>			

Assignment of Application
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4. Said inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 17/03/2004
Date: 26/03/04
Date: 17/3/04
Date: 17/3/04
Date: 17/3/2004

[Signature]
Isvan Toth
R. A. Falconer
Robert Falconer
[Signature]
Sharon Estanislao De Cruz
[Signature]
Ross Peter McGeary
[Signature]
Benjamin Paul Ross

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