

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

Attorney Docket No. 080411-000000US
U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

AFRA DESIGN PTY. LIMITED

Execution Date(s) June 24, 2004

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other This is a corrective recordation Form 1595 to correct the incorrect Serial No. at Reel 015262, Frame 0641
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: bioMD LIMITED

Internal Address: _____

Street Address: Level 11

225 St George's Terrace

City: Perth

State: Western Australia

Country: Australia Zip: 6000

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

A. Patent Application No.(s)

PCT/AU03/00617 (US National Phase Application No. 10/495,404)

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: J. Georg Seka

Internal Address: _____

TOWNSEND AND TOWNSEND AND CREW LLP

Street Address: Two Embarcadero Center,
Eighth Floor

City: San Francisco

State: California Zip: 94111-3834

Phone Number: (415) 576-0200

Fax Number: (415) 576-0300

Email Address: jgs@townsend.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 numbers _____
Expiration Date _____

b. Deposit Account Number 20-1430

Authorized User Name Townsend and

Townsend and Crew LLP

9. Signature: _____

Signature

January 4, 2005

Date

J. Georg Seka
Name of Person Signing Atty. Reg. No. 24,491

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, VA 22313-1450

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Attorney Docket No. 080411-000000US
U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1565 (Rev. 06/04)
OMB No. 0651-0027 (exp. 03/31/2015)

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): AFRA DESIGN PTY. LIMITED Execution Date(s) <u>June 24, 2004</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>bloMD LIMITED</u> Internal Address: _____ Street Address: <u>Level 11</u> <u>225 St George's Terrace</u> City: <u>Perth</u> State: <u>Western Australia</u> Country: <u>Australia</u> Zip: <u>6000</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>PCT/AU03/00617 (US National Phase</u> <u>Application No. 10/494,404)</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>J. Georg Seka</u> Internal Address: _____ <u>TOWNSEND AND TOWNSEND AND CREW LLP</u> Street Address: <u>Two Embarcadero Center,</u> <u>Eighth Floor</u> City: <u>San Francisco</u> State: <u>California</u> Zip: <u>94111-3834</u> Phone Number: <u>(415) 576-0200</u> Fax Number: <u>(415) 576-0300</u> Email Address: <u>jgs@townsend.com</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature: <u>J. Georg Seka</u> Signature Name of Person Signing <u>J. Georg Seka</u> Atty. Reg. No. <u>24,491</u>		8. Payment Information a. Credit Card Last 4 numbers _____ Expiration Date _____ b. Deposit Account Number <u>20-1430</u> Authorized User Name <u>Townsend and</u> <u>Townsend and Crew LLP</u> Date <u>October 15, 2004</u> Total number of pages including cover sheet, attachments, and documents: <u>8</u>	

Documents to be recorded (including cover sheet) should be filed to (703) 308-9995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

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I, **William George Bennett** herewith certify that I have sighted the original Assignment Deed dated 24 June 2004 between **Afra Design Pty. Limited** and **bioMD Limited** and I confirm that attached hereto is a true copy thereof.

Dated this **19th** day of **July 2004**

.....
William George Bennett
Registered Patent Attorney

Dated *24th June* 2004

ASSIGNMENT OF INTELLECTUAL PROPERTY

Parties

AFRA DESIGN PTY LTD
ABN 21 001 265 425

bioMD LIMITED
ABN 35 088 221 078

DEED made

PARTIES **AFRA DESIGN PTY LTD** ABN 21 001 265 425
of 11 Patterson Street, Tahmoor, NSW, 2573
("Afra")

AND **bioMD LIMITED** ABN 35 088 221 078
of Level 11, 225 St George's Terrace, Perth, WA, 6000
("bioMD")

INTRODUCTION

- A. Afra owns the Syringe Patents which relate to the Inventions.
- B. Afra and bioMD entered into a Patent Licence Agreement in relation to the Syringe Patents on 1 October 2003, under which Afra agreed to assign the Syringe Patents on payment by bioMD of the Purchase Price.
- C. bioMD has paid the Purchase Price to Afra, and Afra wishes to assign to bioMD and bioMD wishes to accept the Syringe Patents on the terms and conditions of this Deed.

IT IS AGREED

1. Definitions

1.1 In this Deed:

- (1) "Agreement" means the Patent Licence Agreement between the parties dated 1 October 2003;
- (2) "Deed" means this document, including any schedule or annexure to it; and
- (3) "Effective Date" means the date on which bioMD paid the Balance to Afra pursuant to clause 4.4 of the Agreement.
- (4) "Syringe Patents" means the patents and patent applications relating to the Inventions filed by or on behalf of Afra as set out in the Schedule, ~~and includes:~~ *and any applications derived therefrom, and includes:*
- (a) any additional patents or patent applications filed in Australia, Japan, the USA or the European Union in relation to the Inventions; and
- (b) the Confidential Information and Materials; and
- (c) all other IPR owned by Afra relating to the Inventions.

1.2 In this Deed:

- (1) capitalised terms have the meaning given to them in the Agreement; and
- (2) "including" and similar expressions are not words of limitation.

2. **Assignment and Transfer**

2.1 In consideration of payment of the Purchase Price (receipt of which is acknowledged), Afra assigns to bioMD all its right title and interest in the Syringe Patents and the Materials, including the benefit of any prior claims in relation to the Syringe Patents including infringement of it, with effect on the Effective Date.

2.2 Afra must deliver up to bioMD within 3 Business Days after the Effective Date all Materials and all certifications of title, papers, plans, reports and items in relation to all the Syringe Patents which are not already in the possession of bioMD.

2.3 For a period of two (2) years from the Effective Date, bioMD may request Afra to provide consultancy services on the same terms as set out in clause 7 of the agreement except that the reference to "licences/licence" in clause 7.5 shall be read as a reference to "assigns/assignment".

3. **Warranties and Indemnities**

3.1 In addition to the warranties given by Afra under clause 8 of the Agreement, Afra warrants to bioMD that:

- (1) without limiting Afra's rights under the Agreement and this Deed, bioMD will have and enjoy quiet possession of the Intellectual Property uninterrupted by Afra or any person claiming under Afra; and
- (2) Afra has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over Afra's rights, title and interest in the Syringe Patents and Materials;

3.2 bioMD indemnifies and at all times holds harmless Afra, its Related Bodies Corporate, officers, agents and employees against any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with bioMD's use of and ownership of the Syringe Patents and Materials after the Effective Date.

3.3 bioMD acknowledges that Afra has received financial and other assistance from Victoria Park Investments and Nepean Engineering (both of Narellan, NSW), and that information relating to the arrangement has been provided to bioMD.

4. **Confidentiality**

4.1 Afra must from the date of this Deed:

- (1) maintain and take all steps necessary to maintain all Confidential Information in strictest confidence;
- (2) take all precautions necessary to prevent accidental disclosure of any of the Confidential Information;
- (3) not disclose any of the Confidential Information to any person;
- (4) not disclose the existence of the Confidential Information to any person; and
- (5) not use the Confidential Information in any way, unless otherwise agreed between the parties in writing.

4.2 Afra's obligations and undertakings under this clause continue indefinitely and are not diminished or terminated by the completion or termination for any reason of this Deed.

5. General

5.1 Time is of the essence of this Deed.

5.2 Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.

5.3 If anything in this Deed is unenforceable, illegal or void then it is severed and the rest of this Deed remains in force.

5.4 This Deed and the Agreement:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Deed; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

5.5 Any fees, costs and expenses incurred in connection with enabling bioMD to be registered at the sole owner of the Syringe Patents must be borne and paid by bioMD.

5.6 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Deed.

5.7 The law of New South Wales governs this Deed.

5.8 The parties submit to the non-exclusive jurisdiction of the courts in New South Wales and of the Commonwealth of Australia.

Schedule 1

The Syringe Patents

Country	Number	Filing Date	Title
Australia	PQ5249	27 Jan 2000	A pre-filled safety syringe
Australia	PQ8484	3 Jul 2000	A pre-filled safety syringe
International	PCT/AU00/01027	30 Aug 2000	A pre-filled safety syringe
Australia	2000268103	30 Aug 2000	A pre-filled safety syringe
Europe	00955961.8	30 Aug 2000	A pre-filled safety syringe
Japan	2001-554741	30 Aug 2000	A pre-filled safety syringe
USA	10/206,868	30 Aug 2000	A pre-filled safety syringe
Australia	PR6575	26 Jul 2001	Safety Syringe
International	PCT/AU01/01391	30 Oct 2001	Safety Syringe
Australia	2002950988	26 Aug 2002	Needle Assembly
International	PCT/AU03/00617	22 May 2003	Needle Assembly
Australia	2003902924	14 Jun 2003	Dental Syringe

EXECUTED as a deed.

Executed by **AFRA DESIGN PTY LTD**
ABN 21 001 265 425 in accordance
with section 127 of the *Corporations*
Act 2001:

A. Popovky
Director/Company Secretary

Frank Popovky
Director

Anna Popovky
Name of Director/Company Secretary
(BLOCK LETTERS)

FRANK POPOVSKY
Name of Director
(BLOCK LETTERS)

Executed by **bioMD LIMITED**
ABN 35 088 221 078 in accordance
with section 127 of the *Corporations*
Act 2001:

Christ
Director/Company Secretary

Robert Turner
Director

M. Bennett
Name of Director/Company Secretary
(BLOCK LETTERS)

ROBERT TURNER
Name of Director
(BLOCK LETTERS)