

RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 902.002US2

Patent and Trademark Office

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

1. Name of conveying party(ies):

Afra Design Pty. Limited

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

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

Name: bioMD LIMITED

Street Address: 225 St. George's Terrace Level 11 Perth, WA, Australia 6000

3. Nature of conveyance:

- [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

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

Execution Date: June 24, 2004

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

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)

Serial No. 10/206,868, filed December, 19,2002 Serial No. 10/839,874, filed May 6, 2004

Additional numbers attached? [] Yes [X] No

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

Name: Timothy B Clise

Address: Schwegman, Lundberg, Woessner & Kluth, P.A. P.O. Box 2938 Minneapolis, MN 55402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 80.00

[] Enclosed [X] Authorized to be charged to deposit account number 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit account number: 19-0743

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.

Timothy B Clise/Reg. No. 40,957

Name of Person Signing

Signature: [Handwritten Signature] Date: 23 March '05

Total number of pages including cover sheet: 8

CH \$80.00 190743 10206868

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.

[Handwritten signatures and initials]
 A.P.
 f.f.

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:

[Signature]
Director/Company Secretary

Robert Towner
Director

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

ROBERT TOWNER
Name of Director
(BLOCK LETTERS)