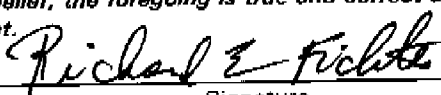
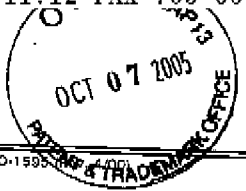


B/O FORM PTO-1585 (Rev. 4/00)		U.S. Department of Commerce Patent and Trademark Office	
RECORDATION FORM COVER SHEET PATENTS ONLY			
To the Commissioner for Patents. Please record the attached original documents or copies thereof.			
1. Name of Conveying Party(ies): <p style="text-align: center;">Australian National University</p> <input type="checkbox"/> Additional names of conveying parties attached.		2. Name and Address of Receiving Party(ies): Name: Vaxine Pty Ltd. Internal Address: Street Address: Level 5, Building 10 The Canberra Hospital, Yamba Drive City, State, Zip: Garran, ACT, Australia <input type="checkbox"/> Additional name(s) and address(es) attached.	
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"/> Other: Document ID No.: 103099116 Execution Date: May 30, 2003			
4. (A) Patent Application Number(s): If this document is being filed together with a new application, the execution date of the application is: <input type="checkbox"/> Additional Numbers Attached		4. (B) Patent Number(s): 5,476,844 Atty Dkt: COOPER/REF/844 Title: GAMMA INULIN COMPOSITIONS	
5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed: Name: Richard E. Fichter Registration Number 26,382 Address: Bacon & Thomas, PLLC 625 Slaters Lane Fourth Floor Alexandria, VA 22314		Total Number of Applications and Patents Involved: 1 7. Total Fee: (37 CFR 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account Number: 02-0200 <small>ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT</small>	
DO NOT USE THIS SPACE			
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.</i>			
Richard E. Fichter Name of Person Signing		 Signature	February 7, 2006 Date
Total number of pages including cover sheet, attachments and document: 7			



10-13-2005



103099116

U.S. Department of Commerce
Patent and Trademark Office

B/O FORM PTO-1505

To the Commissioner for Patents. Please record the attached original documents or copies thereof.

50.2.0

1. Name of Conveying Party(ies):

Australian National University

Additional names of conveying parties attached.

2. Name and Address of Receiving Party(ies):

Name: **Vaxine Pty Ltd.**

Internal Address:

Street Address: **Level 5, Building 10 The Canberra Hospital, Yamba Drive**

City, State, Zip: **Garran, ACT**

Additional name(s) and address(es) attached.

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: **May 30, 2003**

4. (A) Patent Application Number(s):

4. (B) Patent Number(s):

5,476,844

Atty Dkt: **COOPER/REF/844**

Title: **GAMMA INULIN COMPOSITIONS**

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

Additional Numbers Attached.

5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:

Name: **Richard E. Fichter**
Registration Number 26,382

Address: **Bacon & Thomas, PLLC**
625 Slaters Lane Fourth Floor
Alexandria, VA 22314

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: **02-0200**

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9. Statement and Signature:

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Richard E. Fichter
Name of Person Signing

Richard E. Fichter
Signature

October 6, 2005
Date

Total number of pages including cover sheet, attachments and document: **7**

10/12/2005 BYRNE 00000207 5476844

01 FC:8021

40.00 OP

THIS DEED is made this 30th of May 2003

BETWEEN

NATIONAL HEALTH SCIENCES CENTRE LIMITED, ACN 071 137 043, incorporated in the Australian Capital Territory, carrying on business at Level 5, Building 10 The Canberra Hospital, Yamba Drive, Garran, in the Australian Capital Territory (the 'NHSC')

AND

VAXINE PTY LTD, ACN 100 787 719, incorporated in the Australian Capital Territory, carrying on business at Level 5, Building 10 The Canberra Hospital, Yamba Drive, Garran, in the Australian Capital Territory ('Vaxine')

AND

AUSTRALIAN NATIONAL UNIVERSITY, a body corporate duly constituted pursuant to the Australian National University Act 1991, of Canberra, ACT, 0200 ('ANU')

RECITALS

- A. ANU is the registered proprietor of the Patents.
- B. In order to enhance the realisation of commercial success for the Patents, ANU and NHSC entered into a Deed dated [] ('**Collaborative Deed**') under which ANU agreed to transfer to NHSC all of its right, title and interest in the Patents in return for certain payments and obligations.
- C. ANU and NHSC have now agreed that the Collaborative Deed will be terminated and replaced with this Deed under which ANU agrees:
 - (a) to transfer the Patents to Vaxine rather than NHSC; and
 - (b) to accept issue of shares in Vaxine in consideration of the transfer of the Patents to Vaxine.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

'**Deed**' means this Deed and any schedule or annexure to it;

'**Effective Date**' means the date on which the last party signs this Deed.

'**Patents**' means:

- (a) Australian Registered Patent No. PCT/AU89/00349 entitled '*Gamma Inulin Compositions*'; and
- (b) Australian Registered Patent No. PCT/AU86/00311 entitled '*Immunotherapeutic Preparation for Treatment of Cancer*'

and all applications and provisional applications deriving priority from the patents specified in (a) and (b).

'Shares' means 75,000 shares in Vaxine.

1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Deed;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (e) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
- (f) 'including' is not used as a word of limitation.

2. TERMINATION OF COLLABORATIVE DEED

NHSC and ANU agree that the Collaborative Deed is terminated from the Effective Date and has no further force or effect. Each of those parties releases the other from and against any liability they might otherwise have had under the Collaborative Deed.

3. ASSIGNMENT OF PATENTS

- (a) In consideration of the issue of the Shares to ANU, ANU hereby assigns to Vaxine with effect from the Effective Date all of ANU's right, title and interest in the Patents.
- (b) Within a reasonable time after the Effective Date, ANU must at Vaxine's cost do all things reasonably required for vesting full, right, title and interest to the Patents in Vaxine and recording the transfers of the Patents to Vaxine's name.

4. ISSUE OF SHARES

Vaxine agrees to issue the Shares to ANU within 30 days after the Effective Date.

5. NON DISCLOSURE

The parties must not disclose the terms of this document or its subject matter to any other person or persons whether directly or indirectly except to their shareholders, legal or financial advisors or as may be required by law.

6. LEGAL COSTS AND STAMP DUTY

- (a) Each party must pay its own costs including legal costs in connection with the preparation, negotiation and execution of this document.
- (b) If stamp duty is payable on this document, ANU and Vaxine must each pay one half of the stamp duty payable.

7. GOVERNING LAW

- 7.1 This Deed is governed by and interpreted in accordance with the laws of the Australian Capital Territory.
- 7.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

8. AMENDMENT

This document may only be varied or replaced by a deed executed by all parties.

9. WAIVER AND EXERCISE OF RIGHTS

- (a) The single or partial exercise or waiver of a right relating to this document will not prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be liable for any loss, cost or expense of the other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in exercise of a right.

10. FURTHER ASSURANCE

Each party must promptly execute all documents and do all things that each other party from time to time reasonably requests of it to effect, perfect or complete the provisions of this document and any transaction contemplated by it.

11. COUNTERPARTS

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same document.

12. ENTIRE AGREEMENT

- (a) This document embodies the entire understanding and agreement between the parties as to its subject matter.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to or in any way affecting the subject

matter of this document are merged in and superseded by this document and are of no force or effect whatever and no party will be liable to another party in respect of those matters.

- (c) No oral information provided by one party to another:
 - (i) affects the meaning or interpretation of this document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between the parties.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED for THE NATIONAL HEALTH SCIENCES CENTRE by an authorised officer in the presence of

[Handwritten signature]
Signature of witness

Diego SILVA
Name of witness (print)

[Handwritten signature]
Signature of officer

NIKOLAI PETROVSKY
Name of officer (print)

DIRECTOR I CEO
Office held

SIGNED SEALED AND DELIVERED for VAXINE PTY LTD by an authorised officer in the presence of

[Handwritten signature]
Signature of witness

Diego SILVA
Name of witness (print)

[Handwritten signature]
Signature of officer

NIKOLAI PETROVSKY
Name of officer (print)

CHAIRMAN
Office held

SIGNED SEALED AND DELIVERED for AUSTRALIAN NATIONAL UNIVERSITY by an authorised officer in the presence of

[Handwritten signature]
Signature of witness

Pamela M. Sheehan
Name of witness (print)

[Handwritten signature]
Signature of officer

PROFESSOR JOHN P. HEARN
DEPUTY VICE CHANCELLOR (RESEARCH)
AUSTRALIAN NATIONAL UNIVERSITY
CANBERRA, ACT 0200 AUSTRALIA

Office held

ATTESTATION

We, Dianne Sell and Alison Raynes secretaries to DAVIES COLLISON CAVE, Patent Attorneys, of 1 Nicholson Street, Melbourne, Victoria, having carefully checked the attached document declare that it is a true and correct copy of the document of which it purports to be a copy.

DATED this 30th day of August, 2005



DIANNE SELL



ALISON RAYNES