

Mail Stop Assignment Recordation Services

Customer Service Window  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

1/24/06



Atty. Docket No.: 2340-000286/US

Page 1 of 1

RI

01-27-2006

IEET

To the  
Please r



rademarks:  
copy thereof.

103166399

ess of receiving party(ies)

1. Name of conveying party(ies):

**HEALTHTRONICS LIMITED**

Name: **HEALTHTRONICS SUNSAFE PTY LTD.**

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

YES  NO

Street Address: **Unit 26, 443 Albany Highway**

City: **Victoria Park, Western Australia**

3. Nature of conveyance:

Assignment  Merger  Security Agreement

Change of Name  Other:

Country: **AUSTRALIA** Postal Code: **6010**

Execution Date: **November 30, 2005**

Additional name(s) & address(es) attached?  YES  NO

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).

**4,851,686**

Additional numbers attached?  YES  NO

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

Name: **HARNES, DICKEY & PIERCE, P.L.C.**

Street Address: **P.O. BOX 8910**

City: **RESTON** State: **VA** ZIP: **20195**

Country: **USA**

6. Total No. of applications/patents involved: **One (1)**

7. Total fee (37 C.F.R. § 3.41): **\$40.00**

Enclosed

Authorized to be charged to deposit account, **if no fee attached.**

8. Deposit account number: **08-0750**

(Attach triplicate copy of this page if paying by deposit account)

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.*

Gary D. Yacura/35,416

Name of Person Signing/Reg. No.

Signature

January 24, 2006

Date

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

01/26/2006 LMUELLER 00000002 4851686

01 FC:8821

48.00 OP

GDY:jcp

# **DEED OF ASSIGNMENT**

**Healthtronics Limited**

- and -

**Healthtronics Sunsafe Pty Ltd**



Progression through Protection  
Version 1.0

# Table of Contents

<b>1.</b>	<b>DEFINITIONS AND INTERPRETATION .....</b>	<b>1</b>
1.1	DEFINITIONS.....	1
1.2	INTERPRETATION.....	3
<b>2.</b>	<b>ASSIGNMENT OF INTELLECTUAL PROPERTY .....</b>	<b>3</b>
2.1	ASSIGNMENT OF INTELLECTUAL PROPERTY .....	3
2.2	NO CONTEST OR HARM .....	3
2.3	ACKNOWLEDGMENT OF RIGHT TO LICENSE ETC.....	4
<b>3.</b>	<b>MORAL RIGHTS .....</b>	<b>4</b>
3.1	SPECIFIC CONSENTS .....	4
3.2	CONSENT WHERE NOT OWNER .....	4
<b>4.</b>	<b>AUTHORITY TO EXECUTE .....</b>	<b>4</b>
<b>5.</b>	<b>COUNTERPARTS .....</b>	<b>4</b>
<b>6.</b>	<b>FAILURE TO EXECUTE .....</b>	<b>4</b>
<b>7.</b>	<b>FURTHER ASSURANCES .....</b>	<b>5</b>
<b>8.</b>	<b>VARIATION .....</b>	<b>5</b>
<b>9.</b>	<b>SEVERABILITY .....</b>	<b>5</b>
<b>10.</b>	<b>SURVIVAL .....</b>	<b>5</b>
<b>11.</b>	<b>GOVERNING LAW AND JURISDICTION.....</b>	<b>5</b>
<b>12.</b>	<b>COSTS .....</b>	<b>5</b>
	<b><u>SCHEDULE 1</u>.....</b>	<b>7</b>
	<b><u>SCHEDULE 2</u>.....</b>	<b>7</b>

THIS DEED is made on the 30<sup>th</sup> day of NOVEMBER 2005

**BETWEEN**

**Healthtronics Limited** (ACN 009 220 366) of Unit 26, 443 Albany Highway, Victoria Park 6010, Western Australia, Australia  
("Patentee")

WESTERN AUSTRALIA STAMP DUTY  
06/12/05 10:25 002466204-001  
DUP \$ \*\*\*\*\* 5.00  
0/5 \$ \*\*\*\*\*20.00

**AND**

**Healthtronics Sunsafe Pty Ltd** (ACN 116 149 154) of Unit 26, 443 Albany Highway, Victoria Park 6010, Western Australia, Australia  
("Assignee")

**RECITALS:**

- A. The Patentee is the owner of certain Intellectual Property.
- B. The Assignee has offered to purchase the Intellectual Property and the Patentee has agreed to assign the Intellectual Property to the Assignee.

**THIS DEED WITNESSES** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

**"Assigned Patents"** means the patents and patent applications listed in Schedule 1 and any other invention recorded therein that is to be the subject of a patent application.

**"Confidential Information"** includes, without limitation, trade secrets, know-how, proprietary information rights and any other rights in proprietary information that is, by virtue of its nature, confidential and whether presented in documentary, verbal or other form.

**"Designs"** means all designs, whether registered, unregistered or the subject of a design application, which includes, without limitation, divisionals.

**"Intellectual Property"** means:

- (a) the Assigned Patents; and
- (b) all rights to claim priority from all applications or registrations referred to in paragraph (a),

within the Territory.

**“Intellectual Property Rights”** includes, without limitation, rights relating to or known as:

- copyright;
- Patents;
- utility models;
- Confidential Information;
- Designs;
- Trade Marks;
- circuit layout rights and other rights afforded integrated circuits;
- plant breeder’s rights;
- database rights;
- performer’s rights;
- rights in domain names; and
- all other similar proprietary rights and applications for such rights,

and includes the right to sue for, and receive damages or an account of profits for, all past and future infringement of any of the foregoing.

**“Moral Rights”** includes, without limitation:

- the right of attribution;
- the right to prevent false attribution of authorship;
- the right of integrity; and
- other like rights granted to an author or other person,

in respect of a work or other subject matter in which moral rights are deemed to exist.

**“Patents”** means all patents and patent applications, which terms include, without limitation, any innovation patents, additions, divisionals, continuations, continuations-in-part, supplemental disclosures, renewals, re-issues, and registrations or extensions or special protection certificates issued in connection with any patent or patent application.

**“Technology”** includes:

- (a) the inventions the subject of the Assigned Patents; and
- (b) any and all technical data, information, materials and know-how that is needed in the practice, development or commercialisation of any and all inventions the subject of the Assigned Patents,

as exists at the date of execution of this Deed.

**“Territory”** means, collectively, the territory referred to in Schedule 2 and, separately, each of the jurisdictions that form the territory referred to in Schedule 2.

**“Third Party”** means any person other than the Patentee or the Assignee.

**“Trade Marks”** means all trade and service marks, whether registered, unregistered or the subject of a trade or service mark application, which includes, without limitation, divisionals, certification marks, collective marks and defensive marks.

## 1.2 Interpretation

Unless the intention appears to the contrary,

- (i) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule or exhibit of or to this Deed.
- (ii) a reference to this Deed or another instrument includes any variation or replacement of any of them.
- (iii) the singular includes the plural and vice versa.
- (iv) a reference to any gender includes all genders.
- (v) a reference to a person includes a reference to the person's executors, administrators, substitutes, successors and permitted assigns.
- (vi) a covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- (vii) A covenant, representation or warranty on the part of two or more persons binds them jointly and severally.
- (viii) Headings in this Deed are for convenience only and do not affect the construction or interpretation of this Deed.

## 2. ASSIGNMENT OF INTELLECTUAL PROPERTY

### 2.1 Assignment of Intellectual Property

For the sum of One Dollar Australian (AU\$1.00), receipt of which is hereby acknowledged by the Patentee, the Patentee hereby sells, assigns, transfers and makes over all such right, title and interest as it may have in any of the Intellectual Property to the Assignee free of any encumbrance together with the right to apply for any Intellectual Property Rights in respect of the Technology in any jurisdiction in the Territory as the Assignee desires.

### 2.2 No Contest or Harm

- (a) The Patentee and its assigns and successors each agree not to contest in any manner the Assignee's ownership of and exclusive right to use the Intellectual Property.
- (b) The Patentee and its assigns and successors each must not do anything, or aid or assist any Third Party to do anything, that

would infringe upon, harm or contest the Assignee's rights in respect of the Intellectual Property.

- (c) Clauses (a) and (b) equally apply in respect of the rights of the Assignee's assigns and successors.

### **2.3 Acknowledgment of Right to License etc.**

The Patentee acknowledges that the Assignee may transfer, assign, license or otherwise deal with any or all of the Intellectual Property in its absolute discretion and that the Assignee is solely entitled to all proceeds derived from or received in connection with any commercialisation of the Intellectual Property accruing after the date of this Deed.

## **3. MORAL RIGHTS**

### **3.1 Specific Consents**

The Patentee hereby consents to the Assignee using any work or subject matter incorporated in or related to the Intellectual Property in which the Patentee has Moral Rights:

- (a) without acknowledging the Patentee or such other party as may have Moral Rights in the work or subject matter, as the person who has such Moral Rights; and
- (b) in any manner they see fit, including those that may breach the Patentee's or such other party's right of integrity, in particular:

### **3.2 Consent Where Not Owner**

The Patentee will obtain from any person having Moral Rights in any work or other subject matter incorporated in or related to the Intellectual Property, consent for the Assignee to use the work or other subject matter on the same terms as set out in Clause 3.1.

## **4. AUTHORITY TO EXECUTE**

Each of the parties warrants to each of the other parties that they have the authority to execute this Deed and that upon execution by that party, the provisions of this Deed are binding upon that party.

## **5. COUNTERPARTS**

This Contract may be signed in any number of counterparts which, when taken together, will constitute one instrument.

## **6. FAILURE TO EXECUTE**

Each of the parties agrees that the failure by one party to execute this Deed does not affect the ability of one signatory party to enforce the provisions of this Deed against those other parties who have executed this Deed.

**7. FURTHER ASSURANCES**

Each party must promptly do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

**8. VARIATION**

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

**9. SEVERABILITY**

If any provision of this Deed should be held to be invalid in any way or unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Deed shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

**10. SURVIVAL**

Clauses 2.2, 2.3 and 3 survive termination of this Deed.

**11. GOVERNING LAW AND JURISDICTION**

- (a) The law of the State of Western Australia governs this Deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of the State of Western Australia and the Federal Court of Australia.

**12. COSTS**

The Assignee must pay any stamp duty and registration fees payable on or in connection with this Deed and all incidental and collateral documents.



**EXECUTED** by the parties as a **DEED**

**SIGNED** by )  
**Healthtronics Limited** )  
in accordance with s.127 of the )  
*Corporations Act 2001 (Cth)* )



\_\_\_\_\_  
(Director's signature)

*MR. ANTHONY PEARSON*  
\_\_\_\_\_  
(Director's full name)

\_\_\_\_\_  
(Company Secretary's signature)

\_\_\_\_\_  
(Company Secretary's full name)

**SIGNED** by )  
**Healthtronics Sunsafe Pty Ltd** )  
in accordance with s.127 of the )  
*Corporations Act 2001 (Cth)* )



\_\_\_\_\_  
(Director's signature)

*MR. ANTHONY PEARSON*  
\_\_\_\_\_  
(Director's full name)

\_\_\_\_\_  
(Company Secretary's signature)

\_\_\_\_\_  
(Company Secretary's full name)

## Schedule 1

### Assigned Patents:

<u>Country</u>	<u>Serial No</u>	<u>Title</u>	<u>Filing Date</u>	<u>Priority Date</u>
United States	4,851,686	Ultraviolet radiation monitoring device	4 Mar 1988	26 Nov 1985

## Schedule 2

**Territory:** Worldwide