

2/6/6

03-16-2006

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103198088

T

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)

Medivive Pty Ltd ACN 103 354 007 As Trustee for the Medivive Management Trust

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

2. Name and address of receiving party(ies)

Name: Medi-Stream Pty Ltd ACN 111 815 715

Internal Address: c/o Simmonds Chartered Accountants

Street Address: Ground Floor

527 Gregory Terrace

City: Bowen Hills

State: Queensland (QLD)

Country: Australia Zip: 4006

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 21, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/535,110 (from PCT/AU03/01526, filed 11/14/2003)

B. Patent No.(s)

02/10/2006 MKAYPAGH 00000023 10535110

02 FC 8021

40.00 OP

Additional numbers attached? Yes No

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

Name: Tim Headley

Internal Address: Gardere Wynne Sewell LLP

IP Section

Street Address: 101 Elm Street, Suite 3000

City: Dallas

State: Texas Zip: 75201

Phone Number: 713 276 5320

Fax Number: 214 999 3623

Email Address: theadley@gardere.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 07-0153

Authorized User Name Tim Headley

9. Signature:

Signature

Tim Headley

Name of Person Signing

2-6-06
Date

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**MEDIDIVE PTY LTD
MEDI-STREAM PTY LTD**

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY**

HUNT & HUNT
Lawyers
Level 23
Central Plaza Two
66 Eagle Street
BRISBANE 4000
Telephone: 3231 2444
Facsimile: 3221 4356
www.hunthunt.com.au

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

PARTIES

MEDIDIVE PTY LTD ACN 103 354 007 AS TRUSTEE FOR THE MEDIDIVE MANAGEMENT TRUST of c/ Simmonds Chartered Accountants, Ground Floor, 527 Gregory Terrace, Bowen Hills, QLD 4006 (**"Assignor"**)

AND

MEDI-STREAM PTY LTD ACN 111 815 715 of c/ Simmonds Chartered Accountants, Ground Floor, 527 Gregory Terrace, Bowen Hills, QLD 4006 (**"Assignee"**)

BACKGROUND

- A. The Assignor was the owner of the Intellectual Property.
- B. The Assignor agreed to assign the Intellectual Property to the Assignee on 21 January 2005, on the terms and conditions of this Deed.
- C. The parties wish to execute this Deed to evidence the terms and conditions of the assignment.

AGREEMENTS

1. DEFINITIONS

In this Agreement, unless the contrary intention appears:

"Assignment" means the assignment of Intellectual Property pursuant to this deed;

"Consideration" means the consideration as contained in the Schedule;

"Duty" means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes, without limitation, any interest, fine, penalty, charge or other amount imposed in respect of the above, but excludes any Tax;

"GST" has the same meaning as in the GST Act;

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999*;

"Intellectual Property" means all trade secrets, copyright, trade mark, design, patent, semi-conductor, plant breeders' rights or circuit layout rights; trade, business, company or domain names; any right to have confidential information kept confidential; other proprietary rights; or any rights to registration of such rights in relation to the Products (and without limiting the generality of the above, includes the Patents) existing anywhere in the world, whether created before, on or after the date of this Deed;

"Patents" means all of the patents contained in the Schedule;

"Products" means all of the products contained in the Schedule;

"Schedule" means the schedule to this Deed;

"Taxable Supply" has the same meaning as in the GST Act;

"Tax Invoice" has the same meaning as in the GST Act.

2. ASSIGNMENT

2.1 The Assignor assigned all of its right, title and interest in the Intellectual Property to the Assignee on 21 January 2005.

2.2 The Assignee paid the Consideration to the Assignor on 21 January 2005.

3. EXTENT OF ASSIGNMENT

3.1 The Assignment is absolute, worldwide and includes Intellectual Property in any future editions, modifications, enhancements, new releases, variations, new versions and upgrades of the Products created by the Assignor.

4. ASSIGNOR'S RIGHTS

4.1 The Assignor acknowledges that its right to make any use of the Products or the Intellectual Property, whether for development, commercial or personal use, is dependent upon the granting of an express licence by the Assignee, the granting (and terms) of which shall be at the sole discretion of the Assignee.

5. CONFIDENTIALITY

5.1 The Assignor and the Assignee acknowledge the confidential nature of the Intellectual Property. The Assignor and Assignee agree to ensure that such information is kept confidential and shall not be disclosed to a third party without the written permission of the Assignee.

6. BENEFIT OF ASSIGNMENT

6.1 This Deed shall enure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns or receivers.

7. GOVERNING LAW

7.1 This Deed will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

8. FURTHER ASSURANCES

8.1 Each party must do all things necessary to give full effect to this Deed and the transactions contemplated by this Deed.

8.2 Without limiting the generality of clause 8.1, upon the written request of the Assignee, the Assignor will execute any document reasonably required to register any Intellectual Property in any jurisdiction.

9. WARRANTIES

9.1 The Assignor warrants to the Assignee that:

- (a) The Intellectual Property is free from encumbrances;
- (b) The Assignor is free, and has the power, to enter this Deed; and
- (c) To the best of its knowledge, the Intellectual Property and the Products themselves, do not infringe the Intellectual Property of any third party anywhere in the world.

10. DUTY AND GST

10.1 The Assignee must pay any Duty in respect of the execution, delivery and performance of this Deed.

10.2 The Consideration has been fixed without regard to the impact of GST.

10.3 If all or part of the consideration is or is deemed to be consideration for a Taxable Supply, the GST payable in respect of that consideration must be paid to the Assignor as an additional amount either on the due date for payment of the consideration or on the date on which the Assignor delivers a Tax Invoice in respect of the relevant Taxable Supply, whichever occurs last.

SCHEDULE

Consideration	568,266 ordinary shares in MediStream Pty Ltd issued to Medidive Pty Ltd as Trustee for the Medidive Management Trust
Patents	<p>Australian Provision Patent Application "Drug Delivery Device and Method for Use with an Air Stream", Australian Application Number 2002952707, Applicant: David Peter Wharton, Filing Date 15 November 2002</p> <p>Australian Provisional Patent Application "Drug Delivery Device and Method", Australian Application Number 2003903586, Applicant: David Peter Wharton, Filing Date 11 July 2003</p> <p>Australian Provisional Patent Application "Medication Holder", Australian Application Number 2003905192, Applicant: David Peter Wharton, Filing Date 24 September 2003</p> <p>International Patent Application Number PCT/AU03/01526, "Drug delivery device and method", Filing Date 25 November 2003</p> <p>Australian Provisional Patent Application, "Medication Holder", Australian Application Number 2004901625, Applicant: David Peter Wharton, Filing Date 26 March 2004</p> <p>International Patent Application Number PCT/AU04/01316, "Medication Holder", Applicants: David Peter Wharton & Ben Huber (for the USA only), Filing Date: 24 September 2004</p>
Products	<p>Pain Relief Device "PRD"</p> <p>Active Sports Unit "ASU"</p> <p>Asthma Freedom Snorkel "AFS"</p> <p>Medidive Scuba Regulator</p> <p>Self Contained Breathing Apparatus Unit "SCBA Unit"</p>

SIGNED AS A DEED on 21st January 2005.

SIGNED SEALED AND DELIVERED on behalf of MEDIDIVE PTY LTD ACN 103 354 007 AS TRUSTEE FOR THE MEDIDIVE MANAGEMENT TRUST in accordance with its Constitution by a director and a director/secretary in the presence of:

[Handwritten signature]

Director

DAVID PETER WARKEN

Name of Director (print)

[Handwritten signature]

Witness

GARIN JAWN BRAUN

Name of Witness (print)

Director/Secretary

Name of Director/Secretary (print)

SIGNED SEALED AND DELIVERED on behalf of MEDI-STREAM PTY LTD ACN 111 815 715 in accordance with its Constitution by a director and a director/secretary in the presence of:

[Handwritten signature]

Director

DAVID PETER WARKEN

Name of Director (print)

[Handwritten signature]

Witness

GARIN JAWN BRAUN

Name of Witness (print)

Director/Secretary

Name of Director/Secretary (print)