

REC

04-10-2006



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PTO 24 MAR 2006

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To the Director of the U.S. Patent and Trad

attached documents or the new address(es) below.

1. Name of conveying party(ies)

MEDIDIVE PTY LTD ACN 103 354 007  
c/ Simmonds Chartered Accountants, Ground Floor  
527 Gregory Terrace  
Bowen Hills, QLD 4006 AUSTRALIA

Additional name(s) of conveying party(ies) 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 \_\_\_\_\_

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: QLD

Country: Australia Zip: 4006

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

4. Application or patent number(s):

A. Patent Application No.(s)

Australian Patent Application No. 2003905192  
Australian Patent Application No. 2004901625  
PCT Application No. PCT/AU04/001316

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: E. Nair Flores, Esq.

Internal Address: Greenberg Traurig, LLP

Street Address: 2450 Colorado Avenue, Suite 400E

City: Santa Monica

State: California Zip: 90404

Phone Number: (310) 586-6511

Fax Number: (310) 586-0511

Email Address: floresn@gtlaw.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 50-2638

Authorized User Name E. Nair Flores

9. Signature:

E. Nair Flores  
Signature

March 24, 2006  
Date

E. Nair Flores, Esq.  
Name of Person Signing

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

04/05/2006 GFREY1 00000067 502638 10573344  
05 FC:8021 40.00 DA

**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](http://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 &amp; 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 21<sup>st</sup> 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 WARDEN*

Name of Director (print)

*[Handwritten signature]*  
Witness

*GRAHAM JOHN BEARD*

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 WARDEN*

Name of Director (print)

*[Handwritten signature]*  
Witness

*GRAHAM JOHN BEARD*

Name of Witness (print)

Director/Secretary

Name of Director/Secretary (print)

Patent Recordation Form (continued)

2.) Name of Conveying Parties:

2.) HUBER, Ben

Unit 3, 23 Wongara Street  
Clayfield 4011 Queensland  
AUSTRALIA

3.) EMU Design (QLD) PTY LTD ACN 100 006 120

Level 2, 47 Warner Street  
Fortitude Valley  
Queensland  
Australia



**DAVID WHARTON  
BEN HUBER  
EMU DESIGN (QLD) PTY LTD  
MEDIDIVE 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](http://www.hunthunt.com.au)

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

### PARTIES

**DAVID WHARTON** of 18 Port Drive, Banksia Beach, Queensland ("**WHARTON**"),

**AND**

**BEN HUBER** of Unit 3, 23 Wongara Street, Clayfield, Queensland ("**HUBER**")

**AND**

**EMU DESIGN (QLD) PTY LTD ACN 100 006 120** of Level 2, 47 Warner Street, Fortitude Valley ("**EMU**")

**AND**

**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 ("**Assignee**")

### BACKGROUND

- A. Wharton invented the subject matter of Australian Patent Application Number 2002952707 and assigned this to the Assignee on 11 February 2003 for the consideration of \$1950.00.
- B. Since 13 January 2003 Wharton has been an employee of the Assignee and any intellectual property created by Wharton in the course of his employment has been created on behalf of the Assignee.
- C. Emu and Huber were (and continue to be) engaged by the Assignee to create certain intellectual property on the basis that any intellectual property created by Emu or Huber during their engagement has been created on behalf of the Assignee. Between 9 May 2003 and 28 January 2005 the Assignee paid to Emu (of which Huber is an employee) consideration of \$121240.36 in relation to their engagement.
- D. The parties wish to execute this Deed to evidence the terms and conditions of the assignment of the Intellectual Property.

### AGREEMENTS

#### 1. DEFINITIONS

In this Agreement, unless the contrary intention appears:

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

"**Assignors**" means Wharton, Huber and Emu collectively;

"**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 Assignors have previously agreed to assign all of their right, title and interest in the Intellectual Property to the Assignee.

2.2 Notwithstanding clause 2.1, to the extent that the Assignors have any right, title and interest in the Intellectual Property as at the date of this Deed, the Assignors assign all of their right title an interest in the Intellectual Property to the Assignee as of the date of this Deed.

## 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 Assignors.

## 4. ASSIGNORS' RIGHTS

4.1 The Assignors acknowledge that their 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 Assignors and the Assignee acknowledge the confidential nature of the Intellectual Property. The Assignors 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 Assignors will execute any document reasonably required to register any Intellectual Property in any jurisdiction.

## 9. WARRANTIES

9.1 The Assignors jointly and severally warrant to the Assignee that:

- (a) The Intellectual Property is free from encumbrances;
- (b) The Assignors are free, and have the power, to enter this Deed; and
- (c) To the best of their 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 Assignors as an additional amount either on the due date for payment of the consideration or on the date on which the Assignors deliver a Tax Invoice in respect of the relevant Taxable Supply, whichever occurs last.

## 11. JOINT AND SEVERAL

11.1 An obligation of two or more persons (including where one party comprises of two individuals) under this document binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this document will enure for the benefit of those persons jointly and severally.

**SCHEDULE**

**Patents**

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

Australian Provisional Patent Application  
"Drug Delivery Device and Method",  
Australian Application Number  
2003903586, Applicant: David Peter  
Wharton, Filing Date 11 July 2003

Australian Provisional Patent Application  
"Medication Holder", Australian  
Application Number 2003905192,  
Applicant: David Peter Wharton, Filing  
Date 24 September 2003

International Patent Application  
Number PCT/AU03/01526, "Drug  
delivery device and method", Filing  
Date 25 November 2003

Australian Provisional Patent Application,  
"Medication Holder", Australian  
Application Number 2004901625,  
Applicant: David Peter Wharton, Filing  
Date 26 March 2004

International Patent Application Number  
PCT/AU04/01316, "Medication Holder",  
Applicants: David Peter Wharton & Ben  
Huber (for the USA only), Filing Date: 24  
September 2004

**Products**

Pain Relief Device "PRD"

Active Sports Unit "ASU"

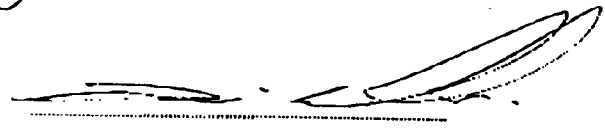
Asthma Freedom Snorkel "AFS"

Medidive Scuba Regulator

Self Contained Breathing Apparatus Unit  
"SCBA Unit"

SIGNED AS A DEED on 21<sup>st</sup> January 2005.

SIGNED SEALED AND )  
DELIVERED by DAVID )  
WHARTON in the presence of: )



.....  
Witness

GARVIN JOHN BRAEN  
Name of Witness (print)

SIGNED SEALED AND )  
DELIVERED by BEN HUBER in )  
the presence of: )



.....  
Witness

ADAM DOYLE  
Name of Witness (print)

SIGNED SEALED AND DELIVERED on )  
behalf of EMU DESIGN (QLD) PTY LTD )  
ACN 100 006 120 in accordance with its )  
Constitution by a director and a )  
director/secretary in the presence of: )

.....  
Director

...SEAN HARTSHORN  
Name of Director (print)

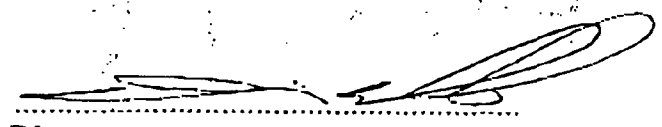
.....  
Witness

ADAM DOYLE  
Name of Witness (print)

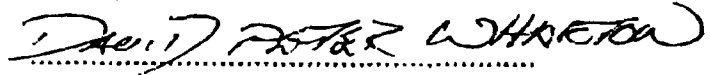
.....  
Director/Secretary

.....  
Name of Director/Secretary (print)

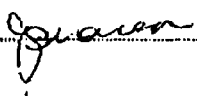
**SIGNED SEALED AND DELIVERED** on )  
behalf of **MEDIDIVE PTY LTD ACN 103** )  
**354 007 AS TRUSTEE FOR THE** )  
**MEDIDIVE MANAGEMENT TRUST** in )  
accordance with its Constitution by a director )  
and a director/secretary in the presence of: )



.....  
Director



.....  
Name of Director (print)

.....  
Witness 

.....  
**GAVIN JOHN BEVAN**

.....  
Name of Witness (print)

.....  
Director/Secretary

.....  
Name of Director/Secretary (print)

RECORDATION FORM COVER SHEET

PATENTS ONLY

10/573344

Rec'd PCT PTO 34 MAR 2006

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)

1.) WHARTON, David Peter  
26 Catamaran Court, Banksia Beach  
Bribie Island  
Queensland 4507 AUSTRALIA

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

2. Name and address of receiving party(ies)

Name: MEDIDIVE PTY LTD ACN 103 354 007

Internal Address: c/o Simmonds Chartered Accountants

Street Address: 527 Gregory Terrace

City: Bowen Hills, QLD 4006

State: QLD

Country: Australia

Zip: \_\_\_\_\_

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

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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)

Australian Patent Application No. 2003905192  
Australian Patent Application No. 2004901625  
PCT Application No. PCT/AU04/001316

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: E. Nair Flores, Esq.

Internal Address: Greenberg Traurig, LLP

Street Address: 2450 Colorado Avenue, Suite 400E

City: Santa Monica

State: California

Zip: 90404

Phone Number: (310) 586-6511

Fax Number: (310) 586-0511

Email Address: floresn@gtlaw.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 50-2638

Authorized User Name E. Nair Flores

9. Signature:

*E. Nair Flores*  
Signature

March 24, 2006

Date

E. Nair Flores, Esq.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

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

04/05/2006 GFREY1 00000067 502638 10573344

06 FC:8021 40.00 DA