

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

QUANTUM PRECISION INSTRUMENTS PTY LTD.

Additional conveying party(ies)

NO

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

**QUANTUM PRECISION INSTRUMENTS
ASIA PTE LTD.
65 Chulia Street
#49-02 OCBC Centre
Singapore 049513 SINGAPORE**

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

March 8, 2006

Additional name(s) & address(es) attached?

NO

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

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

A. Patent Application Number(s):

B. Patent Number(s):

6,707,308

Additional numbers attached? NO

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

**Michael D. Kaminski
FOLEY & LARDNER LLP
Washington Harbour
3000 K Street NW, Suite 500
Washington, D.C. 20007-5143**

6. Total number of applications/patents involved:

1

7. Total fee (37 C.F.R. § 3.41):

\$40.00

Check Enclosed

Authorized to be charged to credit card

☒ Authorized to be charged to deposit account

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit account number **19-0741**
Authorized User Name

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Howard N. Shipley

Reg. No. 39,370

Name of person signing

Signature

August 22, 2006

Date

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

CH \$40.00 190741 6707308

**Deed of Assignment of Patents
(Group 1 - United States of America)**

THIS DEED of assignment is made on the *8th* day of *March* 2006

BETWEEN: Quantum Precision Instruments Pty Ltd, (A.B.N. 39 088 879 798)
Of principle place of business, 69 Alma Street, WEST FOOTSCRAY, Victoria 3012
AUSTRALIA,

('the assignor') of the first part

AND: Quantum Precision Instruments Asia Pte Ltd
Company No.: 200415706Z of 1 Raffles Place, #21-01 OUB Centre,
Singapore 048616 SINGAPORE

('the assignee') of the second part

RECITALS

- A. The assignor has current patent applications or registrations in the countries of the territory.
- B. The assignor has agreed to assign, transfer and set over to the assignee all its, right title and interest in and to the patents including the right to apply for or obtain corresponding letters patent in any country or region of the territory.

NOW THIS DEED WITNESSES as follows:

- 1. (1) In this deed the following definitions shall apply:
'The patents' means the patents and patent applications particularised in Schedule 1;
'The territory' means the countries particularised in Schedule 1.
- (2) A reference to persons shall include corporations; words including singular number shall include plural number and vice versa; words including a gender shall include all other genders.
- (3) A reference in this deed to a statute or section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to or incorporating any of its provisions.
- 2. As consideration for the payment by the assignee to the assignor of the sum of AUD \$10 and other good and valuable consideration (the receipt of which is hereby acknowledged) the assignor assigns to the assignee:
 - (1) all the benefit of the patents and all rights arising from them in the territory together with;

- (2) all corresponding rights obtainable in the territory in respect of the inventions the subject of the patents and in the priority dates of the patents; and
 - (3) all know-how and technical information relating to the patents; and all rights, powers, liberties, and immunities arising or to arise from any applications and from any letters patent granted in relation to the patents to hold unto the assignee absolutely from the date of this deed.
3. The assignor undertakes at the expense of the assignee to do all acts and execute all documents necessary or desirable for effecting the title of the assignee to the patents and in case of default the assignor hereby appoints the assignee as his attorney for such purpose.
4. All fees, costs and expenses incurred by the assignor in connection with enabling the assignee to be registered as the sole owner of the patents shall be borne and paid by the assignee.
5. All stamp duty and other governmental charges payable in respect of this deed shall be paid by the assignee.
6. The assignor agrees to deliver up to the assignee on request all certificates of title, papers, plans, reports and items in relation to all the rights agreed to be assigned pursuant to clause 2.
7. The assignor represents, warrants and undertakes to the assignee that to the best of its knowledge:
 - (1) neither the execution of this deed nor the performance by the assignor of its obligations will cause the assignor to be in breach of any agreement to which it is a party or is subject;
 - (2) each of the patents is presently subsisting, and the particulars of each as set out in Schedule 1 are true and correct;
 - (3) the assignor has full right and title to the patents;
 - (4) the assignor is entitled to make all patent applications which it has made and none of the inventions which is the subject of any such application is part of the state of the art;
 - (5) all patent applications (comprised in the patents) have been made in the prescribed form and the prescribed manner;
 - (6) the assignor has not granted any licences or other user rights to any person in relation to any rights, title or interest in the patents, or the inventions the subject of the patents in the territory;
 - (7) the assignor has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over the assignor's rights, title and interest in the patents;

- (8) the use by the assignee and any sub-licensee of the assignee of the patents will not infringe any patent, trade mark, registered design, copyright or similar or other industrial commercial property rights of any person nor give rise to payment by the assignee or any sublicensee of the assignee of any royalty to any third party or to any liability to pay compensation;
 - (9) the assignee shall have and enjoy quiet possession of the patents uninterrupted by the assignor or any person claiming under the assignor; and
 - (10) the assignor is not aware of any fact by which the patents may be declared invalid, or any claim by which the patent should be amended.
8. The assignor will indemnify and at all times hold the assignee fully and effectively indemnified against any losses, costs, actions, claims, demands, expenses, judgements, court orders or other liabilities arising directly or indirectly out of or in connection with:
- (1) any breach by the assignor of any of the representations, warranties or undertakings contained in clause 7;
 - (2) any claim or action against the assignee by any sub-licensee of the assignee resulting from any breach of this deed by the assignor; and
 - (3) any claim made or threatened, whether by legal proceedings or otherwise, against the assignee by a third party on the ground that by virtue of rights to which such third party lays claim under letters patent or copyright (whether registered as a design or not) or any other similar right or claim including (but without limitation) rights arising from the disclosure under cover of confidence such third party is entitled to prevent or interfere with the free use of any or all of the patents by the assignee pursuant to this deed AND so that this indemnity will further extend to any claim against the assignee by its customers or sublicensees in respect of any similar loss or injury and court fees and expenses of damages and costs and loss or injury suffered by compliance with an injunction ordered on the part of such customer or sub-licensee.
9. (1) All notices shall be in writing and shall be given by any one of the following means:
- (a) by delivering it to the address of the party on a business day during normal business hours;
 - (b) by sending it to the address of the party by pre-paid airmail post or if airmail post is not available by ordinary post; or
 - (c) by sending it by facsimile transmission to the facsimile number of the party and on the next business day giving it by either of the means set forth in sub-clause (a) or (b) above.

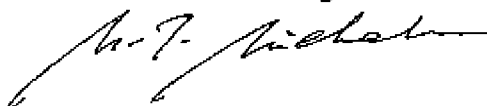
- (2) A notice shall be deemed to be given and received:
- (a) if given in accordance with sub-clause 9(1)(a) on the next business day after the day of delivery;
 - (b) if given in accordance with sub-clause 9(1)(b) five (5) clear business days after the day of posting; and
 - (c) if given in accordance with sub-clause 4(1)(c) on the next business day after transmission.
10. This Deed is entered into in the State of Victoria, Australia, and is governed by and is to be construed according to the laws of Victoria, Australia.

SCHEDULE 1

Country	Patent /Patent Application Number	Date Filed
United States of America	Patent No. 6,707,308 (patent granted)	7 September 1999

Signed sealed and delivered on behalf of the Assignor of the

first part: Signature:



 DIRECTOR

Name of Signatory:

Dr Marek T. Michalewicz

Title:

Director of
Quantum Precision Instruments Pty Ltd

Affix company seal:

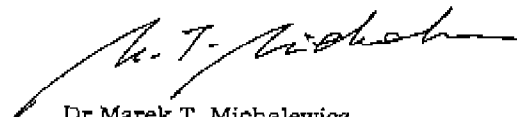



In the presence of: Signature of Witness: Name of Witness:



Signed sealed and delivered on behalf of the Assignee of the second

part: Signature:



 DIRECTOR

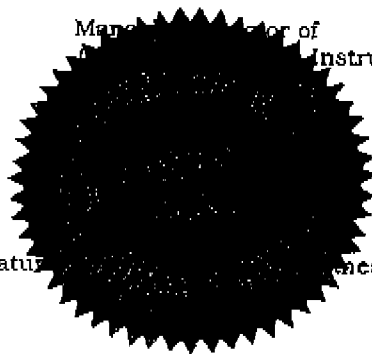
Name of Signatory:

Dr Marek T. Michalewicz

Title:

Managing Director of
Quantum Precision Instruments Asia Pte Ltd

Affix company seal:



In the presence of Signatur Name of Witness:

