

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	11/22/2006
CONVEYING PARTY DATA	
Name	Execution Date
SCOTT DIBBEN PTY LIMITED	11/22/2006
RECEIVING PARTY DATA	
Name:	VISIONED GROUP LIMITED
Street Address:	Level 1, The Old Swan Brewery
Internal Address:	173 Mounts Bay Road
City:	Perth, Western Australia
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5385140
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Sterne, Kessler, Goldstein & Fox PLLC
Address Line 1:	1100 New York Avenue, N.W.
Address Line 2:	Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	1033.0140001
NAME OF SUBMITTER:	Edward J. Kessler

Total Attachments: 23

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PATENT

REEL: 019407 FRAME: 0793

500294448

OP \$40.00 5385140

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*Admitted only in Maryland
*Admitted only in Virginia
*Practice Limited to
Federal Agencies

June 12, 2007

WRITER'S DIRECT NUMBER:

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INTERNET ADDRESS:

EKESSLER@SKGF.COM

Director of the United States Patent
and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Mail Stop Assignment Recordation Services

Re: U.S. Patent No. 5,385,140; Issued: January 31, 1995
(U.S. Application No. 08/132,226; Filed: October 6, 1993)
For: **Aerosol Inhalation Device**
Inventor: Collin M. SMITH
Our Ref: 1033.0140001

Sir:

Applicant(s) submits the following documents for appropriate action by the U.S. Patent and Trademark Office:

1. Electronic Authorization for Credit Card Payment in the amount of **\$40.00** to cover recordation fee(s) (37 C.F.R. § 1.21);
2. Recordation Form Cover Sheet (Form PTO-1595);
3. **Assignment to VISIOMED GROUP LIMITED**, official recordation and return of which are respectfully requested; and

The above-listed documents are filed electronically through EFS-Web.

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Edward J. Kessler
Attorney for Applicant
Registration No. 25,688

EJK/jdp
Enclosures

686344.v1
Sterne, Kessler, Goldstein & Fox P.L.L.C. : 1100 New York Avenue, NW : Washington, DC 20005 : 202.371.2600 f 202.371.2540 : www.sksgf.com

PATENT

REEL: 019407 FRAME: 0795

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)

SCOTT DIBBEN PTY LIMITED
92 Darby Street
Cooks Hill, New South Wales 2300
AUSTRALIA

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

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

Execution Date(s) November 22, 2006

- ☒ 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: VISIONED GROUP LIMITED

Internal Address: _____

Street Address: Level 1, The Old Swan Brewery
173 Mounts Bay Road

City: Perth

State: Western Australia

Country: AUSTRALIA Zip: _____

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

08/132,226

B. Patent No.(s)

5,385,140

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o

Street Address: 1100 New York Avenue, N.W.

City: Washington

State: D.C. Zip: 20005-3934

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

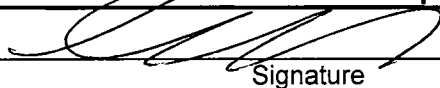
8. Payment Information

a. Credit Card Last 4 Numbers 1005
Expiration Date 08/2009

b. Deposit Account Number 19-0036

Authorized User Name _____

9. Signature:



Signature

June 12, 2007

Date

Edward J. Kessler
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 22

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

SCOTT DIBBEN PTY LIMITED

VISIONED GROUP LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

"I Sean Wu, Solicitor.....certify
this to be a true and correct
copy of the Original
Document".



Blakiston & Crabb
Solicitors
1202 Hay Street
WEST PERTH WA 6005
Tel: (08) 9322 7644
Fax: (08) 9322 1506
Ref: STW.MC.VSG/13406

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made 22 November 2006.

BETWEEN:

SCOTT DIBBEN PTY LIMITED ACN 003 771 846 of 42 Union Street, Wickham, New South Wales, Australia and having its registered office at 92 Darby Street, Cooks Hill, New South Wales 2300, Australia, being *formerly* located at located at Cnr King and Darby Streets Newcastle, New South Wales, Australia ("Assignor");

AND

VISIOMED GROUP LIMITED ACN 003 010 580 of Level 1, The Old Swan Brewery, 173 Mounts Bay Road, Perth, Western Australia ("Assignee").

RECITALS:

- A. The Assignor is the owner of the Intellectual Property.
- B. The Assignor has agreed to assign to the Assignee all of its rights, interests and title in the Intellectual Property.

AGREED as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1 In this Deed unless the context otherwise requires:

"Business" means the business conducted by the Assignor for the manufacture, distribution, licensing and sale of the "Breath-A-Tech" asthma spacer and ancillary parts and associated products;

"Deed" means this deed of assignment;

"Effective Date" means the date that this Deed is signed by both parties;

"Intellectual Property" means the patents listed in the Schedule of Patents affixed hereto and including the invention described in the specification of those patents listed in the Schedule of Patents (hereinafter "The Invention") and the trade mark listed in the Schedule of Trade Marks affixed hereto; and

"Party" means a party to this Deed and "Parties" has a corresponding meaning.

- 1.2 In this Deed, unless the context otherwise requires:

- (a) words importing:

- (i) the singular include the plural and vice versa; and
- (ii) any gender include the other gender;
- (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (c) the reference to a clause or schedule or attachment is a reference to a clause or schedule or attachment to this Deed;
- (d) a reference to:
 - (i) a person includes a corporation;
 - (ii) a person includes the legal personal representatives, successors and assigns of that person;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;
 - (iv) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the Parties;
 - (v) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
 - (vi) times is to local time in Australian Western Standard Time;
 - (vii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one of more of them;
 - (viii) a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next calendar month but if a corresponding day does not occur in the next calendar month the period will end on the last day of that next calendar month;
 - (ix) a right includes a remedy, authority of power; and
- (e) where time is to be reckoned by reference to a day or event, that day or the day of that event is excluded.

1.3 In this Deed, headings are for convenience of reference only and do not affect interpretation.

- 1.4 In the interpretation of this Deed, no rules of construction shall apply to the disadvantage of one Party on the basis that that Party put forward this Deed or any part of this Deed.

2. ASSIGNMENT

- 2.1 The Assignor is the registered owner of the Intellectual Property or otherwise has rights in the Intellectual Property.
- 2.2 The Assignee is desirous of acquiring the Assignor's interests in, to and under the Intellectual Property.
- 2.3 This Assignment witnesses that, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration agreed between the parties, the receipt of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to the Assignee the exclusive rights, titles and interests to have and to hold, use, exercise and enjoy the Intellectual Property and any additional patent or patent application filed in respect of The Invention in accordance with any International conventions or national patent law.

3. ASSIGNOR'S UNDERTAKINGS

The Assignor undertakes at the expense of the Assignee to do all acts and execute all documents reasonably necessary or desirable for giving the Assignee the full benefit of this Agreement.

4. NO WARRANTIES

To the fullest extent permitted by law, the Assignor excludes from this Agreement all warranties (express or implied) in relation to the Intellectual Property.

5. REGISTRATION

All fees, costs and expenses incurred by the Assignor in connection with enabling the Assignee to be registered as the sole owner of the Intellectual Property must be paid by the Assignee.

6. NOTICES

- 6.1 A notice, approval, consent or other communication pursuant to this Deed:
- (a) must be in writing; and
 - (b) must be left at the address of the addressee or sent by prepaid ordinary post or if by facsimile to the facsimile of the addressee;

Assignee:

Name: Visionmed Group Limited
Attention: Chief Executive Officer
Address: Level 1, The Old Swan Brewery
173 Mounts Bay Road
Perth, Western Australia
Facsimile: (08) 9485 0602

Assignor:

Name: Scott Dikken Pty Limited
Attention: Philip Dikken
Address: PO Box 153
Kotara NSW 2289
Facsimile: (02) 4956 1798

- 6.2 Any Party may be entitled to change such address for notices by giving written notice to that effect to the other.
- 6.3 A letter or facsimile is taken to be received:
- (a) in the case of a posted letter sent to an address in Australia, on the third Business Day after posting and for addresses outside of Australia on the fifth Business Day after posting; and
 - (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety in an error free form to the facsimile number of the recipient notified for the purpose of this clause but if a communication to Party is received by a Party:
 - (i) after 5:00 pm; or
 - (ii) on a day which is not a Business Day,
- that Party will be deemed to have been received it at the commencement of the next Business Day.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Deed is governed by the law in force in Western Australia.

- 7.2 Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them. Each Party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

8. GENERAL

- 8.1 No variation to this Deed or waiver of any provision hereof is enforceable by a Party unless evidenced in writing under seal or signature by a duly authorised representative on behalf of the other Parties.
- 8.2 A Party may exercise a right, power of remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power of remedy by a Party does not prevent a further exercise of that or any other right, power or remedy. Failure by a Party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
- 8.3 The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.
- 8.4 Each Party must pay their own costs with respect to drawing, settling, and execution of this Deed.
- 8.5 This Deed may be executed by a number of counterparts and each counterpart will be deemed to form the one Deed.

EXECUTED as a Deed.

SIGNED for and on behalf of)
SCOTT DIBBEN PTY LIMITED)
by Philip Dibben as its Attorney)
under a Power of Attorney dated)
28 September 2006 and the Attorney)
declares that the Attorney has not)
received notice of the revocation)
of such Power of Attorney in the)
presence of:)

Jane Gilchrist) *Philip Dibben*
Witness) Attorney
Jane Gilchrist) PHILIP J DIBBEN
Print name) Print name

EXECUTED at NEWCASTLE, Australia
(place of execution)

SIGNED for and on behalf of
VISIONED GROUP LIMITED
by authority of its Directors in
accordance with section 127 of
the Corporations Act

)
)
)
)
)

William F. Dolphin
Chief Executive Officer

Secretary/Director

Print name

EXECUTED at _____, Australia
(place of execution)

SCHEDULE OF PATENTS

JURISDICTION	FILING DATE	APPLICATION / PATENT NO.
Australia	May 14, 1991	Application No. PK6139
Australia	May 7, 1992	Patent No. 651882
Belgium	May 8, 1992	Patent No. 0514085
Canada	May 11, 1992	Patent No. 2,068,360
Denmark	May 8, 1992	Patent No. 0514085
France	May 8, 1992	Patent No. 0514085
Germany	May 8, 1992	Patent No. 69220618-3
Hong Kong	December 31 1997	Patent No. 1001491
Italy	May 8, 1992	Patent No. 0514085
Japan	May 13, 1992	Patent No. 3246945
New Zealand	May 8, 1992	Patent No. 242663
Spain	May 8, 1992	Patent No. 0514085
Sweden	May 8, 1992	Patent No. 0514085
Switzerland	May 8, 1992	Patent No. 0514085
Netherlands	May 8, 1992	Patent No. 0514085
United Kingdom	May 8, 1992	Patent No. 0514085
United States of America	October 6, 1993	Appl'n No.08/132,226 (US Pat. No. 5,385,140)

SCHEDULE OF TRADE MARK

JURISDICTION	TRADE MARK	REGISTRATION NO.	INTERNATIONAL CLASS
Australia	BREATH-A-TECH (stylised word)	979230	10

SCOTT DIBBEN PTY LIMITED

VISIONED GROUP LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

"I, Sean Wu, Solicitor certify
this to be a true and correct
copy of the Original
Document".



Blakiston & Crabb
Solicitors
1202 Hay Street
WEST PERTH WA 6005
Tel: (08) 9322 7644
Fax: (08) 9322 1506
Ref: STW.MC.VSG/13406

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AND

VISIONED GROUP LIMITED ACN 003 010 580 of Level 1, The Old Swan Brewery, 173 Mounts Bay Road, Perth, Western Australia ("Assignee").

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- B. The Assignor has agreed to assign to the Assignee all of its rights, interests and title in the Intellectual Property.

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 - (i) a person includes a corporation;
 - (ii) a person includes the legal personal representatives, successors and assigns of that person;
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Name: Visiomed Group Limited
Attention: Chief Executive Officer
Address: Level 1, The Old Swan Brewery
173 Mounts Bay Road
Perth, Western Australia
Facsimile: (08) 9485 0602

Assignor:

Name: Scott Dibben Pty Limited
Attention: Philip Dibben
Address: PO Box 153
Kotara NSW 2289
Facsimile: (02) 4956 1798

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 - (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety in an error free form to the facsimile number of the recipient notified for the purpose of this clause but if a communication to Party is received by a Party:
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- 8.3 The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.
- 8.4 Each Party must pay their own costs with respect to drawing, settling, and execution of this Deed.
- 8.5 This Deed may be executed by a number of counterparts and each counterpart will be deemed to form the one Deed.

EXECUTED as a Deed.

SIGNED for and on behalf of)
SCOTT DIBBEN PTY LIMITED)
by authority of its Directors in)
accordance with section 127 of)
the Corporations Act)

Philip John Dibben
Director


Secretary/Director

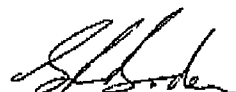
Print name

EXECUTED at _____, Australia
(place of execution)

SIGNED for and on behalf of
VISIONED GROUP LIMITED
by authority of its Directors in
accordance with section 127 of
the Corporations Act

)
)
)
)
)


William F. Dolphin
Chief Executive Officer


Secretary/Director

GRAEME R BODEN
Print name

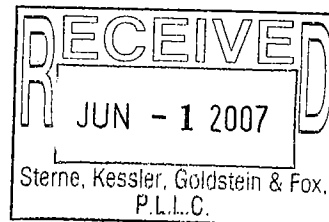
EXECUTED at PERTH Australia
(place of execution)

SCHEDULE OF PATENTS

JURISDICTION	FILING DATE	APPLICATION / PATENT NO.
Australia	May 14, 1991	Application No. PK6139
Australia	May 7, 1992	Patent No. 651882
Belgium	May 8, 1992	Patent No. 0514085
Canada	May 11, 1992	Patent No. 2,068,360
Denmark	May 8, 1992	Patent No. 0514085
France	May 8, 1992	Patent No. 0514085
Germany	May 8, 1992	Patent No. 69220618-3
Hong Kong	December 31 1997	Patent No. 1001491
Italy	May 8, 1992	Patent No. 0514085
Japan	May 13, 1992	Patent No. 3246945
New Zealand	May 8, 1992	Patent No. 242663
Spain	May 8, 1992	Patent No. 0514085
Sweden	May 8, 1992	Patent No. 0514085
Switzerland	May 8, 1992	Patent No. 0514085
Netherlands	May 8, 1992	Patent No. 0514085
United Kingdom	May 8, 1992	Patent No. 0514085
United States of America	October 6, 1993	Appl'n No.08/132,226 (US Pat. No. 5,385,140)

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SCHEDULE OF TRADE MARK

JURISDICTION	TRADE MARK	REGISTRATION NO.	INTERNATIONAL CLASS
Australia	BREATH-A-TECH (stylised word)	979230	10