

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>INTERNATIONAL DIABETES INSTITUTE</td><td>05/10/2007</td></tr><tr><td>MONASH UNIVERSITY</td><td>05/10/2007</td></tr></tbody></table>	Name	Execution Date	INTERNATIONAL DIABETES INSTITUTE	05/10/2007	MONASH UNIVERSITY	05/10/2007							
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INTERNATIONAL DIABETES INSTITUTE	05/10/2007												
MONASH UNIVERSITY	05/10/2007												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>DIA-B TECH LIMITED</td></tr><tr><td>Street Address:</td><td>Suite 1.03A, Level 1</td></tr><tr><td>Internal Address:</td><td>737 Burwood Road</td></tr><tr><td>City:</td><td>Hawthorn</td></tr><tr><td>State/Country:</td><td>AUSTRALIA</td></tr><tr><td>Postal Code:</td><td>3122</td></tr></table>	Name:	DIA-B TECH LIMITED	Street Address:	Suite 1.03A, Level 1	Internal Address:	737 Burwood Road	City:	Hawthorn	State/Country:	AUSTRALIA	Postal Code:	3122	
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PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>7173012</td></tr></tbody></table>	Property Type	Number	Patent Number:	7173012									
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Patent Number:	7173012												
CORRESPONDENCE DATA													
Fax Number: (206)682-6031 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 206.622.4900													
Email: johno@seedip.com													
Correspondent Name: William T. Christiansen, Ph.D.													
Address Line 1: SEED IP LAW GROUP PLLC													
Address Line 2: 701 Fifth Avenue, Suite 5400													
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ATTORNEY DOCKET NUMBER:	480212.401USPC												
NAME OF SUBMITTER:	William T. Christiansen, Ph.D.												
Total Attachments: 5 source=480212_401USPC_ASN#page1.tif													

CH \$40.00 7173012

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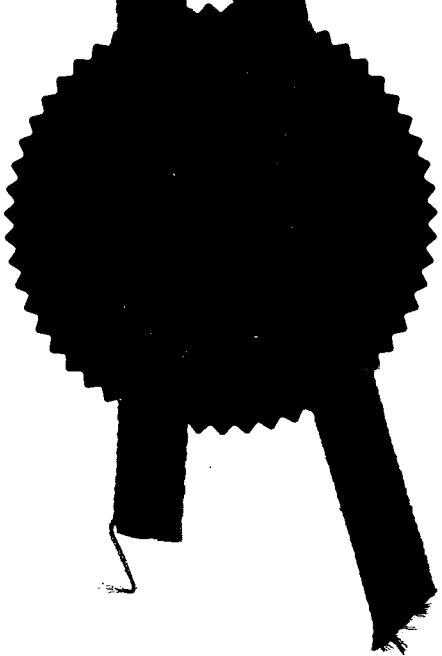
PATENT
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TO ALL WHOM THESE PRESENTS SHALL COME

I, **MARION HEATHCOTE**, Notary Public, duly admitted and enrolled and practising in the City of Sydney in the state of New South Wales in the Commonwealth of Australia **CERTIFY** that the copy document annexed hereto is a true copy in words and figures of the original document of which it purports to be a copy, which original document has this day been produced and shown to me.

IN WITNESS of which I have signed this notarial act and affixed my seal of office this 24th day of May 2007.



Marion Heathcote

Notary Public
Sydney, New South Wales
Australia



DAVIES COLLISON CAVE

BETWEEN

**INTERNATIONAL DIABETES INSTITUTE
AND
MONASH UNIVERSITY**

AND

DIA-B TECH LIMITED

DEED OF CONFIRMATION OF ASSIGNMENT

DAVIES COLLISON CAVE
Patent & Trade Mark Attorneys
1 Nicholson Street
Melbourne Victoria 3000
Australia

Tel: +61 3 9254 2777
Fax: +61 3 9254 2770
Ref: 2547045/JMS

DEED OF CONFIRMATION OF ASSIGNMENT

THIS DEED OF CONFIRMATION is made the 10 day of May 2007

BETWEEN: INTERNATIONAL DIABETES INSTITUTE, (ABN 16 007 342 412), of 250 Kooyong Road, Caulfield South, Victoria 3162, Australia AND MONASH UNIVERSITY, a body corporate established by the *Monash University Act* 1958, of Wellington Road, Clayton, Victoria 3168, Australia (hereinafter referred to as "the Assignors") of the first part

AND: DIA-B TECH LIMITED, (ACN 102 456 048), of Suite 1.03A, Level 1, 737 Burwood Road, Hawthorn, Victoria 3122, Australia (hereinafter referred to as "the Assignee") of the second part

WHEREAS:

- A. The Assignors are the owners of patents and applications listed in the Schedule below (hereinafter referred to as "the Patents") and are the owners of an invention relating to hypoglycaemic peptides and methods of use thereof which is the subject of the Patents (hereinafter referred to as "the Invention").
- B. Pursuant to a Patent Acquisition Agreement made the 12th day of November 2004, the Assignors have agreed to assign to the Assignee and the Assignee has agreed to acquire from the Assignors all their right, title and interest in and to the Invention and in the Patents.
- C. By this Deed of Confirmation of Assignment entered into at the request of each of the Assignors and the Assignee, the Assignors confirm the prior assignment of all their right, title and interest in and to the Invention and in the Patents.

NOW THIS DEED WITNESSES as follows:

- 1. The Assignors hereby confirm that they have assigned to the Assignee absolutely all their right, title and interest in and to the Invention and in the Patents, including but not limited to the right, either then existing or at any time in the future, to make

application for and obtain patents or any other form of legal protection in respect of the Invention, specifically including the right to file applications for patents, and claim priority, based on any of the Patents.

2. The Assignors hereby undertake at the expense of the Assignee to execute all documents and render all assistance reasonably required by the Assignee for the purpose of confirming or recording all right, title and interest in and to the Invention and in the Patents in the Assignee absolutely.
3. All fees, costs and expenses incurred by the Assignors in connection with enabling the Assignee to be registered as the owner of the Patents shall be borne and paid by the Assignee.
4. All stamp duty and other governmental charges payable in respect of this Deed shall be paid by the Assignee.
5. This Deed takes effect under, is governed by, and shall be construed in accordance with the laws of the State of Victoria, Australia.

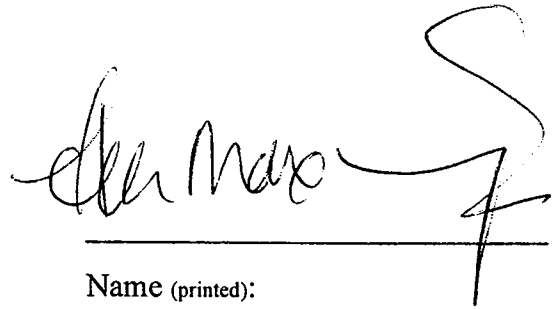
SCHEDULE

1. Australian Provisional Patent Application No. PR5956/01, dated 27 June 2001.
2. International Patent Application No. PCT/AU02/00840, dated 27 June 2002.
3. Australian Patent Application No. 2002344677, dated 27 June 2002.
4. Canadian Patent Application No. 2452069, dated 27 June 2002.
5. European Patent Application No. 02742507.3, dated 27 June 2002.
6. New Zealand Patent No. 530192 (Application No. 530192), dated 27 June 2002.
7. United States of America Patent No. 7173012 (Application No. 10/481662), dated 27 June 2002.

EXECUTED for and on behalf of)
INTERNATIONAL DIABETES)
INSTITUTE by its Authorised Officer)
whose signature appears opposite)
hereto in the presence of:)

Witness

Name (printed): NOEL JACOBS
Position held: Financial Controller



Name (printed):

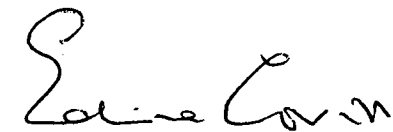
Position held

HELEN MAXWELL-WRIGHT
MANAGING DIRECTOR
INTERNATIONAL DIABETES INSTITUTE

EXECUTED for and on behalf of)
MONASH UNIVERSITY)
by its Authorised Officer whose)
signature appears opposite hereto in)
the presence of:)

Witness

Name (printed): Diana Ferwerda
Position held: Personal Assistant



Name (printed):

Position held:

PROF EDWINA CORNISH
DEPUTY VICE
CHANCELLOR RESEARCH
MONASH UNIVERSITY

EXECUTED for and on behalf of)
DIA-B TECH LIMITED)
by its Authorised Officer whose)
signature appears opposite)
hereto in the presence of:)

Witness

Name (printed): Margaret Dean
Position held: Manager



Name (printed):

Position held:

K.A. Smiddy
CEO