

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Timothy Donegal Finnigan	07/26/2006
RECEIVING PARTY DATA	
Name:	BioPower Systems Pty. Ltd.
Street Address:	Australian Technology Park
Internal Address:	Suite 145, National Innovation Centre
City:	Eveleigh
State/Country:	AUSTRALIA
Postal Code:	NSW 1430
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12063567
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3129130001
Email:	courtright@mbhb.com
Correspondent Name:	Steven B. Courtright
Address Line 1:	300 S. Wacker Drive
Address Line 2:	Suite 3100
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	08-187
NAME OF SUBMITTER:	Steven B. Courtright
Total Attachments: 2 source=08-189 Assignment 3#page1.tif	

CH \$40.00 12063567

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PATENT
REEL: 020745 FRAME: 0429

DEED OF ASSIGNMENT

THIS DEED made the 26th day of July 2006

PARTIES Timothy Finnigan, of 10 Wiley Street, Waverley, New South Wales, 2024, Australia

("Assignor") of the first part

AND BioPower Systems Pty. Ltd., of Suite 145, National Innovation Centre, Australian Technology Park, Eveleigh, New South Wales, 1430, Australia.
("Assignee") of the second part.

RECITALS

- A. The Assignor is the first and true inventor of an invention relating to "A device for capturing energy from a fluid flow" ("Invention").
- B. The Assignor has agreed to assign to the Assignee all the Assignor's right, title and interest in and to the Invention.

WITNESSES:1. **ASSIGNMENT**

In consideration of the sum of A\$1.00 and other good and valuable consideration receipt of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee:

- (a) all of the Assignor's right, title and interest in and to the Invention including the right to make applications for patent or other protection in relation to the Invention; and
- (b) the copyright in any drawings relating to the Invention owned by the Assignor, together with the right to sue for damages and all other remedies in respect of infringement of that copyright which may have occurred before the date of this Deed.

2. **WARRANTY**

The Assignor warrants that he is the first and true inventor of the Invention.

3. **AUTHORITY**


The Assignor authorises the Assignee to file and prosecute an application for patent or other protection for the Invention in the name of the Assignor if such an application is required by the laws of any country.

4. **FURTHER ASSURANCE**

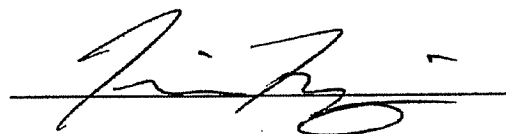
The Assignor undertakes to do all acts and to execute and deliver all documents necessary for further assuring the right, title and interest of the Assignee in and to the Invention and any patent or similar protection for the Invention in Australia or elsewhere.

EXECUTED AS A DEED.

SIGNED SEALED and DELIVERED
by the said Timothy Finnigan
in the presence of :




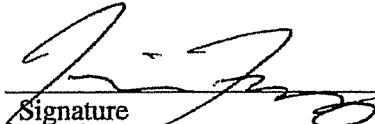
Witness Lea Molina



[R:\LIBM\79909.doc;JPH]

SIGNED SEALED and DELIVERED
on behalf of
BioPower Systems Pty. Ltd.
on the date specified above
in the presence of :


Witness Lea Molina


Signature
Timothy Finnigan
Name in Full
CEO and Director
Position in Company