Rev 9/05	U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
 	
   THE UNIVERSITY OF NEWCASTLE
 	
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No
	2. Name and address of receiving party(ies)
	
	   Name: THE UNIVERSITY OF NEWCASTLE RESEARCH
	          ASSOCIATES LIMITED
	
	   Street Address: Industry Development Centre,
	                    University Drive
	
	   City: CALLAGHAN, New South Wales 2308
	
	   Country: AUSTRALIA

3. Nature of conveyance:
 	
   [X] Assignment   [ ] Merger
 	
   [ ] Security Agreement   [ ] Change of
                                    Name
   [ ] Other
 	
Execution Date: February 23, 2005
	Additional name(s) & address(es) attached? [ ] Yes
	
	                                            [X] No

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

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

   A. Patent Application No.(s)   B. Patent No.(s)
       10/451,291   (filed April 16, 2004)

                Additional numbers attached? [ ] Yes   [X] No

5. Name and address of party to whom correspondence concerning document should be mailed or faxed:
 	
   Weingarten, Schurgin,
     Gagnebin & Lebovici LLP
 	
   Ten Post Office Square
   Boston, Massachusetts 02109
   FAX: (617) 451-0313
	6. Total number of applications and patents
	
	     Involved [1]

	7. Total fee (37 CFR 3.41)....$ 40.00
	
	     [ ] Enclosed
	
	     [X] Authorized to be charged to
	          Deposit Account No. 23-0804

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8. 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.

Attorney Name: Holliday C. Heine, Ph.D.
Registration No. 34,346

Signature: _Holliday C Heine_   Date: _April 8, 2008_

     Total number of pages including cover sheet, attachments, and document: [7]

Attorney Docket No. ADAM-001XX

CH $40.00 230804 10451291

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PATENT
REEL: 020774 FRAME: 0972

BLAKE DAWSON WALDRON
PATENT SERVICES

Deed of Confirmation

The University of Newcastle

The University of Newcastle Research Associates Limited

PATENT
REEL: 020774 FRAME: 0973

CONTENTS

DEED OF CONFIRMATION

DATE   ~~On~~ or after 23 February 2005   HCH 2/4/2006

PARTIES

The University of Newcastle, a body corporate constituted pursuant to the provisions of *The University of Newcastle Act 1989 (NSW)* of University Drive, Callaghan, New South Wales, 2308, Australia (**Assignor**)

The University of Newcastle Research Associates Limited (ABN 97 000 710 074), of Industry Development Centre, University Drive, Callaghan, New South Wales, 2308, Australia (**Assignee**)

RECITALS

A.   The Assignor and the Assignee are parties to the Agreement.

B.   The Assignor and the Assignee acknowledge and confirm that the Agreement effected the assignment to the Assignee of the Assignor's entire rights, title and interest in and to the Patent Rights and the Inventions.

OPERATIVE PROVISIONS

1.   INTERPRETATION

1.1   **Definitions**

The following definitions apply in this document.

Agreement means an agreement between the Assignor and the Assignee relating to the Patent Rights and the Inventions, dated 29 May 2002.   HCH 2/4/2006

Patent Rights means:

a)   International (PCT) Patent Application No. PCT/AU00/00729 filed 28 June 2000 claiming priority from Australian Provisional Patent Application No. PQ1248 filed 28 June 1999 and Australian Provisional Patent Application No. PQ8003 filed 6 June 2000;

b)   International (PCT) Patent Application No. PCT/AU01/01672 filed 21 December 2001 claiming priority from Australian Provisional Patent Application No. PR2305 filed 22 December 2000;

c)   all patent applications that have been or may be based on, or which claim priority from, or are derived from or are continuations of, any of the patent applications identified in (a) and (b) above; and

d)   all patents which may be granted pursuant to any of the patent applications identified in (a) or (b) above.

Inventions means the inventions disclosed in the patent applications identified in (a) and (b) above.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

    (i) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

    (ii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

    (iii) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word is defined, another part of speech has a corresponding meaning.

2. CONFIRMATION

2.1 Confirmation by the Assignor

The Assignor acknowledges and confirms that the Agreement effected the assignment to the Assignee of the Assignor's entire right, title and interest in and to the Patent Rights and the Inventions.

2.2 Confirmation by the Assignee

The Assignee acknowledges and confirms that the Agreement effected the assignment to the Assignee of the Assignor's entire right, title and interest in and to the Patent Rights and the Inventions.

3. GENERAL

3.1 Amendment

This document can only be amended, supplemented, replaced or novated by another document signed by the parties.

3.2 Governing law

(a) This document is governed by the law in force in New South Wales, Australia.

(b)   Each party submits to the non-exclusive jurisdiction of the courts exercising
         jurisdiction in New South Wales, Australia, and any court that may hear appeals
         from any of those courts, for any proceedings in connection with this document,
         and waives any right it might have to claim that those courts are an inconvenient
         forum.

3.3   Giving effect to this document

Each party must do anything (including execute any document), and must ensure that its
employees and agents do anything (including execute any document), that the other party
may reasonably require to give full effect to this document.

3.4   Operation of this document

(a)   This document contains the entire agreement between the parties about its subject
         matter. Any previous understanding, agreement, representation or warranty relating
         to that subject matter is replaced by this document and has no further effect.

(b)   Any right that a person may have under this document is in addition to, and does
         not replace or limit, any other right that the person may have.

(c)   Any provision of this document which is unenforceable or partly unenforceable is,
         where possible, to be severed to the extent necessary to make this document
         enforceable, unless this would materially change the intended effect of this
         document.
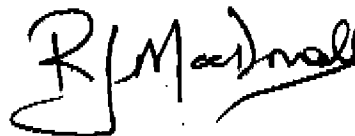
3.5   Counterparts

This document may be executed in counterparts.

EXECUTED as a deed.

EXECUTED by **The University of
Newcastle** in the presence of:

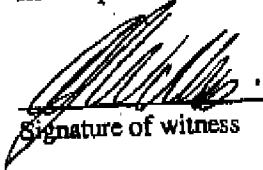_____   _____
Signature of witness   Signature

Renee Butcher   _R J MacDonald_
_____   _____
Name (please print)   Name (please print)

EXECUTED by The University of
Newcastle Research Associates Limited
in the presence of:

_____
Signature of witness

_____

_____

_____
Signature

Alison Williams.
_____
Name (please print)

SOOZY J SMITH CEO
_____
Name and position