

BLAKE DAWSON WALDRON
PATENT SERVICES

Deed of Confirmation

The University of Newcastle Research Associates Limited

ACN 000 710 074

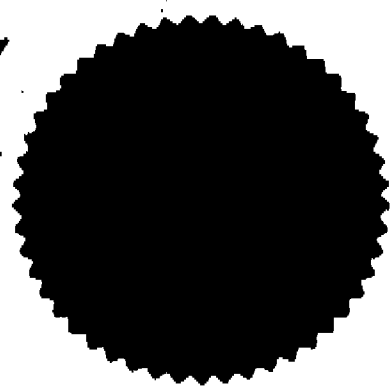
Michael Valentine Agrez

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Brian Elkington

24-12-04

Brian Elkington
Notary Public
Sydney Australia
5 pages



Blake Dawson Waldron Patent Services
Level 36, Grosvenor Place
225 George Street
Sydney NSW 2000
Telephone: +61 2 9258 6000
Fax: +61 2 9258 6999

Ref: DGC DAA 02 1346 8252

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DEED OF CONFIRMATION**DATE**5 October 2004 (2004) HCH
6/4/2008**PARTIES**

The University of Newcastle Research Associates Limited ACN 000 710 074 (the Assignor)

Michael Valentine Agrez, previously of 14 Summer Place, Merewether Heights, New South Wales 2291, Australia, now of 46 Sherburn Place, Charlestown, New South Wales 2290, Australia (the Assignee)

RECITALS

- A. The Assignor and the Assignee are parties to the Assignment Agreement.
- B. By this document the Assignor and the Assignee acknowledge and confirm that the Assignment Agreement effected the assignment to the Assignee of the Assignor's entire right, title and interests in and to the Patent Rights.

OPERATIVE PROVISIONS**1. INTERPRETATION****1.1 Definitions**

The following definitions apply in this document.

Assignment Agreement means the agreement executed by the Assignor and the Assignee entitled "Assignment of Patent Rights" dated 3 June 2003.

Patent Rights means:

- (a) 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;
- (b) all patent applications that have been or may be filed by or on behalf of the Assignor which are based on, or claim priority from, or are derived from or are continuations of, any patent application described in (a) above; and
- (c) all patents which may be granted pursuant to any of the patent applications referred to in (a) or (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 Assignment Agreement effected the assignment to the Assignee of the Assignor's entire right, title and interest in and to the Patent Rights.

2.2 Confirmation by the Assignee

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

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

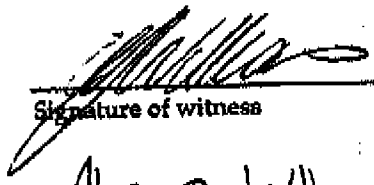
- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document 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 RESEARCH ASSOCIATES
LIMITED:**



 Signature of witness

Alison Williams

 Name

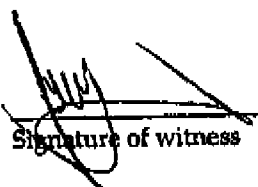


 Signature

SOOZIE J SMITH CEO

 Name & position

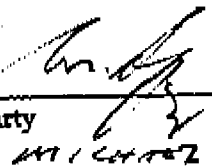
**SIGNED, SEALED and DELIVERED by
MICHAEL VALENTINE AGREZ in the
presence of:**



 Signature of witness

DOUGLAS DOHERTY

 Name



 Signature of party

MICHAEL VALENTINE AGREZ