

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Harry Louis Platt and Morgan Tomas & Maxwell Pty Ltd.	02/23/2005
RECEIVING PARTY DATA	
Name:	Medical Monitors Limited
Street Address:	Suite 407 Office Tower
Internal Address:	Westfield Eastgardens, 152 Bunnerong Road
City:	Eastgardens, NSW 2036
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6485416
Patent Number:	6730025
CORRESPONDENCE DATA	
Fax Number:	(312)207-6400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	PLATT
NAME OF SUBMITTER:	Nina Habib Borders
<p>Total Attachments: 12</p> <p>source=Platt Confirmatory Deed of IP Assignment#page1.tif</p> <p>source=Platt Confirmatory Deed of IP Assignment#page2.tif</p>	

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**CONFIRMATORY DEED OF
ASSIGNMENT**

Medical Monitors Limited

Harry Louis Platt

Morgan Tomas & Maxwell Pty Ltd

CONTENTS

1. DICTONARY	1
2. ASSIGNMENT	1
2.1 Assignment of Assigned Intellectual Property	1
2.2 Payment of consideration	2
3. WARRANTIES	2
3.1 Warranty	2
3.2 Indemnity	2
4. PERFORMANCE	2
4.1 Further assurances	2
4.2 Default by Assignor	3
5. VALIDITY OR OWNERSHIP OF ASSIGNED INTELLECTUAL PROPERTY	3
6. TAX, COSTS AND EXPENSES	3
6.1 Tax	3
6.2 Costs and expenses	3
7. GST	4
7.1 Consideration exclusive of GST	4
8. GENERAL	4
8.1 Governing law and jurisdiction	4
8.2 Invalidity	4
8.3 Amendments and Waivers	5
8.4 Cumulative Rights	5
8.5 Non-merger	5
8.6 Third Party Rights	5
8.7 Entire agreement	5
8.8 Counterparts	5
SCHEDULE 1 - APPLICATIONS	1
ATTACHMENT A - DICTONARY	1

DATED 23rd February, 2005

PARTIES

1. **MEDICAL MONITORS LIMITED** of Suite 407 Office Tower, Westfield Eastgardens, 152 Bunnerong Road, Eastgardens, NSW, 2036

(Assignee)

2. **HARRY LOUIS PLATT** and **MORGAN TOMAS & MAXWELL PTY LTD** of 122 Alma Road, Maroubra, NSW, 2035

(Assignor)

BACKGROUND

- A. The Assignor has contributed to the development and creation of the Assigned Intellectual Property and thereby has vested in the Assignor certain rights to and interest in the Assigned Intellectual Property.
- B. The Assignor now wishes to assign to the Assignee the whole of the Assignor's interest in the Assigned Intellectual Property, including all rights that may be vested in the Assignor through its own efforts and by reason of the contributions of its employees.

THE PARTIES AGREE

1. DICTIONARY

The Dictionary in Attachment A:

- (a) defines some of the terms used in this deed; and
- (b) sets out the rules of interpretation which apply to this deed.

2. ASSIGNMENT

2.1 Assignment of Assigned Intellectual Property

The Assignor assigns to the Assignee and the Assignee accepts the assignment, to the extent to which it has not previously been assigned:

- (a) all right, title and interest in and to Intellectual Property Rights in the Assigned Intellectual Property;
- (b) all rights, claims, demands, causes of action, rights of action past, present and future arising out of or under the Intellectual Property Rights in the Assigned Intellectual Property; and
- (c) all accrued rights and causes of action for past infringements, all rights to damages and all other relief in respect of such past infringements, and the right to

sue for and recover and retain the same for the Assignee's own use and benefit and the right to prosecute and continue all existing actions and suits for infringement of the Intellectual Property Rights in the Assigned Intellectual Property for the sole use and benefit of the Assignee.

2.2 Payment of consideration

The Assignor acknowledges receipt of \$10 from the Assignee as consideration for the assignment.

3. WARRANTIES

3.1 Warranty

The Assignor warrants, to the extent of its contribution to the Assigned Intellectual Property, that:

- (a) it has authority to enter into this deed and to make the assignment in clause 2;
- (b) the Assigned Intellectual Property was not copied in whole or in part from any other work or works;
- (c) the grant of rights (including Intellectual Property Rights) the subject of this deed will not infringe the rights of any other person;
- (d) it has not assigned or licensed or otherwise transferred the Intellectual Property Rights subsisting in the Assigned Intellectual Property to any person or entity; and
- (e) the Assigned Intellectual Property is not subject to any mortgage, pledge, lien, charge or other encumbrance.

3.2 Indemnity

The Assignor indemnifies the Assignee against any claim, loss, liability, cost or expense which the Assignee pays or is liable for arising directly or indirectly from:

- (a) a warranty being false or misleading when made or regarded as made under this deed; or
- (b) a breach of this deed by the Assignor,

provided that any such claim, loss, liability, cost or expense arises from an adverse final judgement or settlement approved by the Assignor.

4. PERFORMANCE

4.1 Further assurances

- (a) The Assignor agrees, at the Assignee's request, to execute all documents, forms and authorisations, depose to or swear all declarations and affidavits, and provide

all relevant evidence which is reasonably necessary or desirable for otherwise assuring the interest of the Assignee in the rights assigned under this deed.

- (b) The Assignee agrees to reimburse the Assignor, within 14 days of a written request being made, for any costs reasonably incurred by the Assignor while performing its obligations under paragraph (a).

4.2 Default by Assignor

The Assignor appoints the Assignee or its nominee as the attorney of the Assignor to perform the obligations of the Assignor under clause 4.1 (**Further Assurances**) should the Assignor fail to perform such obligations.

5. VALIDITY OR OWNERSHIP OF ASSIGNED INTELLECTUAL PROPERTY

- (a) If any person directly or indirectly challenges the validity or ownership of the Intellectual Property Rights in the Assigned Intellectual Property in any proceeding or otherwise, the Assignor agrees, at the Assignee's request, to give all reasonable assistance in relation to that challenge provided that any costs, charges and expenses in relation to the challenge are borne by the Assignee.
- (b) The Assignor must not, and must not facilitate or assist any other person to:
 - (i) challenge the validity of the assignment given by the Assignor under this deed;
 - (ii) oppose or otherwise challenge the validity of any Patent or Application;
 - (iii) challenge the Assignor's ownership of the Assigned Intellectual Property, or its rights to use, license or otherwise deal with the Assigned Intellectual Property; or
 - (iv) use the Assigned Intellectual Property other than pursuant to a licence granted by the Assignee.

6. TAX, COSTS AND EXPENSES

6.1 Tax

The Assignee must pay any Tax which arises from the execution, delivery and performance of this deed and each agreement or document entered into or signed under this deed.

6.2 Costs and expenses

Subject to clause 6.1, each party must pay its own costs and expenses of negotiating, preparing, signing, delivering or registering this deed and any other agreement or document entered into or signed under this deed.

7. GST

7.1 Consideration exclusive of GST

- (a) Any consideration or payment obligation in this deed is exclusive of GST unless stated otherwise.
- (b) If a Supply made under or in connection with this deed is a Taxable Supply the consideration for the Supply is increased by an additional amount equal to the amount of that consideration multiplied by the relevant GST rate.
- (c) The additional amount under paragraph (b) is payable at the same time and in the same manner as the consideration for the Supply to which the additional amount relates.
- (d) A party who receives consideration for a Taxable Supply under or in connection with this deed must give the other party a Tax Invoice in a form which complies with the GST Law within 10 Business Days after the end of the month in which any consideration is paid, or an invoice issued, in relation to the Supply, whichever occurs first.
- (e) If a party is entitled under this deed to be reimbursed or indemnified by another party for an expense, claim, loss, liability or cost incurred in connection with this deed, the reimbursement or indemnity payment must not include any GST component of the expense, claim, loss, liability or cost for which an Input Tax Credit may be claimed.
- (f) If a party sets off an amount under this deed, the same principles apply to calculate the amount to be set-off, as if the amount had been paid in accordance with paragraph (e).

8. GENERAL

8.1 Governing law and jurisdiction

- (a) This deed is governed by the law of New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

8.2 Invalidity

- (a) If a provision of this deed or a right or remedy of a party under this deed is invalid or unenforceable in a particular jurisdiction:
 - (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and

- (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- (b) This clause is not limited by any other provision of this deed in relation to severability, prohibition or enforceability.

8.3 Amendments and Waivers

- (a) This deed may be amended only by a written document signed by the parties.
- (b) A waiver of a provision of this deed or a right or remedy arising under this deed, including this clause, must be in writing and signed by the party granting the waiver.
- (c) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.
- (e) A waiver is only effective in the specific instance and for the specific purpose for which it is given.

8.4 Cumulative Rights

The rights and remedies of a party under this deed do not exclude any other right or remedy provided by law.

8.5 Non-merger

No provision of this deed, including the warranties given under clause 3 (**Warranties**) merges on execution or termination of this deed.

8.6 Third Party Rights

Only the Assignor and the Assignee have or are intended to have a right or remedy under this deed or obtain a benefit under it.

8.7 Entire agreement

This deed supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.

8.8 Counterparts

This deed may be signed in any number of counterparts and all those counterparts together make one instrument.

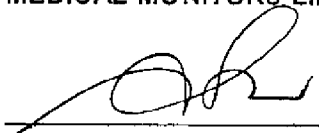
SCHEDULE 1

Applications

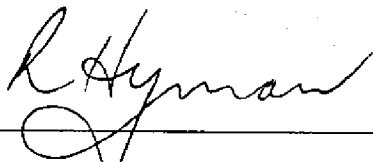
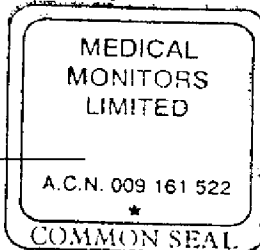
Number	Title	Filing Date
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	Single User ECG Recorder	
	Micro ECG	
	BPfone	
	CARDiOCOM System	

SIGNED as a deed.

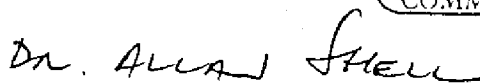
SIGNED SEALED AND DELIVERED by:
MEDICAL MONITORS LIMITED



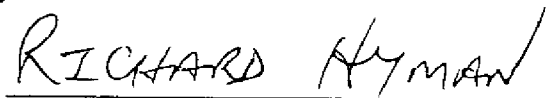
Signature of Director



Signature of Director/Secretary

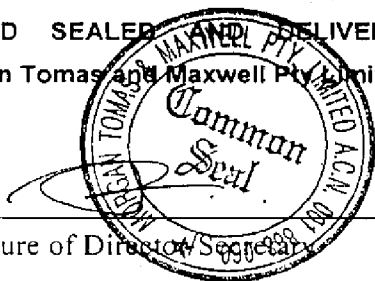


Name of Director (print)



Name of Director/Secretary (print)

SIGNED SEALED AND DELIVERED by
Morgan Tomas and Maxwell Pty Limited by:



Signature of Director/Secretary

Harry Louis Platt

Name of Director (print)

SIGNED, SEALED AND DELIVERED by Harry
Louis Platt in the presence of:



Signature of witness



Signature of Harry Louis Platt

Michael Anthony Romm

Name of witness (print)

ATTACHMENT A

DICTIONARY

(CLAUSE 1)

Part 1

In the deed:

Applications means the patent applications set out in the Schedule and any other patent applications of which any Product is the subject.

Assigned Intellectual Property means the Products, Applications and Patents.

GST means goods and services tax under the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs and circuit layouts, whether or not now existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions.

Medical Monitors Business means the business of providing electrocardiogram and blood pressure monitoring of humans and associated diagnostic services using the Products.

Patents means all patents which may be granted as a result of the Applications or an application of which any Product is the subject and which may be lodged after the date of this deed.

Products means the following products used in the Medical Monitors Business:

- (a) the Personal ECG Recorder (PER), a multi-user, transtelephonic electrocardiogram recorder-transmitter;
- (b) the single user Personal ECG Recorder (suPER), an advanced transtelephonic electrocardiogram recorder-transmitter;
- (c) the MiCRO, a small transtelephonic electrocardiogram recorder-transmitter using conducting feet rather than leads;
- (d) the BPfone, an A&D blood pressure/pulse monitor which has been modified by Medical Monitors;

(e) the CARDiOCOM system, application software which is used for receiving, reviewing and storing electrocardiogram and blood pressure readings and which includes:

- (i) the Heartline monitoring service (for PER);
- (ii) the BPfone Wellness monitoring service (Australia & UK);
- (iii) the BPfone Telesalute monitoring service (Italy);
- (iv) the Icardia monitoring service (for suPER); and
- (v) the MiCRO monitoring service,

including circuit diagrams, manufacturing plans and manufacturing jigs for the products referred to in paragraphs (a), (b) and (c) above, and application software used by those products to communicate with the product referred to in paragraph (d) above.

Tax means a tax, levy, charge, impost, fee, deduction, withholding or duty of any nature, including, without limitation, stamp and transaction duty which is imposed or collected by a government agency, but not including any goods and services tax (including GST), any tax based on income, or any capital gains tax

Part 2

(a) In the deed unless the context otherwise requires:

- (i) words importing the singular include the plural and vice versa;
- (ii) words which are gender neutral or gender specific include each gender;
- (iii) other parts of speech and grammatical forms of a word or phrase defined in the deed have a corresponding meaning;
- (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (vi) a reference to a clause, party, schedule or attachment is a reference to a clause of the deed, and a party, schedule or attachment to, the deed and a reference to the deed includes a schedule and attachment to the deed;
- (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;

- (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
 - (ix) a reference to a party to a document includes that party's successors and permitted assigns;
 - (x) an agreement on the part of two or more persons binds them jointly and severally; and
 - (xi) a reference to an agreement, other than the deed, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- (b) Headings are for convenience only and do not affect the interpretation of the deed.
- (c) The deed may not be construed adversely to a party just because that party prepared it.
- (d) A term or expression starting with a capital letter:
- (i) which is defined in this Dictionary, has the meaning given to it in this Dictionary; and
 - (ii) which is defined in the *Corporations Act 2001* but is not defined in this Dictionary, has the same meaning as in the *Corporations Act 2001*.