

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Klaus EHRMANN</td> <td>06/24/2008</td> </tr> <tr> <td>Arthur HO</td> <td>06/23/2008</td> </tr> <tr> <td>Brien HOLDEN</td> <td>06/25/2008</td> </tr> </tbody> </table>		Name	Execution Date	Klaus EHRMANN	06/24/2008	Arthur HO	06/23/2008	Brien HOLDEN	06/25/2008		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>The Institute for Eye Research</td> </tr> <tr> <td>Street Address:</td> <td>Level 4, Rupert Myers Building, University of New South Wales, Gate 14, Barker Street, UNSW</td> </tr> <tr> <td>City:</td> <td>Sydney, NSW</td> </tr> <tr> <td>State/Country:</td> <td>AUSTRALIA</td> </tr> <tr> <td>Postal Code:</td> <td>2052</td> </tr> </table>		Name:	The Institute for Eye Research	Street Address:	Level 4, Rupert Myers Building, University of New South Wales, Gate 14, Barker Street, UNSW	City:	Sydney, NSW	State/Country:	AUSTRALIA	Postal Code:	2052
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (612)332-9081 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 612.332.5300 Email: mcaufman@merchantgould.com</p> <p>Correspondent Name: Brian H. Batzli Address Line 1: P.O. BOX 2903 Address Line 2: Merchant & Gould P.C. Address Line 4: MINNEAPOLIS, MINNESOTA 55402</p>											
ATTORNEY DOCKET NUMBER:	13353.0073USWO										
NAME OF SUBMITTER:	Brian H. Batzli										
Total Attachments: 6											

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PATENT
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Assignment Deed

Date ► June 2008

Between the parties

Klaus Ehrmann
of 3/12 Cameron Avenue, Coogee, NSW, 2034, Australia
Inventor

Arthur Ho
of 9 Ritchard Avenue, Coogee, NSW, 2034, Australia
Inventor

Brien Holden
of 19 Leonard Avenue, Kensington, NSW, 2032, Australia
Inventor

The Institute for Eye Research
of Level 4, Rupert Myers Building, University of New South Wales,
Gate 14, Barker Street, UNSW, Sydney, NSW, 2052, Australia
Employer

Recitals

- 1 The Inventors created the Inventions in the course and scope of their employment by the Employer.
- 2 Under this deed the parties confirm that the Employer owns the Intellectual Property and, to the extent that the Employer does not own the Intellectual Property, the Inventors assign all right, title and interest they have in the Intellectual Property to the Employer.

This deed witnesses as follows:

1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
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Effective Date	the date of creation of the Intellectual Property.
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Intellectual Property	the intellectual property described in the schedule to this deed.
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Inventions	the inventions described in Part A of the schedule to this deed.
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2 Confirmation and assignment

- (a) The Inventors acknowledge and agree that:
- (1) they created the Inventions in the course and scope of their employment by the Employer; and
 - (2) the Employer has owned the Inventions from the Effective Date.
- (b) To the extent that the Employer is not the owner of the Intellectual Property, the Inventors hereby assign to the Employer all of their respective right, title and interest in the Intellectual Property, effective from the Effective Date.
- (c) The assignment in clause 2(b) includes the right to sue for damages and other remedies in respect of any infringement of, or other claims in relation to, the Intellectual Property which may have occurred or arisen before the date of this deed.

3 Further action

The Inventors must execute any documents and do any other things that the Employer reasonably requests to:

- (a) enable the Employer to have its ownership of the Intellectual Property registered in any appropriate registry;
- (b) enable the Employer to file or prosecute in its name any application for a patent or other registration forming part of or relating to the Intellectual Property, whether in Australia or in any other country; or
- (c) otherwise give effect to the terms of this deed.

4 Inventors' undertakings

The Inventors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by the Employer for a patent or other registration forming part of or relating to the Intellectual Property, whether in Australia or in any other country;
- (b) assist any other person in challenging or impugning the validity of:
 - (1) the Intellectual Property; or
 - (2) a patent or other registration granted to the Employer forming part of or relating to the Intellectual Property; or
- (c) take any other action to invalidate, put in dispute or impair in any way the Employer's interest in or use or exploitation of the Intellectual Property.

Schedule 1

Schedule 1

A Inventions

All inventions and inventive concepts described or disclosed in the specification filed with the patent applications described in B below.

B Patent Applications

Country	Application No.	Date Filed	Title of the Invention
Australia	2007901634	28 March 2007	Characterising eye-related optical systems
International Application	PCT/AU2008/000434	28 March 2008	Characterising eye-related optical systems

C Related and priority rights

The right to claim priority under any applicable international convention from the applications described in B above.

The right to file applications for patent protection for the inventions described in A above in any jurisdiction in the world.

Any complete, international or other patent applications including continuations, continuations-in part, divisionals, patent re-issues, re-examinations, renewals and extensions based on the patent applications described in B above.

Signing page

Executed as a deed

Inventor

Signed sealed and delivered by
Klaus Ehrmann

sign here ▶ Klaus Ehrmann

print name Klaus Ehrmann

24 June 08

in the presence of

sign here ▶ [Signature]
Witness

print name REG WONG

Inventor

Signed sealed and delivered by
Arthur Ho

sign here ▶ [Signature]

print name ARTHUR HO

28th JUNE, 2008

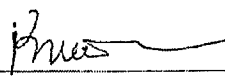
in the presence of

sign here ▶ [Signature]
Witness

print name REG WONG


Inventor

Signed sealed and delivered by
Brien Holden

sign here ▶ 
print name BRIEN HOLDEN

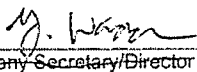
25th June 2008 


in the presence of

sign here ▶ 
Witness
print name REG WONG

Employer

Signed sealed and delivered by
The Institute for Eye Research
by

sign here ▶ 
~~Company Secretary/Director~~ COO
print name Yvette Waddell

25th June 2008 

sign here ▶ _____
Director
print name _____