

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
DKR SOUNDSHORE OASIS HOLDING FUND LIMITED	06/01/2008
RECEIVING PARTY DATA	
Name:	Telezygology, Inc.
Street Address:	1017 W. Washington Blvd.
Internal Address:	Unit 2C
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7217059
CORRESPONDENCE DATA	
Fax Number:	(630)908-7744
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3127512000
Email:	heather@kartsouneslaw.com
Correspondent Name:	Telezygology, Inc.
Address Line 1:	1017 W. Washington Blvd.
Address Line 2:	Unit 2C
Address Line 4:	Chicago, ILLINOIS 60607
ATTORNEY DOCKET NUMBER:	PA001-US-PCT
NAME OF SUBMITTER:	Heather A. Kartsounes
Total Attachments: 4 source=OasisDeed#page1.tif source=OasisDeed#page2.tif source=OasisDeed#page3.tif source=OasisDeed#page4.tif	

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PATENT  
 REEL: 026764 FRAME: 0281

THIS DEED made on

June 2008

**BETWEEN:** TZ LIMITED ACN 073 979 272 of Level 1, 37 Bligh Street,  
Sydney ("Company")

**AND** DKR SOUNDSHORE OASIS HOLDING FUND LIMITED, a  
company incorporated in Bermuda whose registered office is at  
18 church street, Scandia house, Hamilton, Bermuda  
("Investor")

**BACKGROUND:**

- A. By the Note Deed the Investor agreed to subscribe for and the Company agreed to issue certain Convertible Notes on the terms and conditions set out in the Note Deed.
- B. As security for performance of the Company's obligations under the Note Deed the Company granted to the investor the Charge, and the Company granted or procured its subsidiaries to grant to the Investor the Collateral Securities.
- C. The Investor has converted all of the Convertible Notes in accordance with the terms of the Note Deed.
- D. The Company has paid to the Investor all the interest due to the Investor under the Note Deed.

**IT IS AGREED:**

**1. Interpretation**

In this Deed:

"**Charge**" means the fixed and floating charge over the assets and undertaking of the Company Registered No 1386999.

"**Collateral Securities**" means the security interests granted by:

- (a) Guaranty and Security Agreement dated 1 December 2006 from Telezygology Inc., PDT Holdings Inc., Product Development Technologies, Inc., PDT Tooling Inc., and PDT Southeast LLC to the Investor;
- (b) Patent Security Agreement dated 1 December 2006 from Product Development Technologies, Inc. to the Investor;
- (c) Trademark Security Agreement dated 1 December 2006 from Product Development Technologies, Inc. to the Investor;
- (d) Patent Security Agreement dated 1 December 2006 from Telezygology Inc. to the Investor;

- (e) Trademark Security Agreement dated 1 December 2006 from Telezygology Inc. to the Investor;
  - (f) Stock Pledge in the form of Annex 1 to the Guaranty and Security Agreement referred to in sub-paragraph (a) above:
    - (i) from the company in respect of 9,487,394 common stock in Telezygology Inc. with par value US\$0.001 and evidenced by certificate number 199;
    - (ii) from the Company in respect of 100 common stock in PDT Holdings Inc. as evidence by certificate number 5;
    - (iii) from PDT Holdings, Inc. in respect of 1000 common stock in Product Development Technologies, Inc. as evidenced by certificate number 1; and
    - (iv) from PDT Holdings, Inc. in respect of 100 common stock in PDT Tooling Inc. as evidenced by certificate number 1,
    - (v) from the Company or a subsidiary in respect of stock in PDT Southeast LLC
- to the Investor dated on or about 1 December 2006;
- (g) Intercreditor Agreement between JP Morgan Chase Bank, N.A and the Investor dated 1 December 2006;
  - (h) the Charge; and
  - (i) Documents ancillary to or required under the documents described in paragraphs (a) to (d) required by the Investor.

**"Note Deed"** means the Convertible Note Subscription Deed dated 1 August 2006 between the parties and includes the Note Terms set out in Schedule 1 to that Deed and the letter amendments dated 30 August 2006 and 13 October 2006.

**"Securities"** means the charge and the Collateral Securities.

Words and phrases defined in the Note Deed have the same meanings in this Deed.

## 2. Release of Securities

Upon the execution hereof, the Investor:

- (a) will deliver to the Company ASIC Form 312 acknowledging the release of the Charge in its entirety; and

- (b) will procure that an executed release in a form and substance satisfactory to the Company and the Investor (acting reasonably) of each of the Collateral Securities and the documents ancillary thereto will be provided to the Company within 7 days of having been provided with such release.

**3. Acknowledgement**

Except as set forth herein, each party acknowledges that the other has performed all of its obligations under the Note Deed and the Securities in accordance with their respective terms.

**4. Governing Law and Jurisdiction**

This Agreement is governed by the laws of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and the Commonwealth of Australia and all Courts which have jurisdiction to hear appeals from those Courts.

