

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
A.I. SCIENTIFIC PTY LTD	06/12/1992
RECEIVING PARTY DATA	
Name:	AIM Lab Automation Technologies Pty Ltd
Street Address:	10-22 Hornibrook Esplanade
City:	Clontarf, Queensland
State/Country:	AUSTRALIA
Postal Code:	4019
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6599476
Patent Number:	7291309
Patent Number:	7846384
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NAME OF SUBMITTER:	Eric Jensen
Total Attachments: 29	

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AIM LAB PTY LTD
GRAMME LINKLATER
PO BOX 215
CLONTARF QLD 4019

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Certificate of the Registration of a Company

Corporations Act 2001 Paragraph 1274 (2) (b)

This is to certify that

ANALYTICAL INSTRUMENTS PTY. LTD.

Australian Company Number 009 938 498

is taken to be registered as a company under the
Corporations Act 2001 in Queensland.

On the twelfth day of June 1992 the company changed its name to
A.I. SCIENTIFIC PTY LTD

On the second day of December 2008 the company changed its name to
AIM LAB PTY LTD

The company is **limited by shares**.

The company is a **proprietary** company.

The day of commencement of registration is
the eighth day of May 1975.

Issued by the
Australian Securities and Investments Commission
on this seventh day of September, 2010.


A delegate of the Australian Securities and Investments Commission



CERTIFICATE

PATENT

REEL: 027558 FRAME: 0764

BUSINESS TRANSMISSION DEED

between

AIM Lab Pty Ltd
ACN 009 938 498
(Seller)

and

Aim Lab Automation Technologies Pty Ltd
ACN 151 499 071
(Buyer)

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	1
1.1	Definitions.....	1
1.2	Interpretation.....	5
2.	SALE AND PURCHASE.....	6
2.1	Agreement to sell and purchase.....	6
2.2	Title, risk and insurance	6
3.	PURCHASE PRICE	7
4.	COMPLETION	7
4.1	Time and place	7
4.2	Obligations on Completion	7
4.3	Simultaneous actions at Completion	7
5.	EMPLOYEES	7
5.1	Offer of employment by the Buyer.....	7
5.2	Employees	8
5.3	Superannuation	8
6.	CONTRACTS.....	9
6.1	Assignment.....	9
6.2	Assignment and covenant.....	9
6.3	Indemnity by the Buyer	9
6.4	No merger.....	9
7.	WARRANTIES BY THE SELLER.....	9
7.1	Warranties	9
7.2	Exclusion of liability.....	10
7.3	Buyer acknowledgements	10
7.4	Maximum aggregate amount.....	10
7.5	Time Limits	10
7.6	Mitigation of Loss.....	11
8.	GST.....	11
8.1	Definitions.....	11
8.2	Going concern	11
8.3	Recipient representation	11
8.4	Supplier representation.....	11
8.5	Gross up for GST if the supply is not a going concern	11
9.	CONFIDENTIALITY AND ANNOUNCEMENTS	12
9.1	General obligation.....	12
9.2	Agreement on press announcements.....	13
9.3	Continuing obligation	13
10.	NOTICES AND OTHER COMMUNICATIONS.....	13
10.1	Notices.....	13
10.2	Seller's address	14
10.3	Buyer's address	14
10.4	Stamp Duty	14
10.5	Governing law and jurisdiction	15
10.6	Severability	15

10.7	Further assurance.....	15
10.8	Consents	15
10.9	Amendment	15
10.10	Assignment.....	15
10.11	Counterparts.....	15
10.12	Entire understanding.....	15
10.13	Time of the Essence	16
SCHEDULE 1		17
	Completion Steps	17
SCHEDULE 2		19
	Warranties	19
SCHEDULE 3		20
	IP Assets	20
SCHEDULE 4		21
	Plant and Equipment	21
SCHEDULE 5		22
	Rental Assets	22
SCHEDULE 6		23
	Employees	23
ANNEXURE A		25
	Accounts	25

THIS DEED is made on 30 June 2011

between **AIM Lab Pty Ltd** ACN 009 938 498 of 10 - 22 Hornibrook Esplanade,
Clontarf Queensland 4019 (**Seller**)

and **Aim Lab Automation Technologies Pty Ltd** ACN 151 499 071 of 10 - 22
Hornibrook Esplanade, Clontarf, Queensland 4019 (**Buyer**)

RECITALS

- A. The Seller owns and operates the Business.
- B. The Seller has agreed to sell and the Buyer has agreed to purchase the Business on the terms and conditions set out in this Deed.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context requires otherwise:

Accounts means the accounts annexed to this Deed in Annexure A.

Assets means:

- (a) the Goodwill;
- (b) Plant and Equipment;
- (c) the benefit of the Contracts (subject to third party consents);
- (d) the Intellectual Property Rights;
- (e) the Records;
- (f) the Inventory;
- (g) the Debtors; and
- (h) cash on hand, in a financial institution or otherwise on deposit.

Assumed Liabilities means the liabilities in the Accounts that are expressly assumed by the Buyer under this Deed. It includes the Employee Entitlements and any liabilities for prepayments.

Business means the business of the development, manufacture and distribution of automation systems for laboratories conducted by the Seller as at the date of this Deed.

Business Day means a day on which the banks are open for business in Brisbane other than a Saturday, Sunday or public holiday in Brisbane.

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Deed.

Completion or Complete means completion of the sale and purchase of the Business pursuant to the provisions of this Deed.

Completion Date means the date of this Deed.

Contracts means all agreements relating exclusively to the Business to which the Seller is a party as at the Completion Date, including but without limitation the following:

- (a) customer and supplier contracts, tenders, quotations and similar dealings and other orders and agreements for the supply of goods or services to, or for the supply of products by, the Business.
- (b) agreements granting rights to manufacture or distribute any products or to act as representative or distributor or agent of the other party or to use know how, technology, confidential information, data, patents or other industrial or intellectual property or intangible assets; and
- (c) the Rental Contracts,

but excluding:

- (d) the Medical Systems Contract; and
- (e) any agreements to the extent that they relate to the Excluded Liabilities.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditor Claims means all amounts owed by or Claims made against the Seller as at the Completion Date in connection with the Business and all amounts in respect of which the Seller may be or become liable after the Completion Date as a result of facts or circumstances arising before the Completion Date, whether or not any Claim giving rise to the amount owing was known or ascertained by the Seller at the Completion Date and includes:

- (a) Claims by any person for breach of warranty in respect of the sale or supply by the Seller of products of the Business, unless these Claims are part of Assumed Liabilities; and
- (b) any Employee Claims that are not expressly assumed by the Buyer pursuant to a provision of this Deed.

Debtors means all amounts owed to the Seller in connection with the Business in respect of the period up to Completion.

Employee Entitlements means all of the accrued but untaken entitlements of the Employees in respect of:

- (a) salary, wages and bonuses.
- (b) annual leave and annual leave loading (if any).

- (c) long service leave; and
- (d) personal/carer's leave,

up to and including the Completion Date.

Employees means all persons employed by the Seller at the Completion Date, including the persons listed in Schedule 6.

Encumbrance includes a mortgage, charge, lien, restriction against transfer, encumbrance and other third party interest.

Excluded Liabilities means the Creditor Claims and all other Claims on or against the Seller in connection with conduct of the Business by the Seller up to the Completion Date unless a liability is an Assumed Liability.

Goodwill means the goodwill of the Seller in and attaching to the Business and includes the right for the Buyer to represent in itself as carrying on the Business as the successor of the Seller.

Government Agency means any government, governmental, semi governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity.

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law has the same meaning as in the GST Act.

Immediately Available Funds means cash, bank cheque or telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee.

Intellectual Property Rights means all intellectual property and proprietary rights of the Business (whether registered or unregistered), including:

- (a) trade or service marks.
- (b) business names.
- (c) licences.
- (d) any right to have information (including confidential information) kept confidential; and
- (e) logos, designs, design rights, copyright, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, know how and similar industrial or intellectual property rights,

including all intellectual property rights in the IP Assets set out in Schedule 3.

Inventory means all raw materials, spare parts, consumables, packaging, stock-in-trade and inventory of the Business and all other items held for resale in the ordinary

course of the Business as at the Completion Date and includes items which, as at the Completion Date, are:

- (a) held by or on behalf of the Seller. or
- (b) in transit to the Seller. or
- (c) on consignment with a customer or any other person.

IP Assets means those IP assets carried in the Accounts including those listed in Schedule 4.

Loss includes any loss, damage, cost, charge liability (including Tax liability) or expense (including legal costs and expenses).

Medical Systems Contract means an agreement between the Seller and Medical Systems Spa.

Non-Transferring Employees means those Employees who do not accept the Buyer's offer of employment under clause 5.

Personnel means the officers, employees, contractors (including sub-contractors and their employees), professional advisers, representatives and agents of a person.

Plant and Equipment means those items of plant and equipment specified in Schedule 4.

Premises means the principal place of business of the Seller.

Purchase Price means \$2,000,000.

Records means all documents, books, files, reports, accounts and plans of the Seller relating exclusively or substantially to the Business and the Assets including:

- (a) all marketing and customer files and customer lists.
- (b) promotional and sales literature and other advertising material and catalogues.
- (c) supplier lists.
- (d) all records of the Debtors and Creditor Claims.
- (e) wages and other employment benefit and payroll and personnel records of the Transferring Employees.
- (f) all computer software (including the media on which the same is stored) and computer records; and
- (g) all records of the Contracts.

Relevant Employee means any Employee.

Related Body Corporate has the meaning given to that expression in the Corporations Act.

Rental Assets means the assets in the possession or control of and used by the Seller in connection with the Business which are carried in the Accounts and the subject of the Rental Contracts including those set out in Schedule 5.

Rental Contracts means all lease, rental, hire purchase, credit sale or similar agreements to which any of the Rental Assets is subject.

Seller's Warranties means each of the representations and warranties given under clause 7 and set out in Schedule 2.

Subsidiaries means any company that is a subsidiary within the meaning of the Corporations Act.

Tax means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition.

Transferring Employees means those Relevant Employees who accept an offer of employment by the Buyer under clause 5.1.

Warranty Claim means a claim for breach of a Seller's Warranty.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) reference to:
 - (i) one gender includes the others.
 - (ii) the singular includes the plural and the plural includes the singular.
 - (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this Deed and references to this Deed include any recital, schedule or annexure.
 - (iv) any contract (including this Deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated.
 - (v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
 - (vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority.
 - (vii) time is a reference to Brisbane, Queensland.
 - (viii) money (including '\$', 'AUD' or 'dollars') is to Australian currency; and
 - (ix) any thing (including any amount or any provision of this Deed) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them.

- (b) an agreement, undertaking, representation or warranty of the Seller binds the parties comprising the Seller jointly and severally.
- (c) no party enters into this Deed as agent for any other person (or otherwise on their behalf or for their benefit).
- (d) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation.
- (e) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (f) headings and the table of contents are for convenience only and do not form part of this Deed or affect its interpretation.
- (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (h) the time between 2 days, acts or events includes the day of occurrence or performance of the second but not the first act or event.
- (i) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.
- (j) a provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

2. SALE AND PURCHASE

2.1 Agreement to sell and purchase

With effect from the Completion Date the Seller must sell and transfer to the Buyer the Business and the Assets subject to the Buyer assuming liability for the Assumed Liabilities:

- (a) free of any Encumbrance;
- (b) for the Purchase Price; and
- (c) subject to this Deed.

2.2 Title, risk and insurance

The parties agree and acknowledge:

- (a) unencumbered legal and beneficial title to the Business and in the Assets will pass to the Buyer on Completion.
- (b) until Completion, the Seller remains the owner of and bears all risk in connection with the Business and the Assets; and

- (c) from Completion, the Buyer becomes the owner of and bears all risk in connection with the Business and the Assets.

3. PURCHASE PRICE

On the Completion Date the Buyer must pay the Purchase Price to the Seller in Immediately Available Funds or in such other manner that the Buyer and the Seller agree in writing.

4. COMPLETION

4.1 Time and place

Completion will take place at 10.00am on the Completion Date at the offices of the Seller's lawyers or such other time and place agreed by the Buyer and Seller in writing.

4.2 Obligations on Completion

On or before Completion, each party must carry out the Completion steps referable to it in accordance with Schedule 1.

4.3 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under this Deed are interdependent.
- (b) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date.

5. EMPLOYEES

5.1 Offer of employment by the Buyer

The Buyer must offer in writing to employ each Relevant Employee with effect from Completion. The offer must:

- (a) be in a form reasonably approved by the Seller in writing before the offer is made.
- (b) be on terms and conditions of employment substantially similar to, and, considered overall, no less favourable to the Relevant Employee than, the terms and conditions of the Relevant Employee's employment with the Seller.
- (c) recognise the Relevant Employee's service with the Seller for all purposes.
- (d) state that the offer and any contract arising from the acceptance of that offer is conditional on Completion and on the Relevant Employee resigning from his/her employment with the Seller in order to accept the offer.
- (e) state that employment with the Buyer commences on Completion; and

- (f) state that the Relevant Employee must advise the Buyer of his/her acceptance of the offer within 5 Business Days after the later of:
 - (i) the date of the offer; and
 - (ii) if the Relevant Employee is on leave, the date the Relevant Employee returns from leave.

5.2 Employees

- (a) The Seller must accept the Transferring Employees' resignation from employment with the Seller, that resignation to take effect on Completion.
- (b) On Completion the Buyer must:
 - (i) Pay to Non-Transferring Employees all of their wages, salaries, annual leave, pay leave loading, long service leave, personal/carer's leave and any other remuneration, compensation or benefits (including any entitlement to severance or redundancy payments), arising out of their employment or the termination of their employment.
 - (ii) Pay to or accrue for the benefit of Transferring Employees:
 - (A) any entitlement to wages, salaries, remuneration, compensation or benefits arising out of their employment (other than the Employee Entitlements), due to or accrued by them at the Completion Date; and
 - (B) make all superannuation contributions it is obliged to make in respect of the period up to the Completion Date.
- (c) Subject to Completion, the Buyer:
 - (i) will be solely responsible for the Transferring Employees on and from the Completion Date; and
 - (ii) indemnifies and holds the Seller fully indemnified against the amount of any Claims by such Transferring Employees against the Seller or the Buyer in respect of:
 - (A) any liability to the Transferring Employees in respect of the amounts referred to in clause 5.2(b).
 - (B) the redundancy of any Transferring Employee after the Completion Date; and
 - (C) Employee Entitlements; and
 - (iii) must satisfy this indemnity immediately on demand.

5.3 Superannuation

After the Completion Date, the Seller will provide all reasonable assistance requested by the Buyer to enable the Buyer to become recognised as employer of the Transferring Employees by the relevant superannuation funds, if and as applicable.

6. CONTRACTS

6.1 Assignment

If the Assets include the benefit of Contracts which cannot effectively be assigned to the Buyer without the consent of a third party or except by an agreement or novation:

- (a) prior to and after Completion, the Seller and the Buyer will use all reasonable endeavours to obtain consent to assignment or to procure a novation of particular Contracts specified by the Buyer; and
- (b) unless and until consent is obtained or such Contracts are novated the Buyer will for its own benefit and to the extent that the Contracts permit, perform on behalf of the Seller (but at the Buyer's expense) all the obligations of the Seller arising after Completion.

6.2 Assignment and covenant

Subject to clause 6.1:

- (a) the Seller will assign to the Buyer with effect on and from Completion all the Seller's right, title and interest to the Contracts to the intent that on and from Completion all rights and obligations of the Seller will vest in, and be undertaken and be exercised and performed by the Buyer; and
- (b) the Buyer will observe and perform all the covenants, terms, conditions and agreements to be observed or performed by the Seller under the Contracts after the Completion Date.

6.3 Indemnity by the Buyer

The Buyer will indemnify the Seller and keep the Seller indemnified at all times in respect of any Claim which the Seller may suffer sustain or incur by reason or on account of any non performance or non observance by the Buyer on or after the Completion Date of any of the covenants terms conditions or agreements to be observed and performed by the Seller under the Contracts.

6.4 No merger

For the avoidance of doubt, the provisions of this clause 6 do not merge on Completion.

7. WARRANTIES BY THE SELLER

7.1 Warranties

- (a) The Seller represents and warrants to the Buyer that each of the Seller's Warranties is true and accurate at the date of this Deed and will be true and accurate on the Completion Date.
- (b) The Seller acknowledges that the Buyer has executed this Deed, and agreed to take part in the transactions provided for by this Deed, in reliance on the Seller's Warranties.

7.2 Exclusion of liability

To the maximum extent permitted by law:

- (a) all terms, conditions, warranties, indemnities and statements (whether express, implied, written, oral, collateral, statutory or otherwise) which are not expressly set out in this Deed are excluded and, to the extent they cannot be excluded, the Seller disclaims all liability in relation to them; and
- (b) the Buyer must not make any Claim under or in connection with this Deed unless it is based solely on and limited to the express provisions of this Deed.

7.3 Buyer acknowledgements

The Buyer acknowledges and agrees that:

- (a) it has received independent and professional advice (including legal, accounting, tax and financial advice) concerning this Deed and has satisfied itself about anything arising from that advice.
- (b) it has had the opportunity to conduct due diligence investigations in relation to the Business and Assets and has satisfied itself of the results of that investigation; and
- (c) except as expressly set out in this Deed, none of the Seller, the Seller's Personnel nor any person acting on behalf of or associated with the Seller are responsible to the Buyer and the Buyer has not relied on any statement or representation made, any advice, warranty, undertaking, promise or forecast given or any conduct of any kind engaged in relation to the Business.

7.4 Maximum aggregate amount

The maximum aggregate amount that the Buyer may recover from the Seller (whether by way of damages or otherwise) for a breach of a Sellers' Warranty under this Deed, other than for a Tax Claim, is an amount equal to the Purchase Price.

7.5 Time Limits

Despite any other provision of this Deed, other than as a result of an illegal, or fraudulent act or omission of the Seller, the Seller is not liable to make any payment (whether by way of damages or otherwise) for any Claims unless:

- (a) notice of a Claim against the Seller is given by the Buyer to the Seller within 6 months from the date of this Deed;
- (b) within a further 3 months after the Seller has received the notice under clause 7.5(a), the Claim has not been:
 - (i) admitted or satisfied by the Seller,
 - (ii) withdrawn by the Buyer.
 - (iii) settled between the Seller and the Buyer or
 - (iv) referred to a court of competent jurisdiction by the Buyer properly issuing legal proceedings against the Seller in relation to the claim.

7.6 Mitigation of Loss

The Seller is not liable to make any payment (whether by way of damages or otherwise) for any Claim by the Buyer under or pursuant to this Deed to the extent the Seller's position is compromised or prejudiced by the failure of the Buyer to take reasonable steps to mitigate the Loss arising from the Claim.

8. GST

8.1 Definitions

Capitalised expressions which are not defined in this Deed but which have a defined meaning in the GST Act have the same meaning in this clause. GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* as amended renamed or replaced from time to time.

8.2 Going concern

The parties agree that the sale and purchase of the Business under this Deed is a Supply of a Going Concern by the Supplier to the Recipient.

8.3 Recipient representation

The Recipient warrants and represents that:

- (a) it is registered under the GST Act as at the date of this Deed and will do all things necessary to ensure that it will remain registered until Completion; and
- (b) if for any reason it ceases to be registered under the GST Act before Completion it will immediately notify the Supplier.

8.4 Supplier representation

The Supplier warrants and represents that:

- (a) it carries on, and will continue to carry on, the Enterprise to which the Supply of the Going Concern relates, up to and including Completion; and
- (b) it will supply to the Recipient all of the things that are necessary for the continued operation of the Enterprise.

8.5 Gross up for GST if the supply is not a going concern

- (a) Subject to clause 19.5(b), the Recipient acknowledges that the Purchase Price agreed under this Deed has been agreed on the basis that the Supply of the Business is a Supply of a Going Concern that is GST free under the GST Act.
- (b) If for any reason GST is or becomes payable by the Supplier on the Supply of the Business under this Deed, the Recipient must pay an additional amount to the Supplier, as applicable, on account of the GST payable by the Supplier for that Supply as well as any interest and penalties imposed on the Supplier by the Australian Taxation Office on the Supply (**GST Amount**).
- (c) Payment of the GST Amount under clause 19.5(b) is subject to the Supplier first providing a Tax Invoice to the Recipient.

- (d) Payment of the GST Amount under clause 19.5(b) must be made within ten (10) business days after the Recipient receives the Tax Invoice from the Supplier.
- (e) Despite any remedy available at law or equity to the Supplier, if the Recipient fails to pay the GST payable under clause 19.5(b) within ten (10) business days after the Recipient receives the Tax Invoice from the Supplier, the Recipient will be liable to pay interest to the Supplier, calculated at the Indicator Lending Rate – standard variable housing loans interest rate last published by the Reserve Bank of Australia before the start of the year of income, for the period from the date of the Tax Invoice to the date the Recipient pays the GST payable.

9. CONFIDENTIALITY AND ANNOUNCEMENTS

9.1 General obligation

- (a) Subject to clause 9.1(b), each party must keep confidential:
 - (i) the existence and terms of this Deed (and any draft of this Deed); and
 - (ii) all negotiations in connection with it and the transactions contemplated by it,
 and must ensure that their respective Personnel do likewise.
- (b) A party may disclose information:
 - (i) on a confidential basis to its advisers (including bankers) to enable them to advise in connection with this Deed (including its administration or enforcement).
 - (ii) to a person whose consent is needed in connection with this Deed if the party seeking consent [uses reasonable endeavours to get the consenting person to agree/gets the consenting person to agree] to keep the information confidential (and then only to the extent that the consenting person needs to know the information in order to decide whether to consent).
 - (iii) if that information is in the public domain (other than because the party has disclosed it in breach of this Deed).
 - (iv) if the party lawfully had the information before it was disclosed to them in connection with this Deed.
 - (v) with the consent of each other party.
 - (vi) in proper course of legal or other proceedings relating to this Deed.
 - (vii) if compelled by law or by an authority such as a Governmental Agency, court, tribunal or stock exchange. or
 - (viii) if this Deed, or any non disclosure agreement signed by the parties in relation to the Business that is still in force, expressly requires or permits a party to disclose information, but only after consulting with

each other party beforehand as to the content and timing of the disclosure.

9.2 Agreement on press announcements

No party will make any public or press announcement or statement concerning this Deed or Completion without the prior written approval of the other parties. The parties must in good faith agree at or before Completion on the form of any press announcement or public statement that they will each make concerning this Deed.

9.3 Continuing obligation

This clause 9 continues to bind the parties after Completion and after the parties' other obligations under this Deed terminate.

10. NOTICES AND OTHER COMMUNICATIONS

10.1 Notices

- (a) A Notice under this Deed must be in writing and signed by or on behalf of the sender addressed to the recipient and:
 - (i) delivered by personal service.
 - (ii) sent by pre-paid mail. or
 - (iii) transmitted by facsimile or e-mail,
 to the recipient's address set out in this Deed.
- (b) A Notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) if delivered in person, on the day of delivery.
 - (ii) if sent by pre-paid mail within Australia, on the third Business Day after posting; and
 - (iii) if sent by pre-paid airmail to an address outside Australia or from outside Australia, on the fifth Business Day (at the address to which it is posted) after posting.
 - (iv) if transmitted by facsimile and a correct and complete transmission report is received on the day of transmission, on that day; and
 - (v) if transmitted by email, on the day of transmission, provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered.
- (c) A party may change its address for service by giving Notice of that change to each other party.
- (d) The provisions of this clause 10.1 are in addition to any other mode of service permitted by law.

- (e) If a Notice is sent by any method other than pre-paid mail, and that Notice is received:
 - (i) on a day which is not a Business Day, or
 - (ii) after 5pm on a Business Day,
 that Notice is deemed to be received at 9am on the next Business Day.
- (f) A Notice sent or delivered in a manner provided by clause 10.1 must be treated as validly given to and received by the party to which it is addressed even if the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent.
- (g) If the party to which a Notice is intended to be given consists of more than 1 person then the Notice must be treated as given to that party if given to any of those persons

10.2 Seller's address

The Seller's address for service, facsimile number and electronic mail address are:

Attention: Mr Stephen Pronk
 Address: 10 - 22 Hornibrook Esplanade, Clontarf
 Queensland 4019
 Facsimile no: +61 7 3283 7933
 Email address: stephen.pronk@aimlab.com

10.3 Buyer's address

The Buyer's address for service, facsimile number and electronic mail address are:

Attention: The Directors
 Address: 10 - 22 Hornibrook Esplanade, Clontarf
 Queensland 4019
 Facsimile no: +61 7 3283 7933
 Email address: stephen.pronk@aimlab.com

10.4 Stamp Duty

- (a) Except as expressly stated otherwise in this Deed, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Deed.
- (b) Despite any other provision of this Deed, the Buyer must pay when due all stamp duty (including all fines, penalties and interest) and other government imposts payable on or in connection with this Deed and any transaction contemplated by this Deed, and all instruments of transfer and other documents or instruments executed under or in connection with this Deed or any transaction contemplated by this Deed.

- (c) The Buyer indemnifies the Seller against all liability arising from any failure by the Buyer to comply with its obligations under this clause.

10.5 **Governing law and jurisdiction**

- (a) This Deed is governed by and is to be construed in accordance with the laws applicable in Queensland, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

10.6 **Severability**

- (a) Subject to clause 10.6(b), if a provision of this Deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Deed.
- (b) Clause 10.6(a) does not apply if severing the provision:
 - (i) materially alters the scope and nature of this Deed or the relative commercial or financial positions of the parties. or
 - (ii) would be contrary to public policy.

10.7 **Further assurance**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Deed and to perform its obligations under it.

10.8 **Consents**

Except as expressly stated otherwise in this Deed, a party may conditionally or unconditionally give or withhold consent to be given under this Deed and is not obliged to give reasons for doing so.

10.9 **Amendment**

This Deed may only be varied or replaced by a document executed by the parties.

10.10 **Assignment**

A party must not assign, create or allow to exist any third party interest over or deal with, any right under this Deed without the prior written consent of the other parties. Any purported dealing in breach of clause 10.10 is ineffective.

10.11 **Counterparts**

This Deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement.

10.12 **Entire understanding**

- (a) This Deed contains the entire understanding between the parties as to the subject matter of this Deed.

- (b) Except in relation to any non disclosure or similar agreement signed by the parties in relation to the Business that is still in force, all previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Deed are merged in and superseded by this Deed and are of no effect. No party is liable to any other in respect of those matters.
- (c) No oral explanation or information provided by any party to another affects the meaning or interpretation of this document or constitutes any collateral agreement, warranty or understanding between any of the parties.

10.13 Time of the Essence

Time is of the essence of this Deed. If the parties agree to vary a time requirement (including in this Deed), the time requirement so varied is of the essence of this Deed. An agreement to vary a time requirement set out in this Deed must be in writing.

Schedule 1

Completion Steps

1. OBLIGATIONS OF THE SELLER

1.1 The Seller must on Completion:

- (a) **(Assets)** deliver to the Buyer duly signed transfer and similar forms in respect of all Assets that require such forms for their transfer.
- (b) **(Intellectual Property Rights)** assign and transfer absolutely all its right, title and interest in all Intellectual Property Rights by delivering to the Buyer deeds of assignment or transfers of the IP Assets all in form and substance reasonably required by the Buyer.
- (c) **(delivery)** deliver to the Buyer those Assets, including the Plant and Equipment, capable of transfer by leaving those Assets in situ at the Premises.
- (d) **(possession)** permit the Buyer to take possession of all those Assets which are not on the Premises, at the location where they are usually retained.
- (e) **(Records)** deliver to the Buyer the Records.
- (f) **(Executive Service Agreements)** deliver to the Buyer duly signed counterparts of any agreements with executives who are Transferring Employees.
- (g) **(Release of Encumbrances)** deliver evidence satisfactory to the Buyer of the release of all Encumbrances (if any) over the Business and the Assets.
- (h) **(consents and approvals)** deliver to the Buyer signed copies of all required governmental and regulatory approvals or other third party approvals and consents to the actions required by this Deed.
- (i) **(Change in name)** deliver to the Buyer duly executed special resolutions of each of the Seller and any other entity required by this Deed to change their name to a name not including the words 'AIM' or 'Lab' or any derivatives of either of those words, together with properly completed forms for lodgement with ASIC.
- (j) **(Utilities)** surrender or cause to be surrendered all telephone and related lines, electricity, gas and other utility services of the Business as relate to the Premises and use its best endeavours to assist the transfer or grant of those services or the grant of similar new services to the Buyer.
- (k) **(Rental Assets)** deliver to the Buyer such other documents and material as the Buyer requires to effect the transfer of the Rental Assets to the Buyer.
- (l) **(Termination and release)** deliver evidence satisfactory to the Buyer confirming the release of any rights or entitlements which the Seller may have in relation to the Intellectual Property Rights.
- (m) **(General)** deliver to the Buyer such other documents and material and do all other things reasonably required to effect the transfer of the Business and the

Assets to the Buyer on Completion and perform all other obligations to be performed by the Seller on Completion under this Deed.

2. BUYERS' OBLIGATIONS

On Completion the Buyer must:

- (a) pay the Purchase Price to the Seller in Immediately Available Funds; and
- (b) do all other things reasonably required on its part to effect the transfer of the Business and the Assets to the Buyer on Completion.

Schedule 2

Warranties

1. TITLE TO ASSETS

The Seller is the legal and beneficial owner of the Business and the Assets and has the legal right to sell the Business and the Assets to the Buyer free from all mortgages and Encumbrances and the Buyer will acquire full legal and beneficial ownership of the Assets on Completion.

2. LEGAL CAPACITY OF SELLER

- (a) The Seller is a body corporate duly incorporated under the Corporations Act and has full power and authority to enter into, exercise its rights and perform and comply with its obligations under this Deed.
- (b) This Deed has been duly executed by the Seller and is legal, valid and binding against the Seller in accordance with its terms.
- (c) The Seller is not bound by any contract, arrangement or understanding (written or unwritten) which may restrict its right or ability to enter into or perform this Deed.

3. POWERS OF ATTORNEY

There is no power of attorney or other authority in force by which a person is able to bind the Business.

Schedule 3

IP Assets

All Intellectual property of the business including but not limited to the following patents:

Aim Lab Pty Ltd:00P061 - US Patent (Nat Phase) A.i. Scientific Pty Ltd 6,599,476 29.07.03 A sample distribution system PP0581	27.11.97
Aim Lab Pty Ltd:00P063 - EP Pat Appln (Nat Phase) A.i. Scientific Pty Ltd 98959670.5 27.11.98 A sample distribution system PP0581	27.11.97
Aim Lab Pty Ltd:00P064 - AU Patent (Nat Phase) A.i. Scientific Pty Ltd 745578 27.11.98 A sample distribution system PP0581	27.11.97
Aim Lab Pty Ltd:01P160 - AU Patent (Div) A.i. Scientific Pty Ltd 768222 28.02.02 A sample distribution system PP0581	27.11.97
Aim Lab Pty Ltd:03P044 - US Patent (Div) A.i. Scientific Pty Ltd 7,291,309 06.11.07 A sample distribution system 09/555,360	27.11.98
Aim Lab Pty Ltd:03P080 - AU Patent (Div) A.i. Scientific Pty Ltd 2004200814 27.11.98 A sample distribution system PP0581	27.11.97
Aim Lab Pty Ltd:06P159 - US Div Patent A.i. Scientific Pty Ltd 7,846,384 07.12.10 Sample Distribution Apparatus US09/555,360	27.11.98
Aim Lab Pty Ltd:06T030 - AU TM 948059 A.i. Scientific Pty Ltd 948059 24.03.03 ARRM (Image) CI 9	N/A
Aim Lab Pty Ltd:09T007 - AU TM Appln – AIM Aim Lab Pty Ltd 1288524 06.03.09 AIM CI 9	N/A
Aim Lab Pty Ltd:09T008 - AU TM – Pathfinder Aim Lab Pty Ltd 1288525 06.03.09 PATHFINDER CI 10	N/A
Aim Lab Pty Ltd:09T021 - EU Conv TM Appln – Pathfinder Aim Lab Pty Ltd 008544835 20.08.09 PATHFINDER CI 10 1288525	06.03.09
Aim Lab Pty Ltd:09T022 - US Conv TM – Pathfinder Aim Lab Pty Ltd 3,875,525 16.11.10 PATHFINDER CI 10 1288525	06.03.09

Schedule 4

Plant and Equipment

All of the plant and equipment reflected in the Accounts.

Schedule 5
Rental Assets

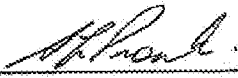
Purchase Date	Asset Code	Description

Schedule 6**Employees**

	EMPLOYEE NAME	RELEVANT EMPLOYEE (YES/NO)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

EXECUTED as a deed

EXECUTED as a DEED by
AIM LAB PTY LTD
in accordance with Section 127 of the
Corporations Act 2001:



Signature

STEPHEN LUKE PRONK.
Full Name (print)

Director

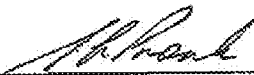


Signature

LOUISE ANNE READ
Full Name (print)

Secretary

EXECUTED as a DEED by
AIM LAB AUTOMATION TECHNOLOGIES PTY LTD
in accordance with Section 127 of the
Corporations Act 2001:



Signature

STEPHEN LUKE PRONK.
Full Name (print)

Director



Signature

LOUISE ANNE READ
Full Name (print)

Secretary

Reference: EYF [insert file]

Business Transmission Deed

corporate/735002_1

Annexure A

Accounts

Annexed hereto