

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2653289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
XTRALIS TECHNOLOGIES LTD	02/27/2006
RECEIVING PARTY DATA	
Name:	NATIONAL AUSTRALIA BANK LIMITED
Street Address:	LEVEL 25, 255 GEORGE STREET
City:	SYDNEY NSW 2000
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7983445
CORRESPONDENCE DATA	
Fax Number:	(414)225-9753
Phone:	414-225-9755
Email:	docketing@boylefred.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	BOYLE FREDRICKSON S.C.
Address Line 1:	840 NORTH PLANKINTON AVENUE
Address Line 4:	MILWAUKEE, WISCONSIN 53203
ATTORNEY DOCKET NUMBER:	2465.005
NAME OF SUBMITTER:	TIMOTHY E. NEWHOLM
Signature:	/Timothy E. Newholm/
Date:	12/18/2013
Total Attachments: 25 source=00679679#page1.tif source=00679679#page2.tif	

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COMMONWEALTH OF THE BAHAMAS

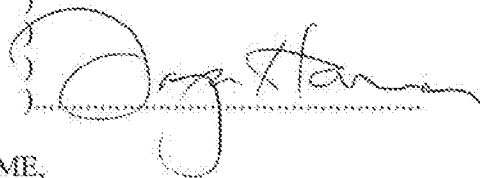
New Providence

I, **TANYA R. HANNA** of the Eastern District of the Island of New Providence one of the Islands of the Commonwealth of The Bahamas make oath and say that I was present and saw the Common Seal of **VFS GROUP HOLDINGS LIMITED** (hereinafter referred to as "the **Company**") affixed to the annexed Indenture of Pledge of Shares and Collateral by Maria Ferere a Director of the Company and that I saw the said Maria Ferere sign, execute and deliver the said Indenture as and for the act and deed of the Company and for the purposes therein mentioned and that I subscribed my name as the witness to the due execution thereof. And further, that the seal affixed and impressed at the foot or end of the said Indenture is the Common Seal of the Company and was affixed and impressed thereto by the said Maria Ferere by the order and with the authority of the Board of Directors of the Company and in conformity with the Articles of Association of the Company.

SWORN at Nassau, The Bahamas)

this 27th day of February

A.D., 2006



BEFORE ME,



NOTARY PUBLIC

COMMONWEALTH OF THE BAHAMAS

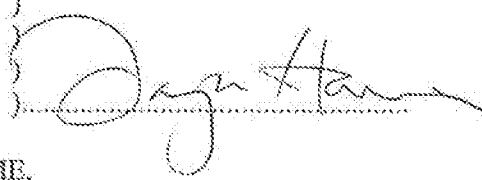
New Providence

I, **TANYA R. HANNA** of the Eastern District of the Island of New Providence one of the Islands of the Commonwealth of The Bahamas make oath and say that I was present and saw the Common Seal of **VFS INTERNATIONAL HOLDINGS LIMITED** (hereinafter referred to as "**the Company**") affixed to the annexed indenture of Pledge of Shares and Collateral by Maria Ferere a Director of the Company and that I saw the said Maria Ferere sign, execute and deliver the said Indenture as and for the act and deed of the Company and for the purposes therein mentioned and that I subscribed my name as the witness to the due execution thereof. And further, that the seal affixed and impressed at the foot or end of the said Indenture is the Common Seal of the Company and was affixed and impressed thereto by the said Maria Ferere by the order and with the authority of the Board of Directors of the Company and in conformity with the Articles of Association of the Company.

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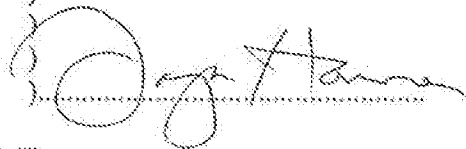
New Providence

I, **TANYA R. HANNA** of the Eastern District of the Island of New Providence one of the Islands of the Commonwealth of The Bahamas make oath and say that I was present and saw the Common Seal of **VFS TECHNOLOGIES LTD.** (hereinafter referred to as "the Company") affixed to the annexed Indenture of Pledge of Shares and Collateral by Maria Ferere a Director of the Company and that I saw the said Maria Ferere sign, execute and deliver the said Indenture as and for the act and deed of the Company and for the purposes therein mentioned and that I subscribed my name as the witness to the due execution thereof. And further, that the seal affixed and impressed at the foot or end of the said Indenture is the Common Seal of the Company and was affixed and impressed thereto by the said Maria Ferere by the order and with the authority of the Board of Directors of the Company and in conformity with the Articles of Association of the Company.

SWORN at Nassau, The Bahamas)

this 27th day of February

A.D., 2006



BEFORE ME,



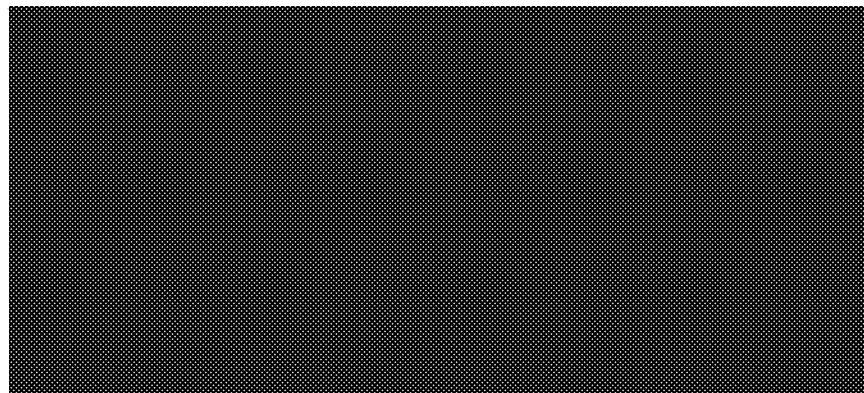
NOTARY PUBLIC

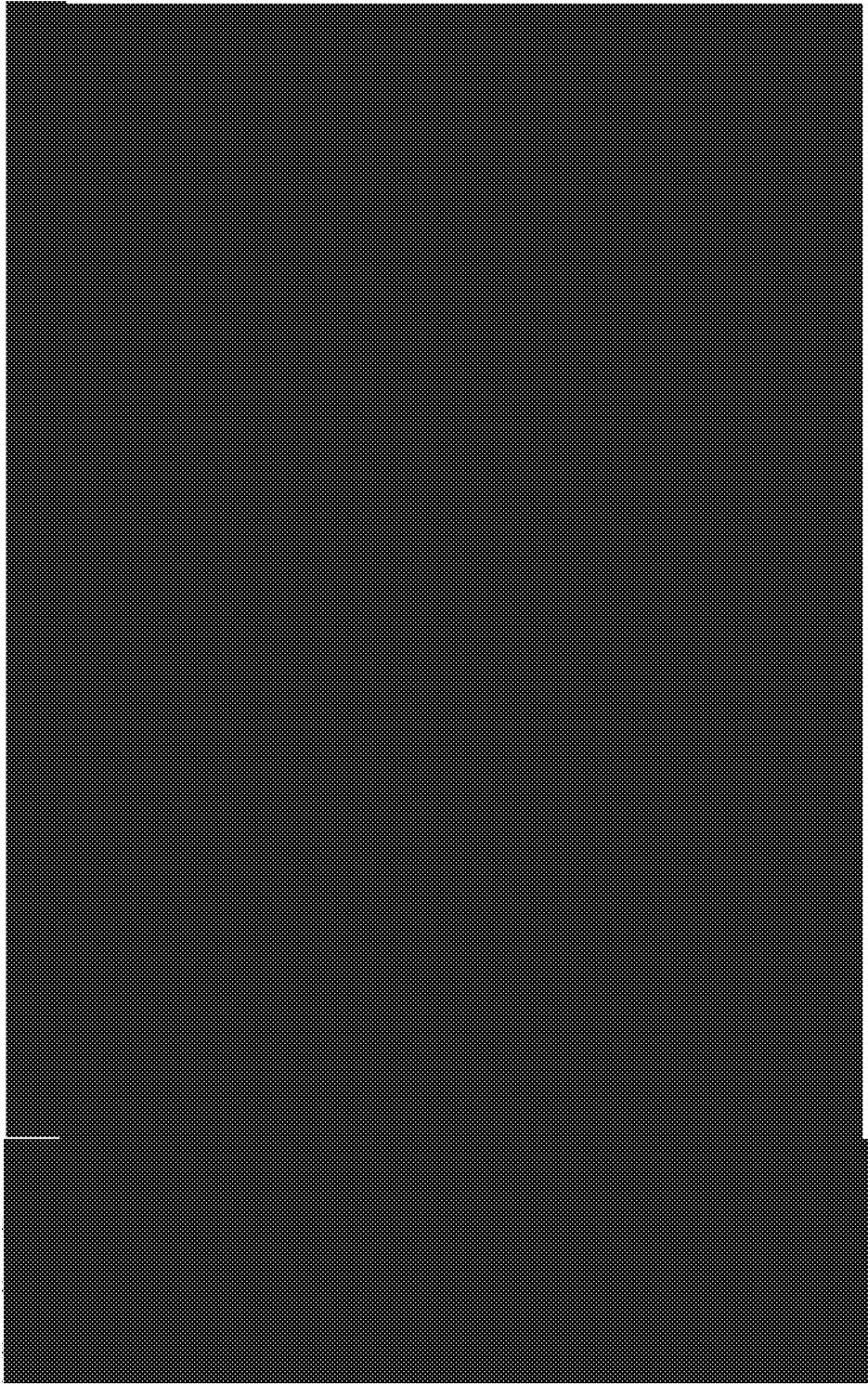
COMMONWEALTH OF THE BAHAMAS

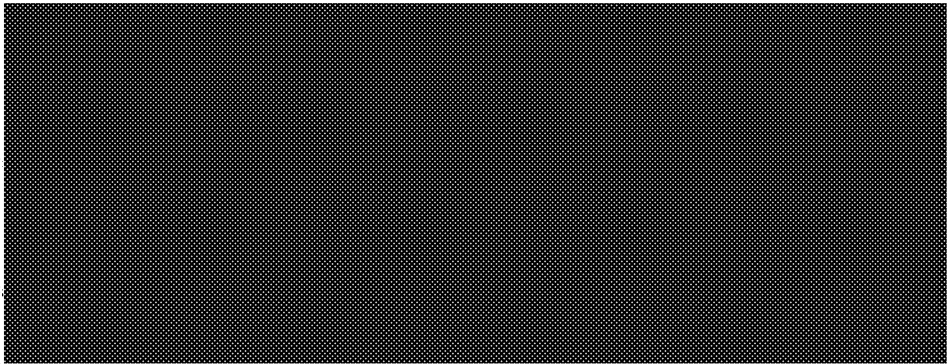
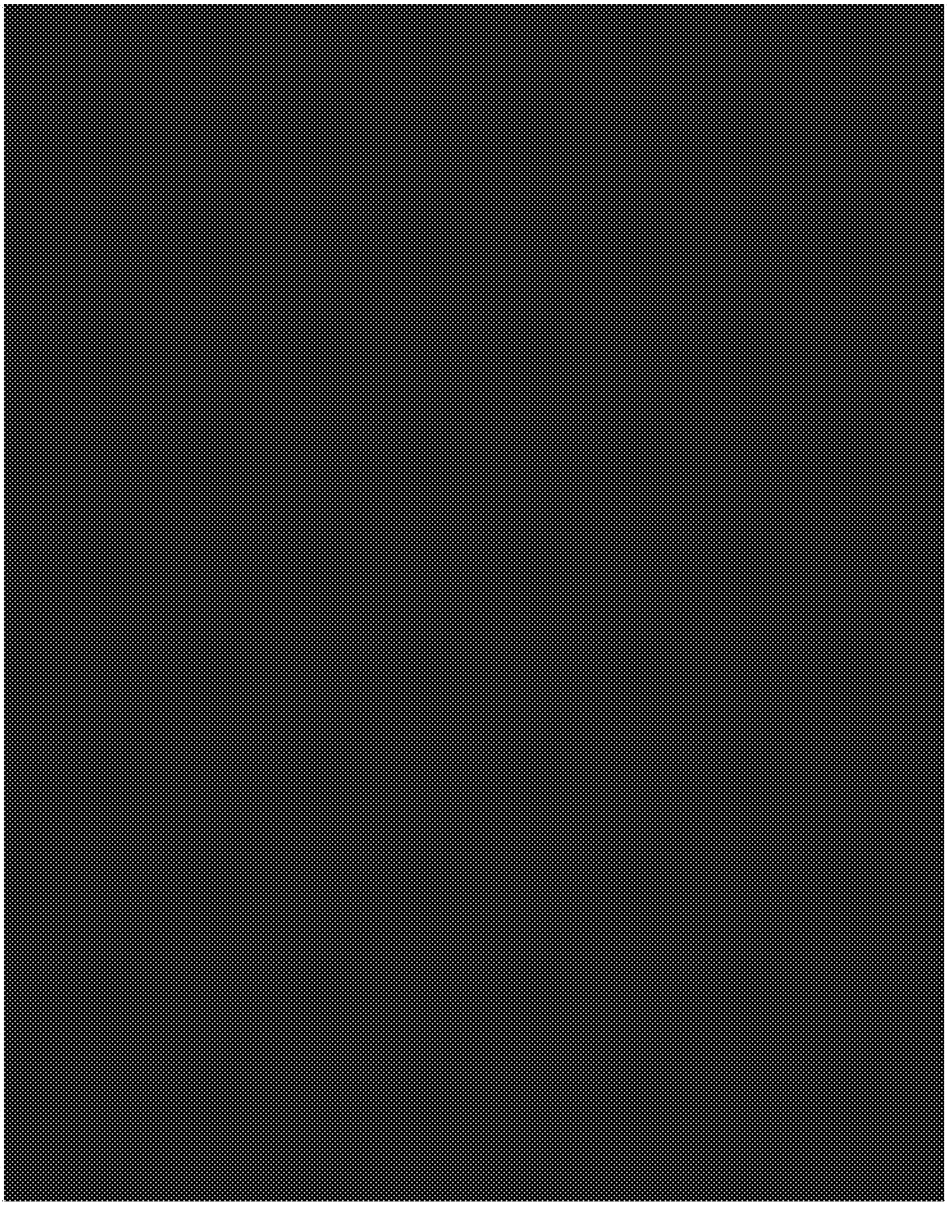
New Providence

THIS PLEDGE OF SHARES AND COLLATERAL is made the 27th day of February A.D., 2006 **BETWEEN VFS GROUP HOLDINGS LIMITED** a company incorporated and existing under the laws of the Commonwealth of the Bahamas (hereinafter called "**VFS GROUP**") **AND VFS INTERNATIONAL HOLDINGS LIMITED** another company incorporated and existing under the laws of the said Commonwealth of the Bahamas (hereinafter called "**VFS INTERNATIONAL**") **AND VFS TECHNOLOGIES LTD.** another company incorporated and existing under the laws of the said Commonwealth of the Bahamas (hereinafter called "**VFS TECHNOLOGIES**") (**VFS GROUP, VFS INTERNATIONAL** and **VFS TECHNOLOGIES** hereinafter collectively called "**the Security Providers**") of the one part and **NATIONAL AUSTRALIA BANK LIMITED** in its capacity as Security Trustee of the Trust (hereinafter called "**the Security Trustee**") of the other part.

WHEREAS:-

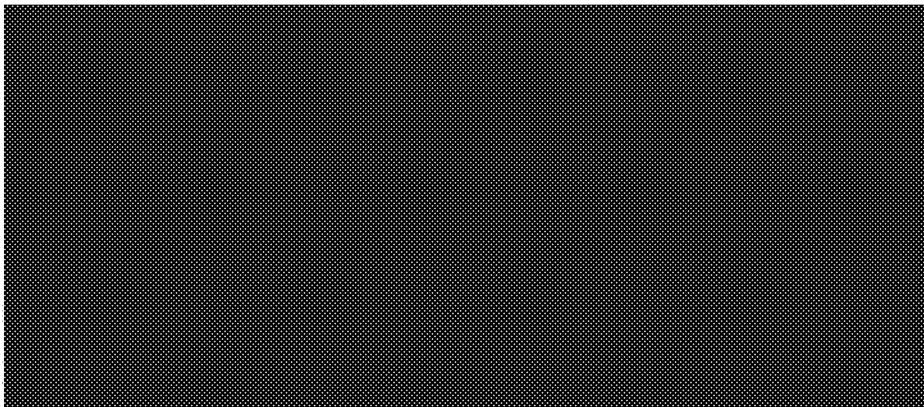








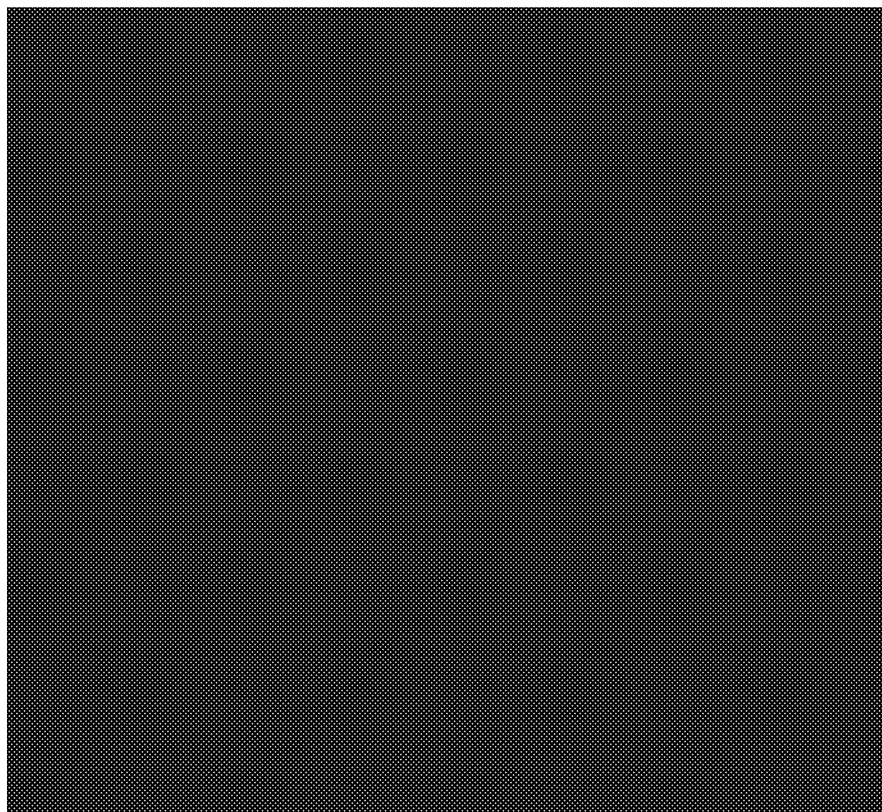
NOW THIS DEED WITNESSETH as follows:-



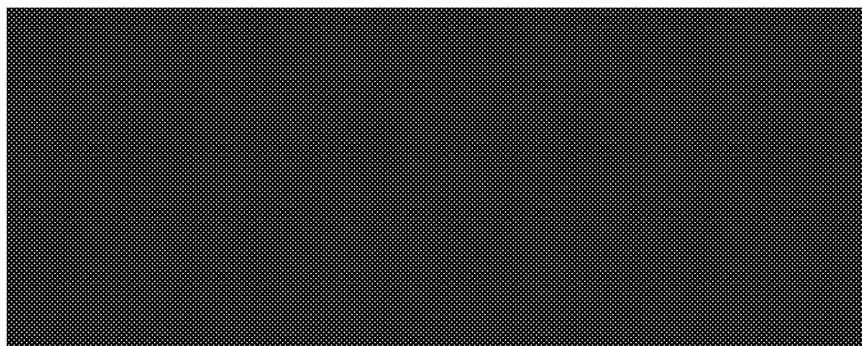
2. Charge. Each Security Provider hereby charges by way of a first charge over all the present and future undertaking and assets and property of each Security Provider whatsoever (other than the assets and property pledged under clause 1) and wheresoever situate to secure the

payment of the Secured Money, excluding all assets of the Security Providers' situated in Australia.

The charge will be a fixed charge over:



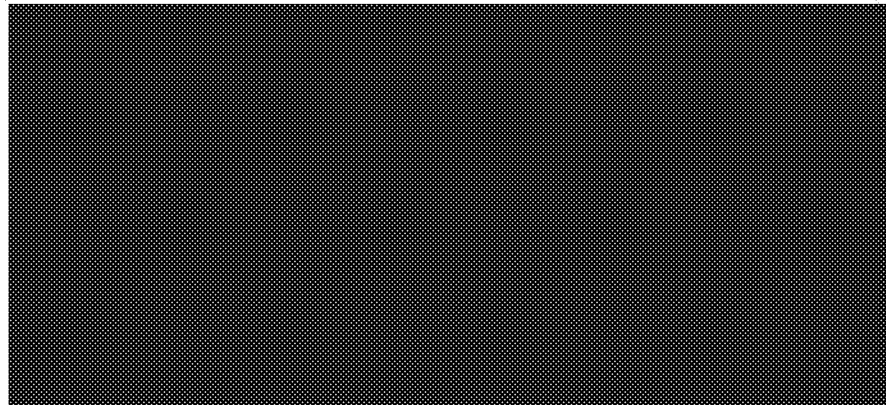
(vi) the goodwill and intellectual property rights of each Security Provider and all licenses;

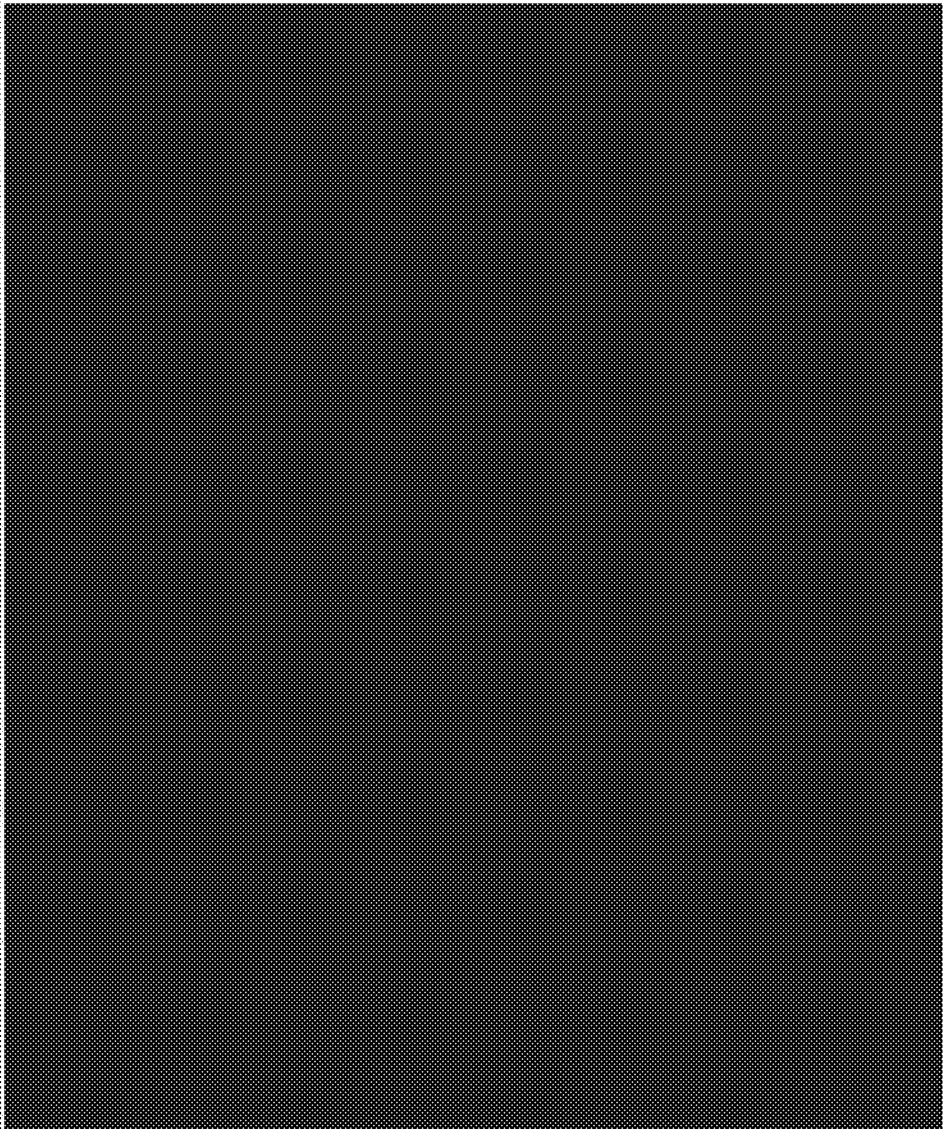
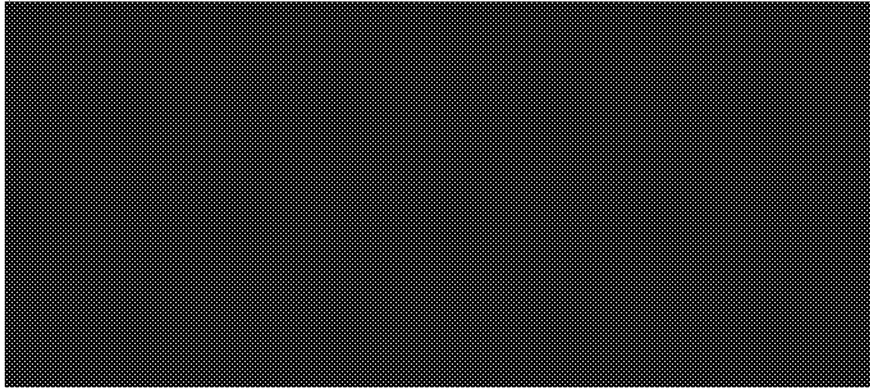




Notwithstanding any provision of this deed:

(i) No Encumbrance created under this deed by a Security Provider shall be effective as an Encumbrance over any assets of such Security Provider (other than shares and stock) as security for the Obligations owed by any US Obligor;

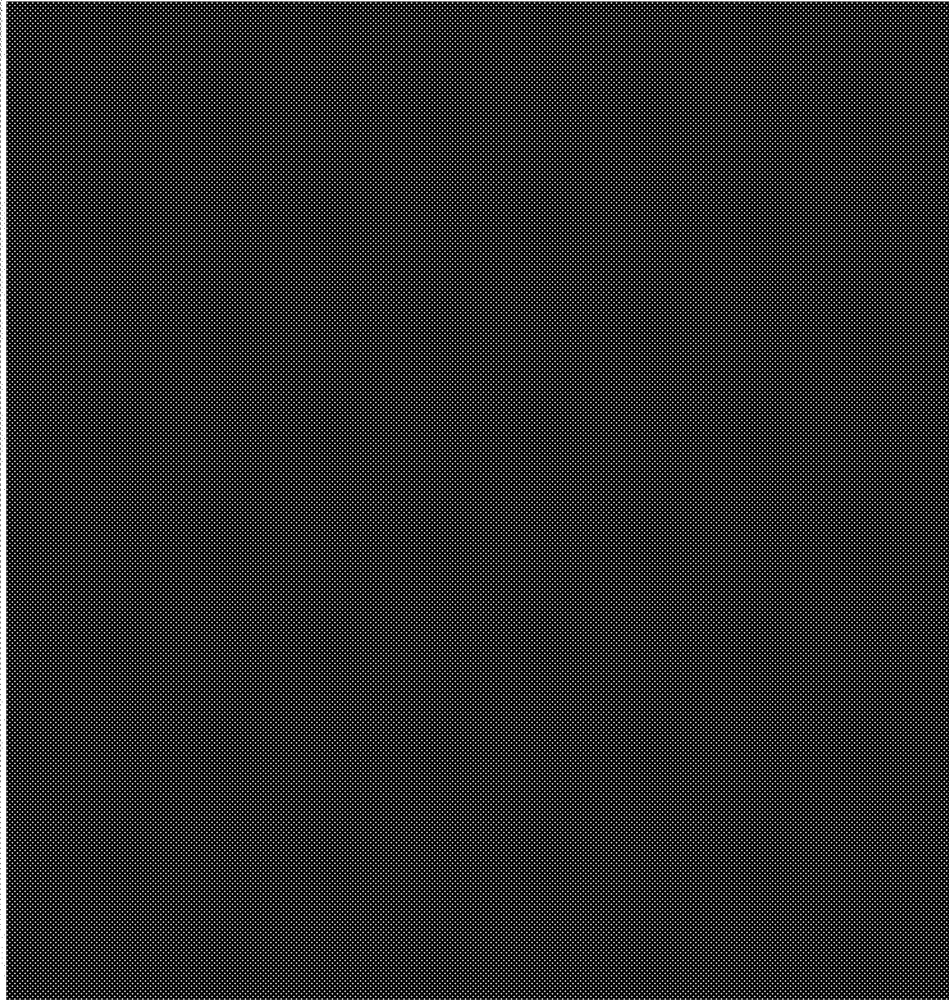




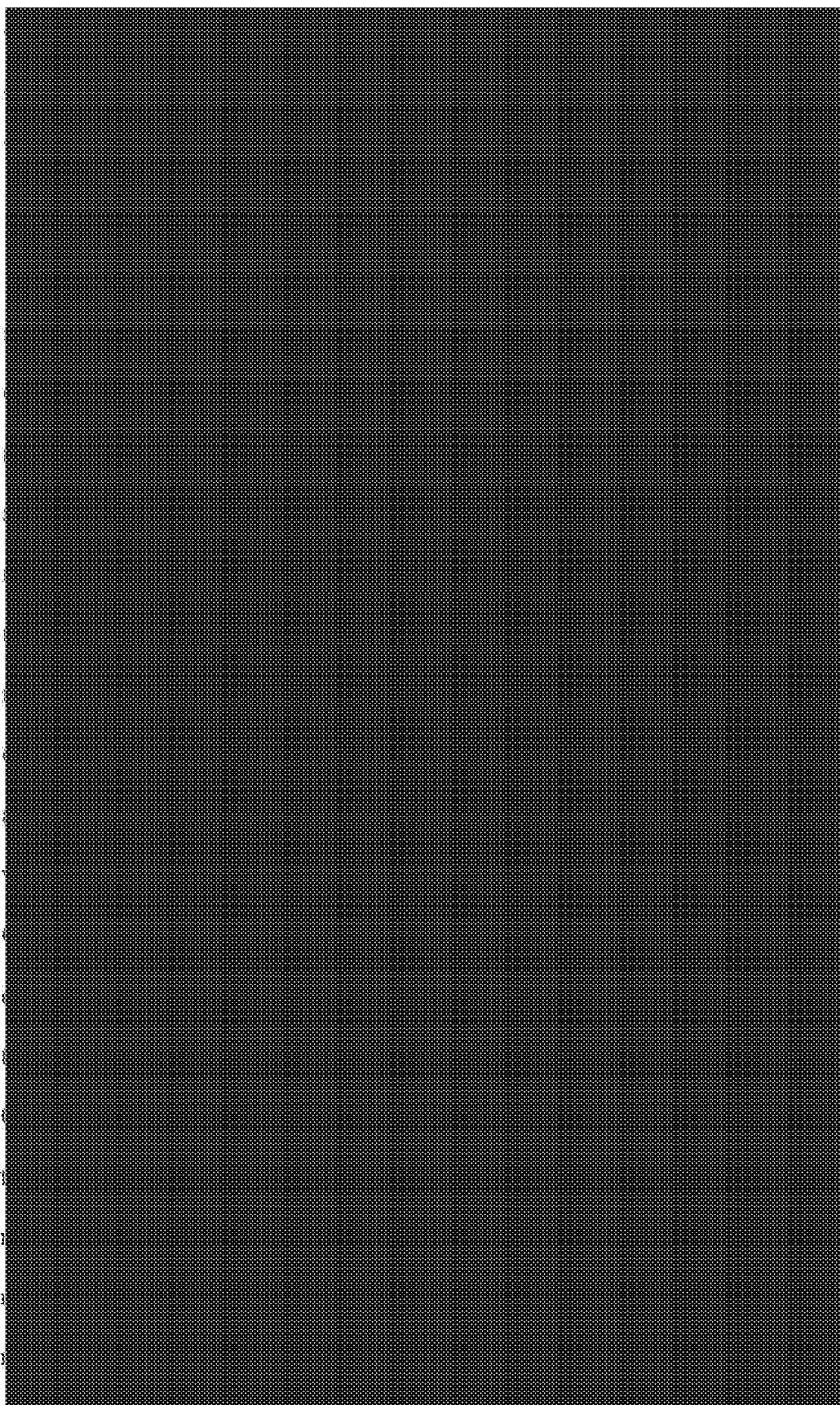


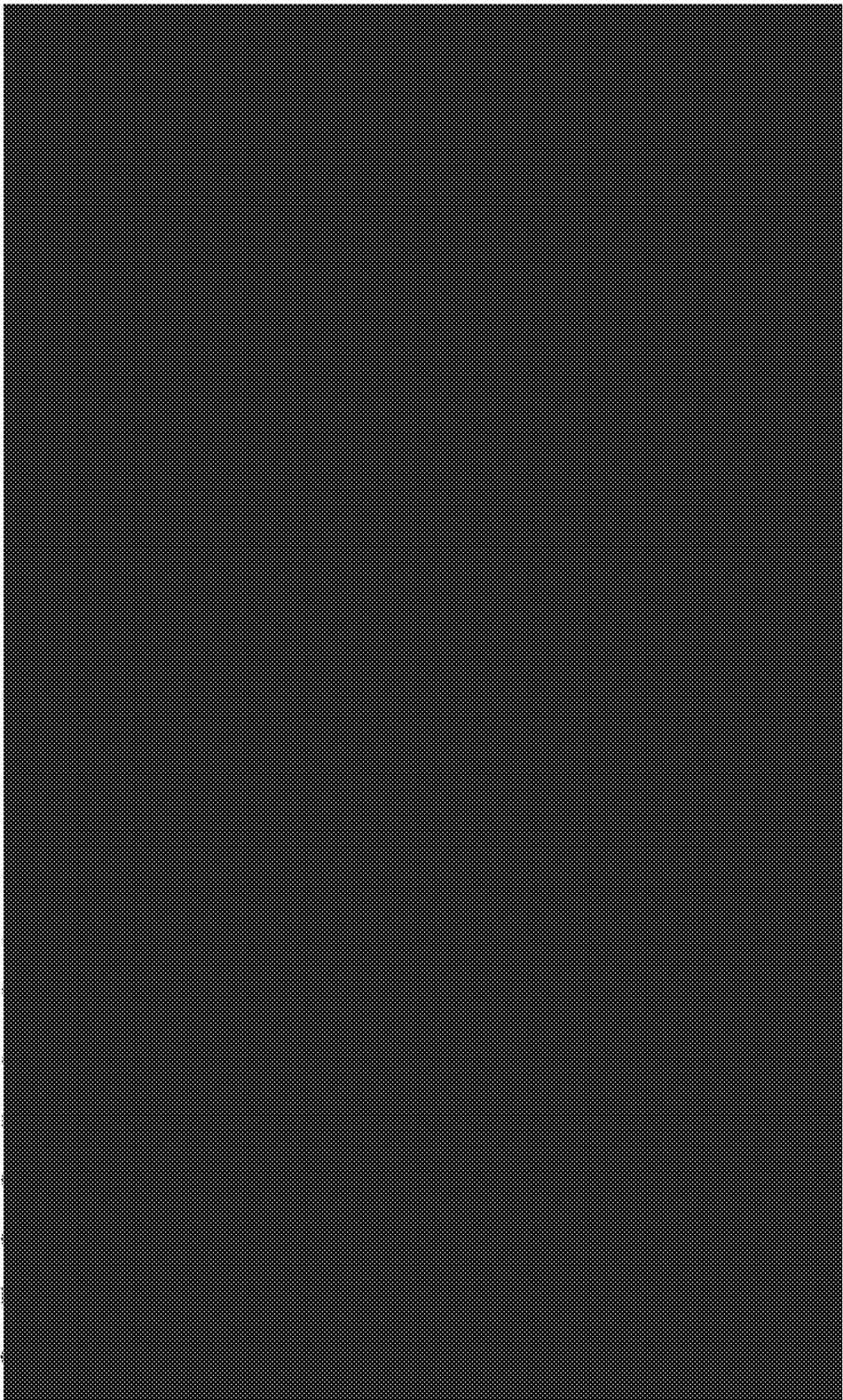
4. Collateral. All property at any time pledged with or charged to the Security Trustee hereunder including without limitation the Shares and the property subject to the charge in clause 2 and all income therefrom and proceeds thereof are herein collectively sometimes called "the Collateral".

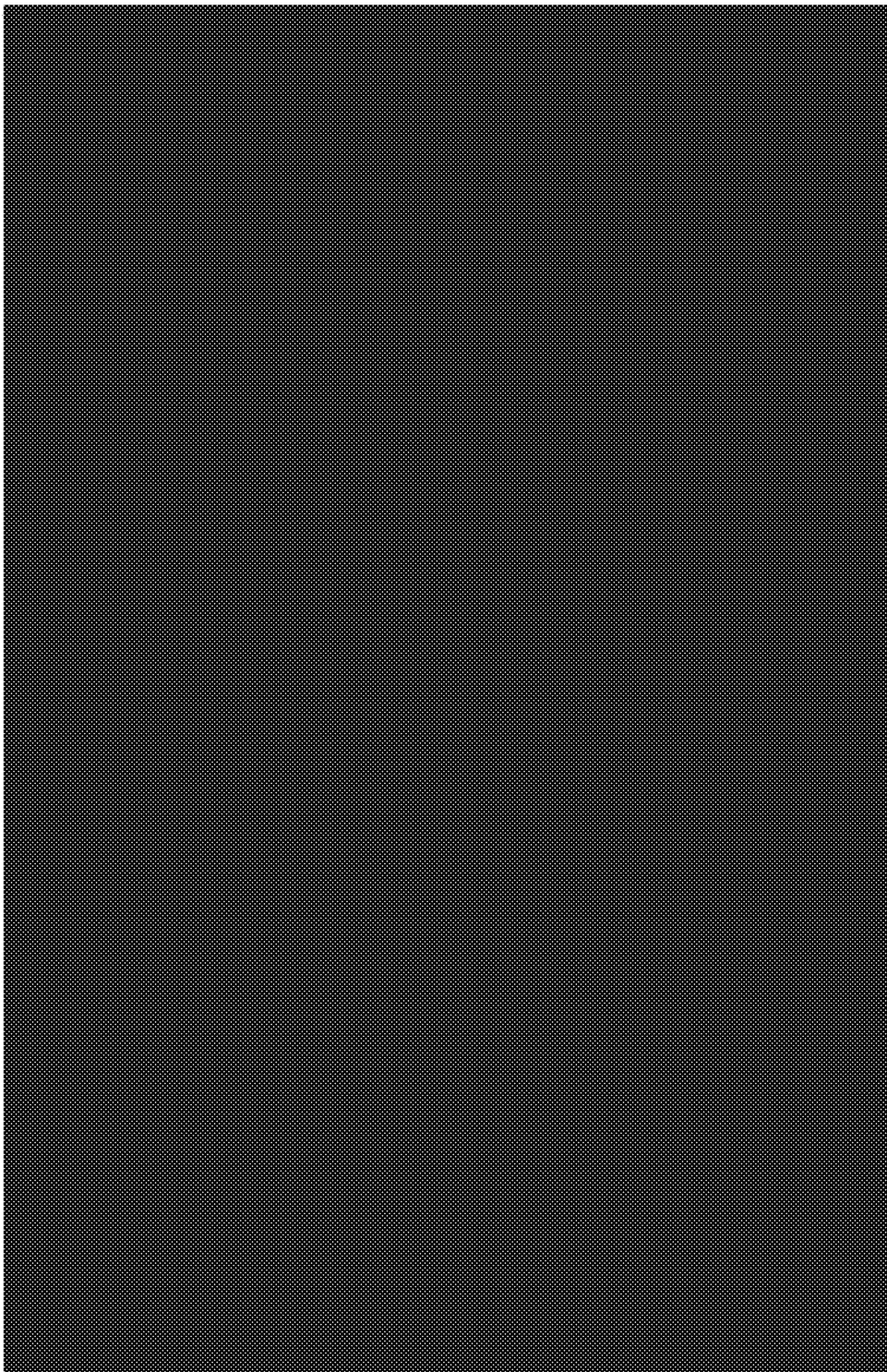


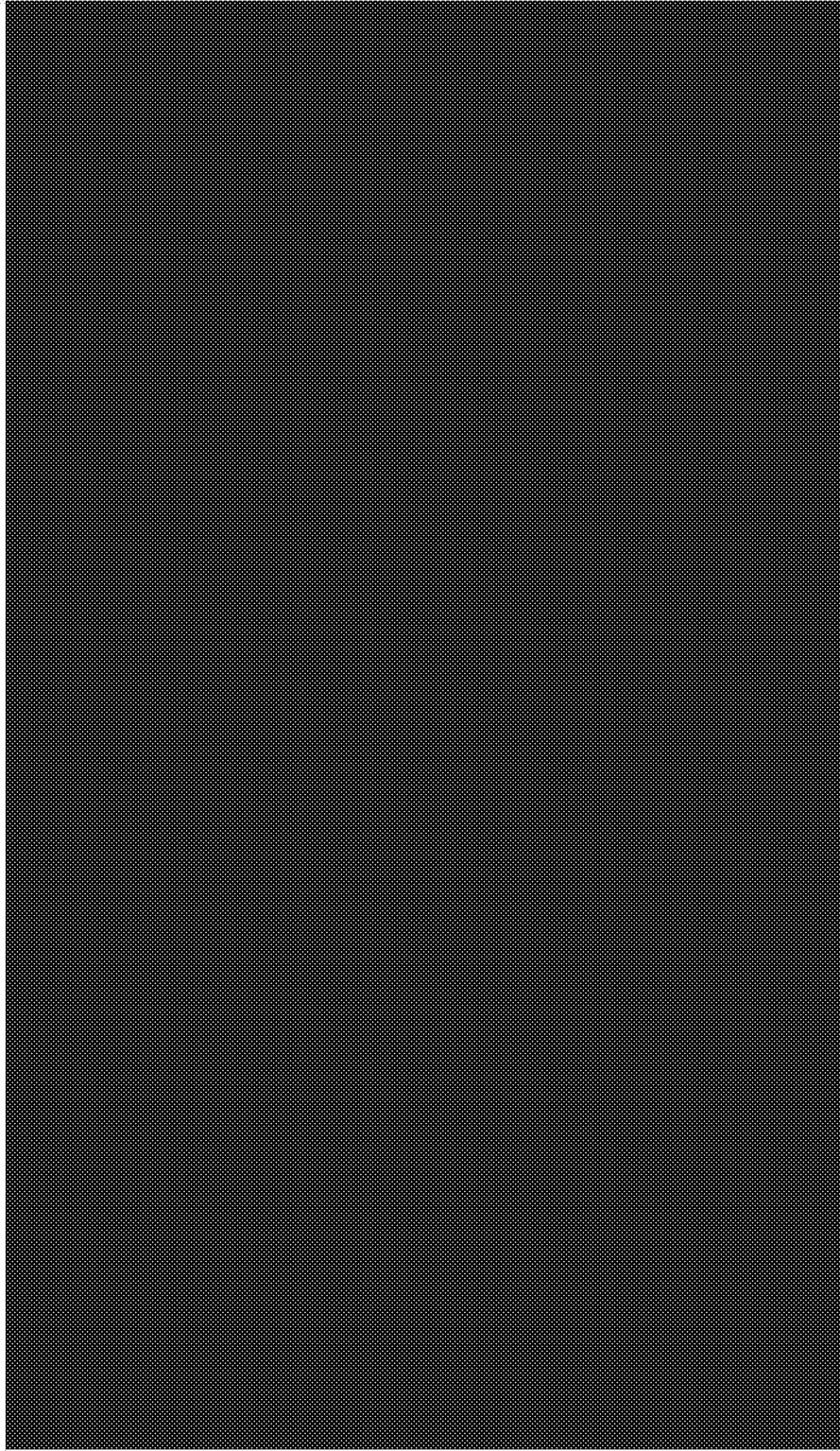


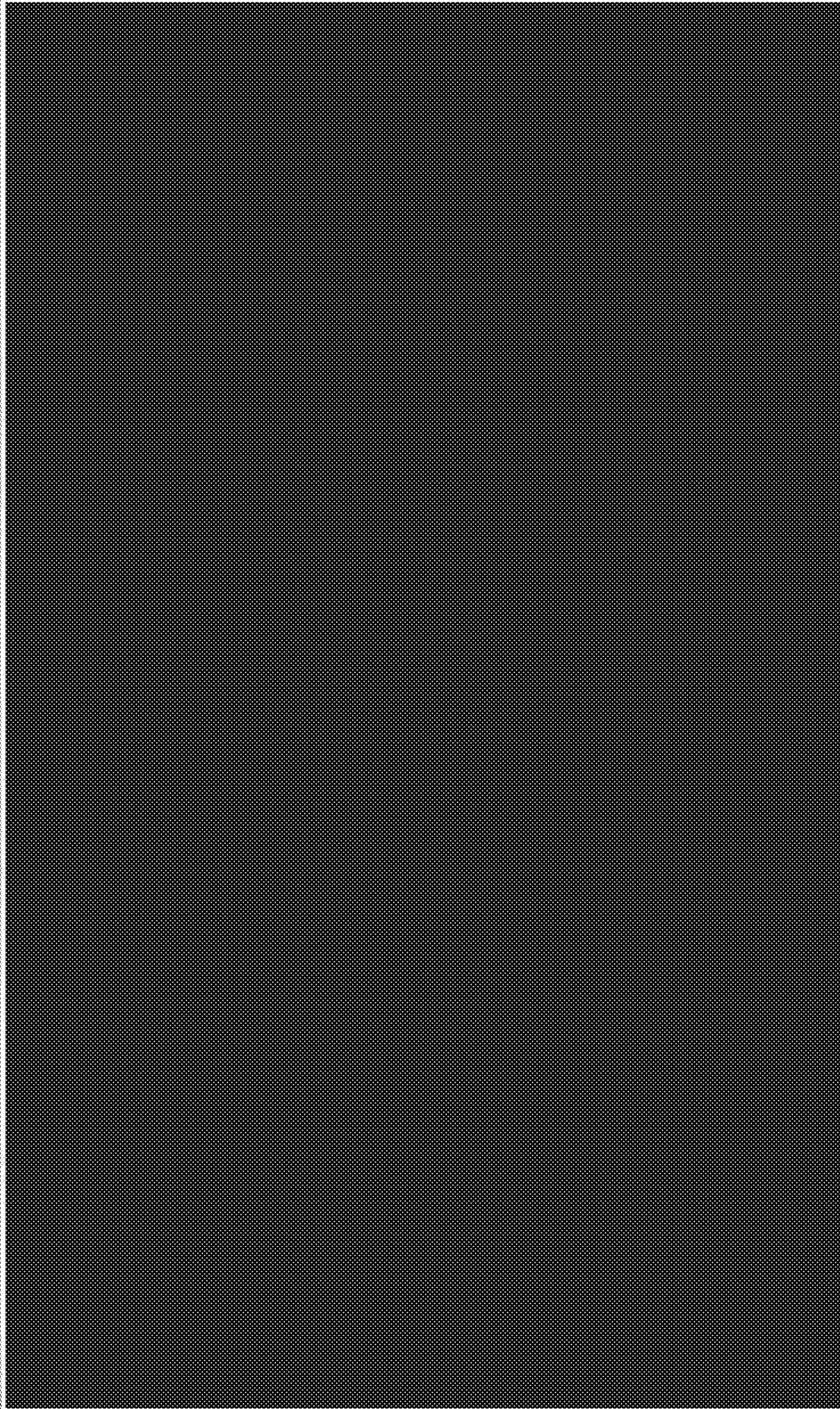
6. Redelivery of Collateral. Upon the discharge or payment in full of the Obligations this Pledge shall immediately cease and terminate and the Shares and any and all rights received by the Security Trustee during the time the same was held by the Security Trustee shall be deemed immediately transferred to the Security Providers after which time this Pledge shall have no further force or effect. Upon the happening of an event specified in the immediately preceding sentence until the certificate(s) representing the Shares together with appropriate instruments

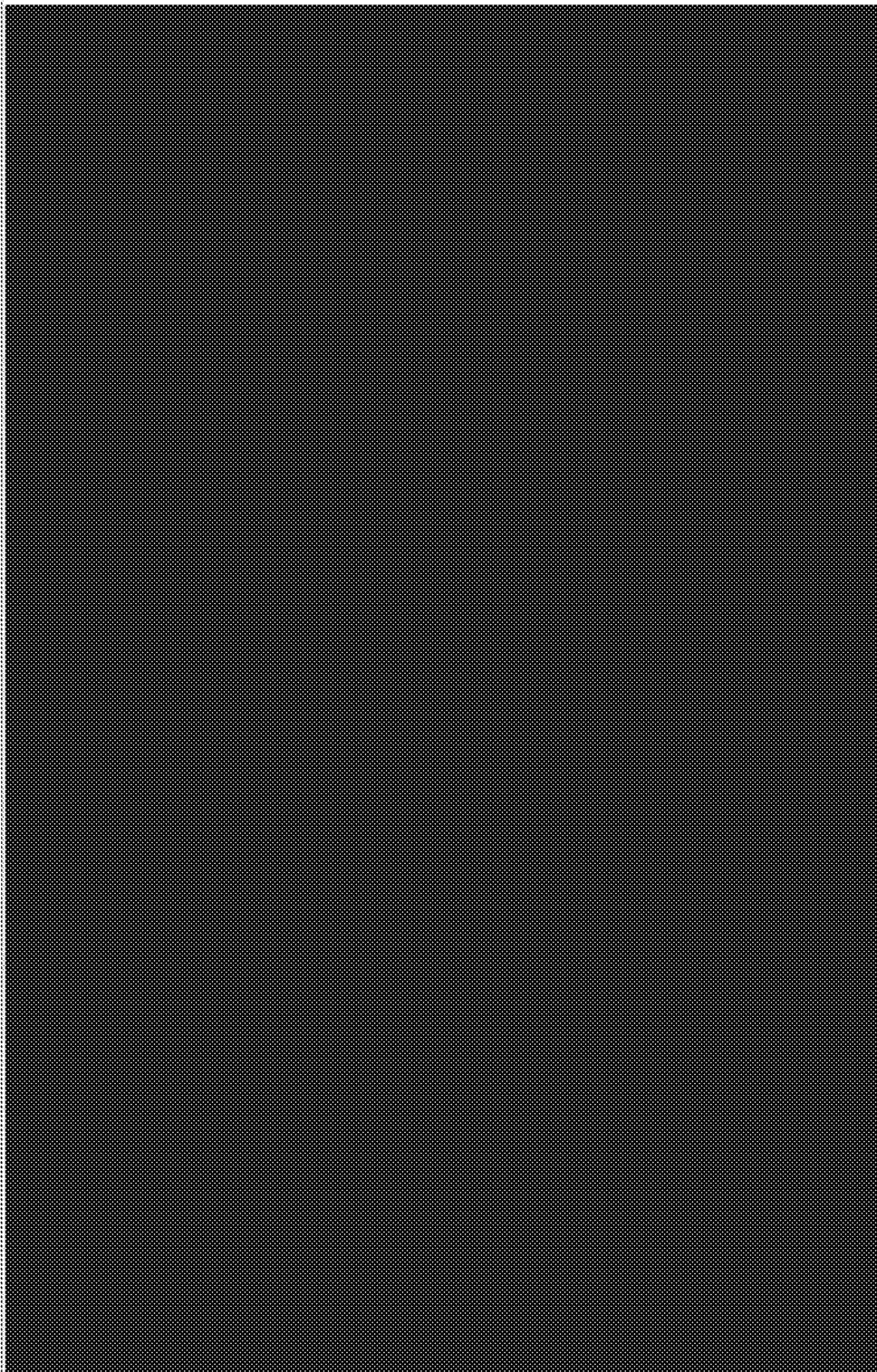


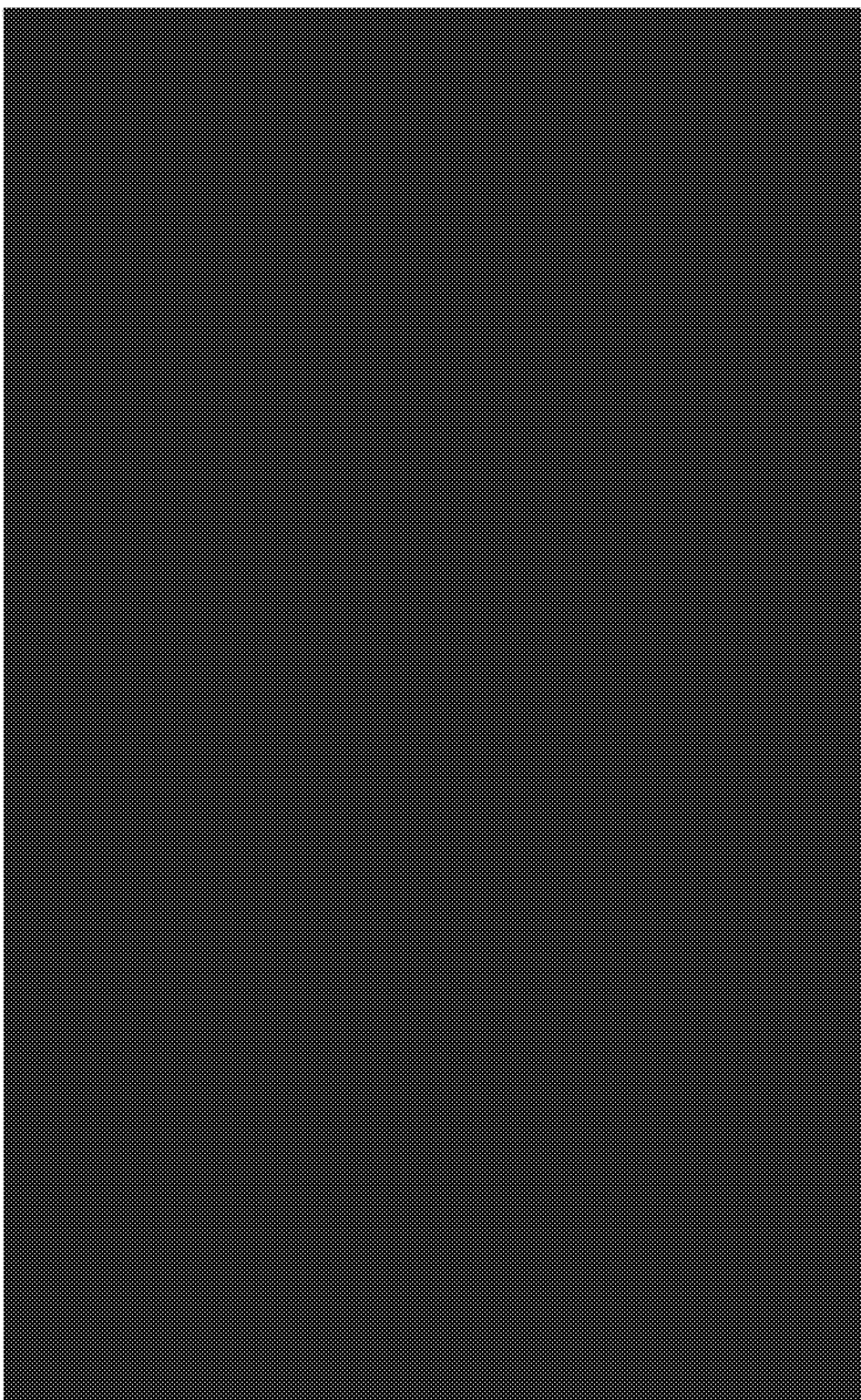


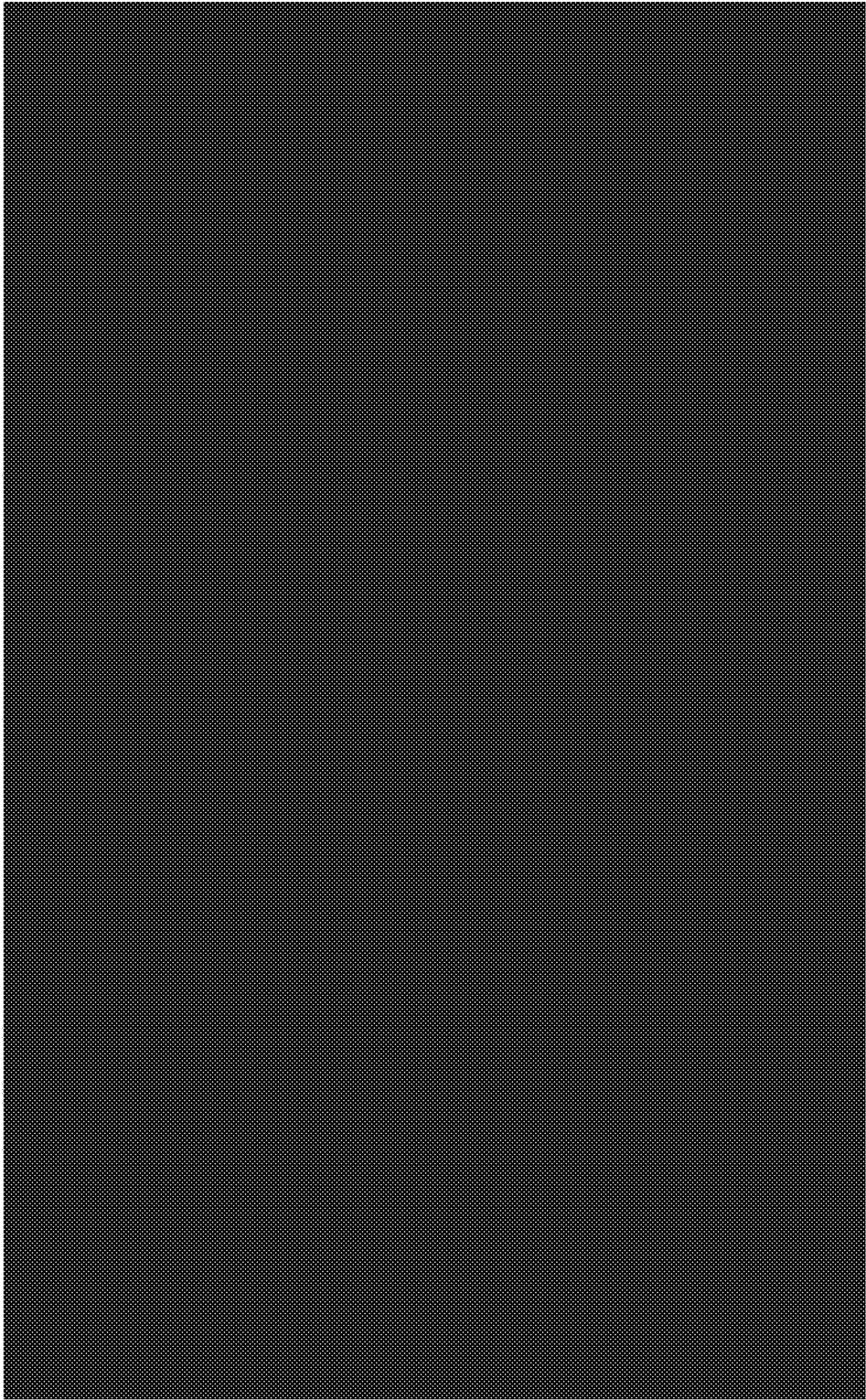


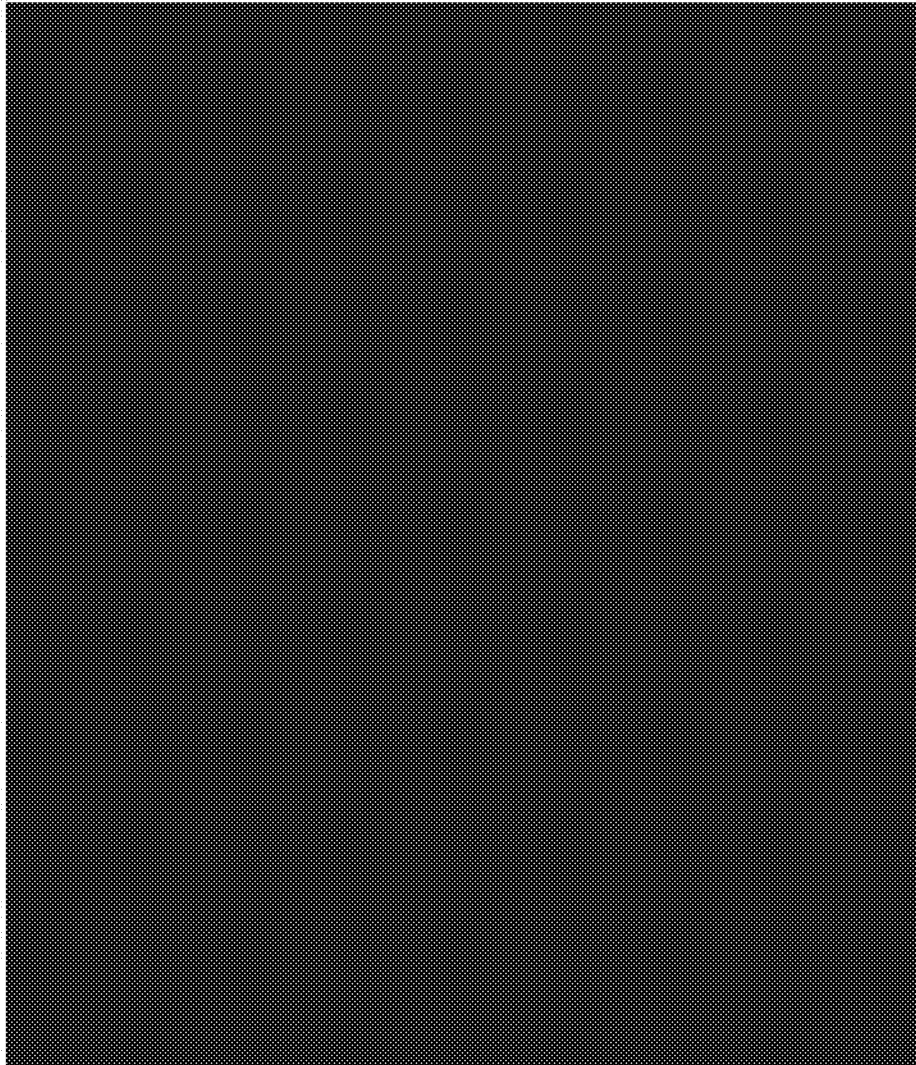






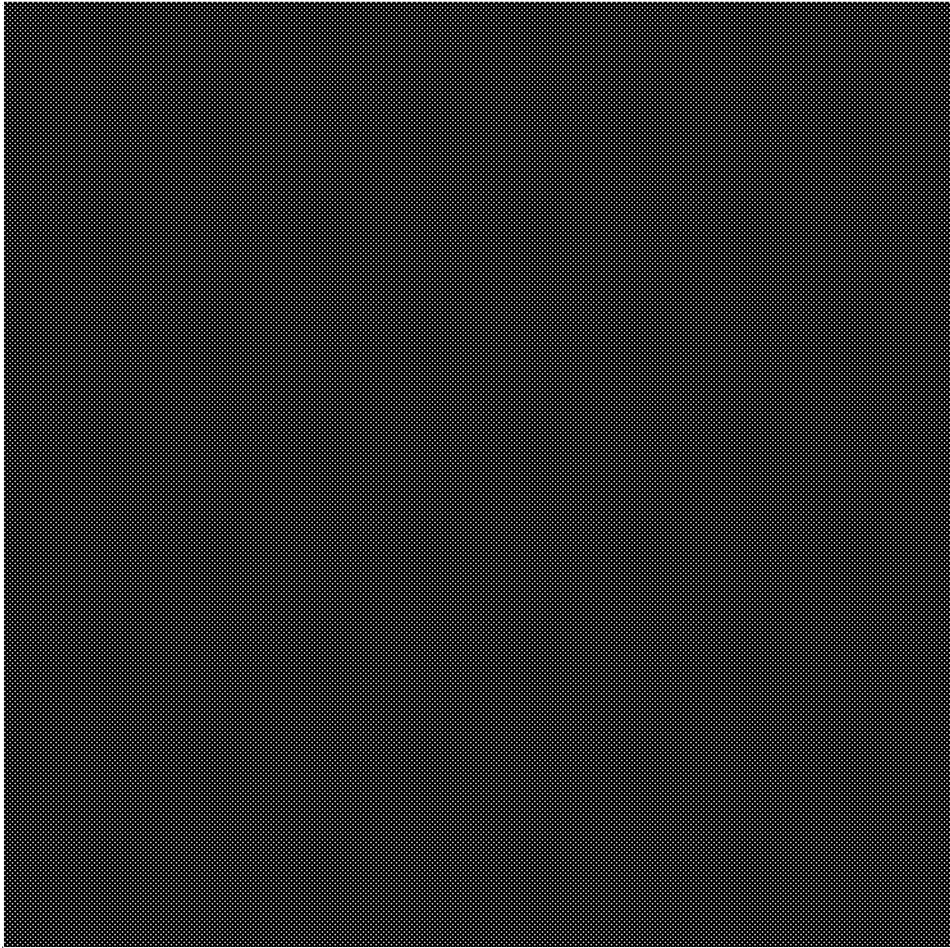






19. IT IS HEREBY FURTHER AGREED AND DECLARED as follows:-

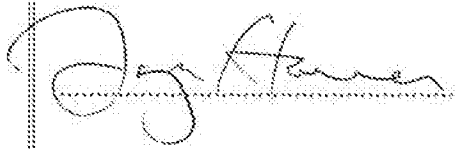
- (1) Section 19 of the Conveyancing and Law of Property Act shall not apply to these presents.
- (2) The Security Trustee shall not be answerable for any involuntary loss happening in or about the exercise or execution of



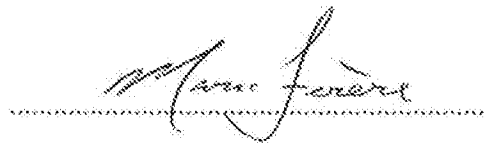
IN WITNESS WHEREOF VFS
GROUP HOLDINGS LIMITED has
caused its Common Seal to be hereunto
affixed the day and year first
hereinbefore written.

M. J. Ferreira
.....

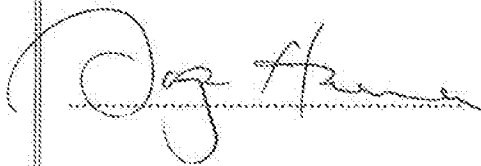
The Common Seal of **VFS GROUP HOLDINGS LIMITED** was affixed hereto by *Maria Ferere* the *Director* of the Company and the said *Maria Ferere* subscribed his/her signature hereto in the presence of:-



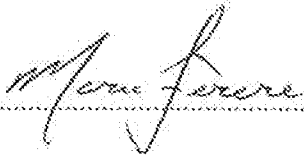
IN WITNESS WHEREOF **VFS INTERNATIONAL HOLDINGS LIMITED** has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written.



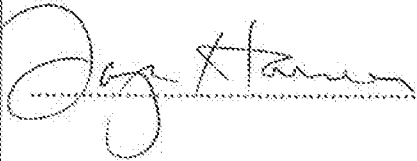
The Common Seal of **VFS INTERNATIONAL HOLDINGS LIMITED** was affixed hereto by *Maria Ferere* the *Director* of the Company and the said *Maria Ferere* subscribed his/her signature hereto in the presence of:-



IN WITNESS WHEREOF VFS
TECHNOLOGIES LTD. has caused
its Common Seal to be hereunto the day
and year first hereinbefore written.



The Common Seal of VFS TECHNOLOGIES LTD. was affixed hereto
by *Maria Ferere* the Director of the Company and the
said *Maria Ferere* subscribed his/her signature hereto in the
presence of:-



COMMONWEALTH OF THE BAHAMAS

New Providence

Dated: The 27th day of February A.D., 2006

VFS GROUP HOLDINGS LIMITED
VFS INTERNATIONAL HOLDINGS
LIMITED
VFS TECHNOLOGIES LTD.

AND

NATIONAL AUSTRALIA BANK LIMITED

PLEDGE OF SHARES AND COLLATERAL

MCKENNEY, BANCROFT & HUGHES
Mareva House
#4 George Street
Nassau
The Bahamas