

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3937181

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
PEPLIN RESEARCH PTY LTD AS TRUSTEE FOR THE PEPLIN UNIT TRUST		04/15/2011
RECEIVING PARTY DATA		
Name:	AKTIESELSKABET AF 30. APRIL 2003	
Street Address:	INDUSTRI PARKEN 55	
City:	BALLERUP	
State/Country:	DENMARK	
Postal Code:	2700	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15163454	
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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ATTORNEY DOCKET NUMBER:	42764-0004012	
NAME OF SUBMITTER:	MARYANN WHITE	
SIGNATURE:	/Maryann White/	
DATE SIGNED:	06/27/2016	
Total Attachments: 20		
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LAWYERS

Deed of Assignment

Peplin Research Pty Ltd as trustee for the Peplin Unit Trust
Aktieselskabet af 30. april 2003

Date: 15th April 2011

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2 Park Street
Sydney NSW 2000
Australia

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Date:

Parties

- 1 Peplin Research Pty Limited (ACN 081 104 190) of Level 3, Tower 1, 25 Montpellier Rd, Bowen Hills, Queensland, 4006, Australia, as trustee for the Peplin Unit Trust (Peplin)
- 2 Aktieselskabet af 30. april 2003 of Industriparken 55, 2700 Ballerup, Denmark (Assignee)

Background

- A Peplin is the proprietor of the Assigned Information and Know-how and certain related intellectual property rights.
- B Peplin wishes to assign to the Assignee the whole of its interests in the Assigned Information and Know-how and related intellectual property rights.

The parties agree

1 Defined terms and Interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (Dictionary), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (Dictionary) sets out rules of interpretation for this deed.

2 Assignment

2.1 Assets

Peplin assigns to the Assignee and the Assignee accepts the assignment throughout the world of:

- (a) all right, title and interest in and to the Assigned Information and Know-how and Assigned Intellectual Property Rights;
- (b) all rights, claims, demands, causes of action, rights of action past, present and future arising out of or under the Assigned Information and Know-how and

Assigned Intellectual Property Rights, including the royalty rights vested in Pepin in clause 3.1 (b) of the Intellectual Property Licence ; and

- (e) 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 Assigned Information and Know-how and Assigned Intellectual Property Rights for the sole use and benefit of the Assignee.

2.2 Effective Date

The Transfer occurs immediately upon execution of the deed. However, the parties agree that as between themselves the parties will treat the Transfer as having occurred on the Effective Date 1 January 2011.

3 Consideration

The consideration for the assignment to the Assignee contemplated by clause 2 of this deed to be paid by the Assignee to Pepin.

4 Warranty

Pepin warrants that it:

- (a) has authority to enter into this deed and to make the assignment in clause 2;
- (b) is the owner of the Assigned Information and Know-how and each of the Assigned Intellectual Property Rights;
- (c) has not assigned or otherwise transferred any of the Assigned Intellectual Property Rights to any person or entity; and
- (d) the Assigned Intellectual Property Rights are not subject to any mortgage, pledge, lien, charge or other encumbrance.

5 Performance

5.1 Further assurances

- (a) Pepin agrees, at the Assignee's request, to execute all documents, forms and authorisations that may be required to effect the transfer of the rights assigned under this deed.

5.2 Default by Pepin

Pepin appoints the Assignee or its nominee as the attorney of Pepin to perform the obligations of Pepin under clause 5.1 (Further Assurances) should Pepin fail to perform such obligations.

8.8 Third party rights

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

8.9 Entire agreement

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

8.10 Counterparts

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

1 Dictionary

In this deed:

Assigned Intellectual Property Rights means all IP Rights in the Assigned Information and Know-how and the Peplin Patents and any other rights that Peplin holds under the Intellectual Property Licence, including the royalty rights vested in Peplin in clause 3.1 (b) of the Intellectual Property Licence.

Assigned Information and Know-how means the confidential information and know-how described in Schedule 3.

Business Day means a day on which banks are open for business in Queensland, Australia, excluding Saturdays, Sundays and public holidays.

Confidential information has the meaning set out in Schedule 2.

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

Effective Date means 1 January 2011.

GST Law means the *New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Acts or regulations that impose goods and services tax in Australia.

Intellectual Property Licence dated 29 June 2007 between Peplin and Peplin Ireland Limited.

IP Rights means all rights and interests in respect of or in connection with business names, copyrights, patents, trade marks, service marks, logos, trade names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property, whether or not existing and whether registered or unregistered and includes:

- discoveries, inventions and processes;
- patent rights or rights in any invention, including those described or claimed in or claiming priority from the Peplin Patents, including all underlying inventions connected with or conceived from the priority date of any of the Peplin Patents and any improvement or discovery to those inventions;
- the right to claim priority from the Peplin Patents and make further patent applications based on or claiming from the Peplin Patents anywhere in the world;
- copyright (including rights in the nature of or analogous to copyright);
- design rights;
- database rights;
- drawings;

- technical data;
- formulae;
- trade secrets; and
- related information including 'know how' and 'show how'.

Pepin Patents means the patent applications and granted patents set out in Schedule 2 and any other patent applications or granted patents that claim priority from those patent applications or granted patents, or of which the Assigned Information and Know-how is the subject.

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

Transfer means the transfer from Pepin to the Assignee of all rights and obligations pertaining to the Assigned Information and Know-how and the Assigned Intellectual Property Rights, as contemplated by this deed.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;
 - (vi) this deed includes all schedules and attachments to it;

- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and severally.

Schedule 2 — Peplin Patents

Patent Title	Country	Application No.	Priority Date	Patent No.	Issue Date	Status
Anti-cancer compounds	Australia	67217/98	19-Aug-98	738230	06-Nov-01	Granted
Anti-cancer compounds - I	Australia	48116/01	30-May-01	750624	07-Nov-02	Granted
Anti-cancer compounds - II	Australia	48117/01	30-May-01	748545	10-Sep-02	Granted
Anti-cancer compounds - III	Australia	48118/01	30-May-01	750628	07-Nov-02	Granted
Use of an ingenane compound for the manufacture of a medicament for the treatment of cancer	Australia	n/a	19-Aug-99	1015413	04-Jun-08	Granted
Use of an ingenane compound for the manufacture of a medicament for the treatment of cancer	Belgium	n/a	19-Aug-99	1015413	04-Jun-08	Granted
Compounds present in plants, composition comprising a compound, method of treatment of cancer, method of inhibiting and stimulating the activity of neoplastic cells, method of preventing or alleviating damage to the skin and use of a compound and composition	Brazil	P19811327.5	18-Aug-88			Under examination - prosecution suspended
Anti-cancer compounds	Canada	2301082	18-Aug-88	2301082	03-Feb-89	Granted
Anti-cancer compounds	China	98507751.5	19-Aug-98			Under examination
Use of an ingenane compound for the manufacture of a medicament for the treatment of cancer	Cyprus	n/a	19-Aug-99	1015413	04-Jun-08	Granted
Use of an ingenane compound for the manufacture of a medicament for the treatment of cancer	Denmark	n/a	19-Aug-99	1015413	04-Jun-08	Granted

Patent Title	Country	Appellation No.	Filing Date	Patent No.	Patent Date	Status
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Europe	98933534.9	19-Aug-98	1015413	04-Jun-08	Granted
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Finland	n/a	19-Aug-98	1015413	04-Jun-08	Granted
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	France	n/a	19-Aug-98	1015413	04-Jun-08	Granted
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Germany	89839596.7	19-Aug-98	1015413	04-Jun-08	Granted
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Greece	n/a	19-Aug-98	1015413	04-Jun-08	Granted
Anti-cancer compounds	Hungary	P0004262	19-Aug-98			Under examination
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Ireland	n/a	19-Aug-98	1015413	04-Jun-08	Granted
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Italy	n/a	19-Aug-98	1015413	04-Jun-08	Granted
Anti-cancer compounds	Japan	2000-509881	19-Aug-98			Under examination
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Luxembourg	n/a	19-Aug-98	1015413	04-Jun-08	Granted
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Monaco	n/a	19-Aug-98	1015413	04-Jun-08	Granted
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Netherlands	n/a	19-Aug-98	1015413	04-Jun-08	Granted
Use of an Ingenane compound for the manufacture of a medicament for the treatment of cancer	Portugal		19-Aug-98	1015413	04-Jun-08	Granted
Anti-cancer compounds	Singapore	200009982.4	19-Aug-98	71225	12-Mar-02	Granted
Use of an Ingenane compound for the	Spain	n/a	19-Aug-98	1015413	04-Jun-08	Granted

Patent Title	Country	Application No.	Filing Date	Patent No.	Patent Date	Status
Manufacture of a medicament for the treatment of cancer						
Use of an ingenane compound for the manufacture of a medicament for the treatment of cancer	Sweden	n/a	19-Aug-98	1015413	04-Jun-98	Granted
Use of an ingenane compound for the manufacture of a medicament for the treatment of cancer	Switzerland	n/a	19-Aug-98	1015413	04-Jun-98	Granted
Use of an ingenane compound for the manufacture of a medicament for the treatment of cancer	United Kingdom	n/a	19-Aug-98	1015413	04-Jun-98	Granted
Anti-cancer compounds	USA	09/486199	19-Aug-98	5432452	10-Aug-02	Granted
Anti-cancer compounds	USA	09/085179	21-Jun-01	6787181	07-Sep-04	Granted
Methods for stimulating the immune system	USA	09/888997	21-Jun-01	6844013	18-Jan-03	Granted
Anti-cancer compounds	USA	10/896811	22-Jul-04	7410656	12-Aug-08	Granted
Therapeutic agents - I	Australia	63661/01	07-Jun-01	762462	23-Jan-03	Granted
Methods for the treatment or prophylaxis of an inflammatory condition and for the immunoprotection of a subject, composition, computer program product, process for separating macrocyclic dipeptides from a biomass and use of a chemical agent or derivative or chemical analogue thereof	Brazil	PI0111423.9	07-Jun-01			Pending - request for examination filed
Therapeutic agents - I	Canada	2411642	07-Jun-01			Under examination
Therapeutic agents - I	Europe (designating AT, BE, CH, CY, DE, DK, ES, FI, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE, TR)	01937872.6	07-Jun-01			Under examination
Therapeutic agents - I	Japan	2002-501455	07-Jun-01			Pending - request for examination filed
Therapeutic agents - I	New Zealand	522426	07-Jun-01	622426	09-Sep-04	Granted

Patent Title	Country	Application No.	Filing Date	Patent No.	Patent Date	Status
Therapeutic agents - I	USA	10/315288	07-Jun-01	7440402	11-Nov-08	Granted
Therapeutic agents - II	Australia	63662/01	07-Jun-01	752435	23-Jan-03	Granted
A method for the treatment or prophylaxis of an inflammatory condition, of immunoprotection and immunopotentialization of a subject, a composition, a computer and a computer program product	Brazil	P10111455.1	07-Jun-01			Pending - request for examination filed
Therapeutic agents - II	Canada	2411688	07-Jun-01			Under examination filed
Therapeutic agents - II	Europe (designating AT, BE, CH, CY, DE, DK, ES, FI, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE, TR)	01937873.9	07-Jun-01			Under examination
Therapeutic agents - II	Japan	2002-501458	07-Jun-01			Pending - request for examination filed
Therapeutic agents - II	New Zealand	522426	07-Jun-01	522426	08-Sep-04	Granted
Macrocyclic dipeptides for treating conditions associated with protein kinase C	USA	10/316,318	07-Jun-01			Accepted
Macrocyclic dipeptides for treating conditions associated with protein kinase C	USA	12/543,087	18-Aug-09			Pending
Therapeutic agents - III	Australia	73732/01	07-Jun-01	748542	19-Sep-02	Granted
Methods for the treatment or prophylaxis of condition or disorder related to PKC, for modulating the expression of genetic sequence and for silencing the activation or function of a promoter, computer and computer	Brazil	P10111876.6	07-Jun-01			Pending - request for examination filed

Patent Title	Country	Application No.	Filing Date	Patent No.	Patent Date	Status
program product						
Therapeutic agents - III	Canada	2411728	07-Jun-01			Pending - request for examination filed
Therapeutic agents - III	Europe (designating AT, BE, CH, CY, DE, DK, ES, FI, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE, TR)	01940015.9	07-Jun-01			Under examination
Therapeutic agents - III	Japan	2002-501484	07-Jun-01			Pending - request for examination filed
Therapeutic agents - III	New Zealand	522427	07-Jun-01	522427	09-Sep-04	Granted
Treatment of prostate cancer	Australia	79493/01	07-Aug-01	764778	08-Mar-03	Granted
Treatment of prostate cancer	Canada	2416784	07-Aug-01			Under examination
Treatment of prostate cancer	Europe (designating AT, BE, CH, CY, DE, DK, ES, FI, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE, TR)	01957628.9	07-Aug-01			Under examination
Treatment of prostate cancer	Japan	2002-517078	07-Aug-01			Pending - request for examination filed
Treatment of prostate cancer	New Zealand	524082	07-Aug-01	524082	11-Nov-04	Granted
Treatment of prostate cancer	USA	11/324657	03-Jan-05	7378446	27-May-08	Granted
Treatment of solid cancers	Australia	2605316185	02-Dec-05			Pending - request for examination filed
Treatment of solid cancers	Canada	2566992	02-Dec-05			Pending - request for examination due 02-Dec-10
Treatment of solid cancers	Europe (designating AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HU, IE, IS, IT, LT, LU, LV, MC, NL, PL, PT, RO, SE, SI, SK, TR)	03813582.3	02-Dec-05			Pending - request for examination filed
Treatment of solid cancers	New Zealand	554710	02-Dec-05			Accepted

Patent Title	Country	Application No.	Filing Date	Patent No.	Patent Date	Status
Treatment of solid cancers	New Zealand	583167	05-Feb-10			Under examination
Treatment of solid cancers	USA	11/792284	02-Dec-05			Under examination
Methods for wound healing	Australia	2006317623	25-Nov-06			Pending - request for examination filed
Methods for wound healing	Brazil	PI0616926.1	25-Nov-06			Pending - request for examination filed
Methods for wound healing	Canada	2629899	25-Nov-06			Pending - request for examination due 24-Nov-11
Methods for wound healing	China	200690051633.9	25-Nov-06			Pending - request for examination filed
Methods for wound healing	Europe (designating AT, BE, GB, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GR, HU, IE, IS, IT, LI, LU, LV, MC, NL, PL, PT, RO, SE, SI, SK, TR)	06517637.1	25-Nov-06			Under examination
Methods for wound healing	Indonesia	W-60200801866	25-Nov-06			Pending - request for examination filed
Methods for wound healing	Japan	2008-641669	25-Nov-06			Pending - request for examination filed
Methods for wound healing	New Zealand	589188	25-Nov-06			Under examination
Methods for wound healing	Philippines	1-2008-501186	25-Nov-06			Pending
Methods for wound healing	Singapore	200803569.1	25-Nov-06			Under examination
Methods for wound healing	South Korea	10-2008-7014376	25-Nov-06			Pending - request for examination due 25-Nov-11
Methods for wound healing	USA	12/094,713	26-Nov-06			Pending
Methods for wound healing	Vietnam	1-2008-01824	25-Nov-06			Under examination
Therapeutic formulations comprising ingenol-3-acetate	Australia	2008226244	13-Dec-08			Pending - request for examination filed
Therapeutic formulations	Brazil	PI0819919.4	18-Dec-06			Pending - request for

Patent Title	Country	Application No.	Filing Date	Patent No.	Patent Date	Status
						examination filed
Therapeutic formulations comprising ingenol-3-angelate	Canada	2634073	18-Dec-08			Pending - request for examination due 18-Dec-11
Therapeutic formulations comprising ingenol-3-angelate	Eurasia	200870003	18-Dec-08			Under examination
Therapeutic formulations comprising ingenol-3-angelate	Europe (designating AT, BE, BG, CY, CZ, DK, EE, FI, FR, DE, GR, HU, IS, IT, LV, LT, LU, MO, NL, PO, PT, IE, RO, SK, SI, ES, SE, CH, TR, GB, AL, BA, HR, MG, RS, Kosovo)	06820561.0	18-Dec-08			Under examination
Therapeutic formulations	India	6667/DENP/2008	18-Dec-08			Pending - request for examination filed
Therapeutic formulations comprising ingenol-3-angelate	Israel	102221	18-Dec-08			Under examination
Therapeutic formulations comprising ingenol-3-angelate	Japan	2008-545103	18-Dec-08			Pending - request for examination filed
Therapeutic formulations	Mexico	MX/a/2008/007985	18-Dec-08			Pending
Therapeutic formulations	New Zealand	669187	18-Dec-08			Under examination
Therapeutic formulations comprising ingenol-3-angelate	Norway	20083160	18-Dec-08			Pending
Therapeutic formulations comprising ingenol-3-angelate	Singapore	20084464.0	18-Dec-08			Accepted
Therapeutic formulations	South Korea	10-2008-7817264	18-Dec-08			Pending - request for examination due 18-Dec-11
Therapeutic formulations comprising ingenol-3-angelate	South Africa	2008/5187	18-Dec-08	2008/05187	28-Apr-09	Granted
Therapeutic formulations comprising ingenol-3-angelate	USA	12/097258	18-Dec-08			Under examination
Therapeutic formulations	Vietnam	1-2008-01564	18-Dec-08			Pending

Patent Title	Country	Application No.	Priority Date	Patent No.	Priority Date	Status
Treatment of virally induced lesions	Australia	2008243705	30-Apr-08			Pending
Treatment of virally induced lesions	Brazil	PI0810806.A	30-Apr-08			Pending
Treatment of virally induced lesions	Canada	288473	30-Apr-08			Pending
Treatment of virally induced lesions	China	200880016813.2	30-Apr-08			Pending
Treatment of virally induced lesions	Europe (designating AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HU, IE, IS, IT, LI, LU, LV, MC, NL, NO, PT, RO, SE, SI, SK, TR, Bosnia- Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Serbia)	087334223	30-Apr-08			Pending
Treatment of virally induced lesions	Hong Kong	10102512.3	10-Mar-10			Pending
Treatment of virally induced lesions	Indonesia	WI-80200902030	30-Apr-08			Pending
Treatment of virally induced lesions	Israel	201788	30-Apr-08			Pending
Treatment of virally induced lesions	Japan	2010-504384	30-Apr-08			Pending
Treatment of virally induced lesions	Malaysia	PI20084597	30-Apr-08			Pending
Treatment of virally induced lesions	Mexico	MX/a/2008/011865	30-Apr-08			Pending
Treatment of virally induced lesions	New Zealand	680702	30-Apr-08			Pending
Treatment of virally induced lesions	Philippines	1-2008-502059	30-Apr-08			Pending
Treatment of virally induced lesions	Russian Federation	2990144180	30-Apr-08			Under examination
Treatment of virally induced lesions	Singapore	200807154.9	30-Apr-08			Pending
Treatment of virally induced lesions	South Africa	2009/07574	30-Apr-08			Pending
Treatment of virally induced lesions	South Korea	10-2008-7024861	30-Apr-08			Pending
Treatment of virally induced lesions	Ukraine	200912129	30-Apr-08			Pending
Treatment of virally induced lesions	USA	12/689,102	30-Apr-08			Pending
Treatment of virally induced lesions	Vietnam	1-2009-02522	30-Apr-08			Under examination
Skin treatment	International	PCT/AU2010/009152	12-Feb-10			Pending - Demand due 13- Dec-10 NPF due 13-

Patent Title	Country	Application No.	Filing Date	Patent No.	Patent Date	Status
						Aug-11

Neos/Osteoscreen portfolio

Patent family: Inhibitors of proteasomal activity for stimulating bone and hair growth

Schedule 3 --- Assigned Information and Know-how

The Information and Know-how comprises all confidential information and know-how relating to *Eurphorbia Peplus* and includes any invention or discovery; manner, method or process of manufacture; method or principle of construction; composition or formula; trade secrets, knowhow, processes or formulations; or scientific, technical or engineering information or document that is encompassed in or relates to *Eurphorbia Peplus* or any of the Peplin Patents.

For the purpose of this Schedule 3, confidential information and know-how includes information and know-how which:

- (a) is regarded by Peplin as confidential to it or can reasonably be inferred to be confidential from the circumstances in which it is disclosed; and
- (b) is disclosed to or observed by the Assignee (whether before, on or after the date of this deed and whether by the Assignee or any other person),

but does not include information which is in or comes into the public domain otherwise than by disclosure in breach of this deed or in breach of any obligation of confidence.

Execution page

Executed as a deed.

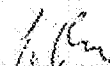
Signed and delivered by Peplin Research Pty
Ltd as trustee for the Peplin Unit Trust by:

Signature of director



Gille P. Aabo

Signature of director



Lars Olsen

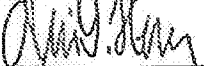
Signed and delivered by Aktieselskabet af 30.
april 2003 by:

Signature of chairman



Gille P. Aabo

Signature of director



Nina Sølvén Hennings