

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F.H. Faulding & Co. Limited		11/21/2005	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Symbion Health Limited		
Street Address:	Level 7, Pura House, 5 Queens Road		
City:	Melbourne Victoria		
State/Country:	AUSTRALIA		
Postal Code:	3004		
Entity Type:	LIMITED PARTNERSHIP: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1842634	FAULDING	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-663-8000		
Email:	va-logocops@pillsburywinthrop.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	31290/94751		
DOMESTIC REPRESENTATIVE			
Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		

CH \$40.00 1842634

NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	01/23/2007
Total Attachments: 4 source=Faulding Assignment#page1.tif source=Faulding Assignment#page2.tif source=Faulding Assignment#page3.tif source=Faulding Assignment#page4.tif	

CLAYTON UTZ

Deed of Assignment of Trade Marks - United States

FH Faulding & Co Limited
ACN 007 870 984

Symbion Health Limited
ACN 004 073 410

If you have any questions about the details of this document
please contact Kate Marshall on + 61 3 9286 6000

Clayton Utz Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T + 61 3 9286 6000 F + 61 3 9629 8488

www.claytonutz.com

Our reference 937/80026386

Legal\101275555.1

TRADEMARK
REEL: 003466 FRAME: 0283

Deed of assignment made at Melbourne on 21 November 2005

Between **FH Faulding & Co Limited** (ACN 007 870 984) of Level 21, 390 St Kilda Road, Melbourne, Victoria, Australia 3004 ("**Assignor**"); AND

Symbion Health Limited (ACN 004 073 410) of Level 7, Pura House, 5 Queens Road, Melbourne Victoria, Australia 3004 ("**Assignee**")

Recitals

- A. The Assignor is the registered proprietor of the trade marks, summary details of which are set out in Part 1 of the Schedule (the "**Registered Trade Marks**").
- B. The Assignor is the applicant for registration of the trade marks, summary details of which are set out in Part 2 of the Schedule (the "**Trade Mark Applications**").
- C. The Assignor hereby assigns to the Assignee, with effect from the Effective Time, all of the Assignor's right, title and interest in and to the Registered Trade Marks and the Trade Mark Applications on the terms and conditions contained in this Deed.

Now this Deed witnesses

1. Definitions

In this Deed:

"**Effective Time**" means 21 November 2005.

2. Assignment

The Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, with effect from the Effective Time:

- (a) all of the Assignor's right (including copyright), title and interest in and to the Registered Trade Marks and the Trade Mark Applications;
- (b) the goodwill owned by the Assignor in the business it conducts in so far as it concerns the goods and services in relation to which the Registered Trade Marks and the Trade Mark Applications are registered or used; and
- (c) all rights of action (whether past or present) against any third party in respect of any infringement or alleged infringement of the Registered Trade Marks and/or the Trade Mark Applications by that third party.

3. Further Acts

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

4. Governing law and jurisdiction

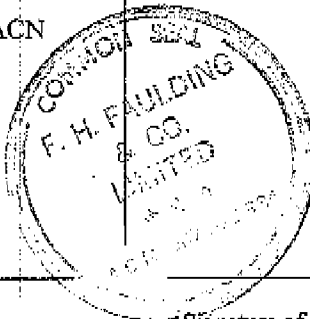

The Deed is governed by the laws of the State of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Deed.

5. Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Deed, all of which together constitute one deed.

Executed as a deed.

Executed by FH Faulding & Co Limited ACN 007 870 984 by or in the presence of:



Signature of Director

PETER LINDSAY JENKINS

Signature of Secretary/~~Other Director~~

Timothy Angus Paine

Name of Director in full

Name of Secretary/other Director in full

Signed sealed and delivered for and on behalf of **Symbion Health Limited ACN 004 073 410** by its Attorneys under a Power of Attorney dated _____, each of

whom declares that he or she holds the office in Symbion Health Limited indicated under his or her signature and that he or she has no notice of revocation of the Power of Attorney

Symbion Health Limited
ACN 004 073 410 by
its Attorneys:



Signature of Attorney

PETER FLEMING

Name of Attorney in full

CO
Office



Signature of Attorney

Timothy Angus Paine
Company Secretary

Name of Attorney in full

Office

Schedule**Part 1 - Registered Trade Marks**

Trade Mark	Trade Mark Number	Country	Status
FAULDING logo (Star / Cross)	75/842145 (Reg # 2,803,893)	United States	Registered
FAULDING	1842634 (74/296031)	United States	Registered

Part 2 - Trade Mark Applications

Nil