

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FH Faulding & Co Limited		11/21/2005	COMPANY: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Symbion Health Limited		
<b>Street Address:</b>	Level 7, Pura House, 5 Queens Road		
<b>City:</b>	Melbourne, Victoria		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	3004		
<b>Entity Type:</b>	COMPANY: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2803893	FAULDING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)836-2021		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	bassam.ibrahim@bipc.com		
<b>Correspondent Name:</b>	Bassam N. Ibrahim		
<b>Address Line 1:</b>	P.O. Box 1404		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22313-1404		
<b>ATTORNEY DOCKET NUMBER:</b>	1032275-000014		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Bassam N. Ibrahim		
<b>Address Line 1:</b>	P.O. Box 1404		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22313-1404		
<b>NAME OF SUBMITTER:</b>	Bassam N. Ibrahim		

CH \$40.00 2803893

Signature:	/Bassam N. Ibrahim/
Date:	02/01/2007
Total Attachments: 4 source=_0201170148_001#page1.tif source=_0201170148_001#page2.tif source=_0201170148_001#page3.tif source=_0201170148_001#page4.tif	

CLAYTON UTZ

## Deed of Assignment of Trade Marks - United States

FH Faulding & Co Limited  
ACN 007 670 984

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

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Our reference: 937/60026386

Legal 101270055.1

## 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"); AJJD

**Symbion Health Limited** (ACN 004 073 410) of Level 7, Para 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

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## 1. Definitions

In this Deed:

"Effective Time" means 21 November 2005.

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## 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.

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## 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.

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## 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.

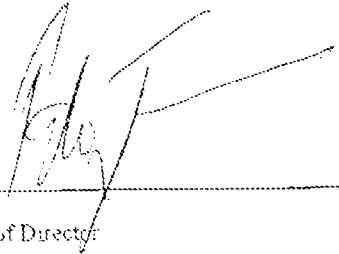
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**5. Counterparts**

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.

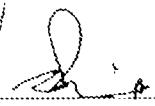
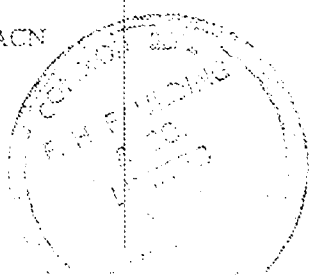
**Executed** as a deed.

**Executed by PH 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**

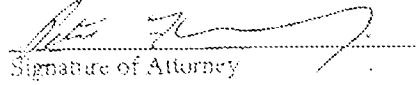
Name of Director in full

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:

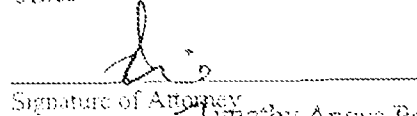


Signature of Attorney

**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)	75312145 (Reg # 2,803,893)	United States	Registered
FAULDING	1842634 (79/296531)	United States	Registered

## Part 2 - Trade Mark Applications

Nil

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