#### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Premium Pharmaceuticals Pty Limited		08/02/2001	CORPORATION: AUSTRALIA

#### **RECEIVING PARTY DATA**

Name:	Bioline Developments Limited		
Street Address:	Flat F, 30th Floor, Block 4		
City:	Broadview Garden, Tsing Yi, N.T.		
State/Country:	HONG KONG		
Entity Type:	CORPORATION: HONG KONG		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2821427	SORBOLENE

#### **CORRESPONDENCE DATA**

Fax Number: (908)722-0755

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 908-722-0700

Email: ipdept@nmmlaw.com Correspondent Name: Davy E. Zoneraich Address Line 1: P.O. Box 1018

Address Line 4: Somerville, NEW JERSEY 08876

ATTORNEY DOCKET NUMBER: 103611-001A

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

Address Line 3:

900079451

TRADEMARK REEL: 003561 FRAME: 0954

Address Line 4:			
NAME OF SUBMITTER:	Davy E. Zoneraich		
Signature:	/dez/		
Date:	06/15/2007		
Total Attachments: 10 source=assmprembio#page1.tif source=assmprembio#page2.tif source=assmprembio#page3.tif source=assmprembio#page4.tif source=assmprembio#page5.tif source=assmprembio#page6.tif source=assmprembio#page7.tif source=assmprembio#page8.tif source=assmprembio#page9.tif source=assmprembio#page9.tif source=assmprembio#page9.tif			

TRADEMARK REEL: 003561 FRAME: 0955

Doc	Code:			
FORM PTO-1594 (Modified)			Docket No.:	
	ATION FO	ORM COVER SHEET	103611-001	
TRADEMARKS /	SER\	/ICE MARKS ONLY ${}^{igstyle }$	103011-001	
To the Director of the U. S. Patent and Trademark Office:			e new address(es) below.	
	. I. 1683C TC	2. Name and address of receiving pa		
1. Name of conveying party(ies):		Additional names, addresses, or citizenship a	☐ Yes	
Premium Pharmaceuticals Pty Limited		Additional names, addresses, or citizenship a	attached? 🔯 No	
		Name: Bioline Developments Limiter	d	
·		Internal	<u> </u>	
		Address:		
☐ Individual(s) ☐ Association	ı	Street Address: Flat F, 30th Floor,	Block 4	
☐ General Partnership ☐ Limited Par	rtnership	City: Broadview Garden, Tsing Yi, N	N.T	
☑ Corporation-State: Australia		State:		
☐ Other		Country: <u>Hong Kong</u> ZIP:		
Citizenship (see guidelines)		☐ Association Citizenship		
Additional names(s) of conveying party(ies)	⊠ No	☐ General Partnership Citizenship	p	
3. Nature of conveyance/Execution Date(s):		☐ Limited Partnership Citizenship		
Execution Date: August 2, 2001		☑ Corporation Citizenship Hong	Kong	
		☐ Other		
☐ Assignment ☐ Merger		If assignee is not domiciled in the United S	States, a domestic representative	
☐ Security Agreement ☐ Change of	Name	designation is attached:	🗌 Yes 🛮 No	
Other		(Designations must be a separate docume		
4. Application number(s) or registration numbers(s) ar	nd identific			
A. Trademark / Service Mark Application No.(s)		B. Trademark / Service Mark Regi	stration No.(s)	
the second se		2,821,427		
A JUST -		attached? ☐ Yes         No		
Addition  C. Identification or Description of Trademark(s)/Service Mark(s)			r is unknown):	
5. Identification of Description of Trademark(s)/Service mark(s	s) (and rillin	g bate if Application of Region attention	io unidiotti,	
5. Name & address of party to whom correspondence		6. Total number of applications and		
concerning document should be mailed:		registrations involved:	1	
Name: Davy E. Zoneraich				
Internal Address:		7. Total fee (37 CFR 2.6(b)(6) & 3.4		
		☐ Authorized to be charged by o		
Street Address:		☑ Authorized to be charged to d	eposit account	
P.O. Box 1018		☐ Enclosed		
City: Somerville		8. Payment Information:		
State: <u>NJ</u> Zip: <u>08876</u>			ers	
Phone Number: 908-722-0700		-	te	
Fax Number: 908-722-0755		b. Deposit Account Number 14-1		
Email Address: ipdept@nmmlaw.com		Authorized User Name Nor	ris,McLaughlin & Marcus	

MONIMA Signature

Davy E. Zoneraich

Name of Person Signing

9. Signature:

REEL: 003561 FRAME: 0956

Total number of pages including cover

sheet, attachments, and document:

June 15, 2007

Date

10

## DATED: 2 August 2001

#### BETWEEN:

## PREMIUM PHARMACEUTICALS PTY LIMITED

(ACN: 070 972 315)

("the assignor")

AND

## BIOLINE DEVELOPMENTS LIMITED (CERTIFICATE OF INCORPORATION NUMBER 743020)

("the assignee")

## DEED OF ASSIGNMENT

# hazan hollander

Solicitors & Intellectual Property Lawyers
Level 6, Culwulla Chambers
67 Castlereagh Street
SYDNEY NSW 2000
DX 1540, Sydney

TEL.: (02) 9233 4266 FAX.: (02) 9233 4474

#### DEED OF ASSIGNMENT OF TRADEMARK

THIS DEED is made the: 2 AGG T 2001

BETWEEN: PREMIUM PHARMACEUTICALS PTY LIMITED (ASC 070 972 315)

of 127 Darling Street, Balmain in the state of New South Wales, Australia ("the

assignor") of the first part;

AND: BIOLINE DEVELOPMENTS LIMITED (CERTIFICATE OF

INCORPORATION NUMBER 743020) of Flat F, 30th Floor, Block 4,

Broadview Garden, Tsing Yi, N.T., Hong Kong ("the assignee").

#### WHEREAS:

A. The Assignor is the registered owner in Australia under the Trade Marks Act 1995 of certain trade marks, particulars of which are set out Schedule 1 to this Deed ("the Trade Mark Registrations");

- B. The assignor has applied for registration in the United States of America of certain trade marks, particulars of which are set out in Schedule 2 to this Deed ("the US Trade Mark Applications");
- C. The assignor has agreed to assign to the assignee all its rights, title and interest in the Trade Mark Registrations and the US Trade Mark Applications.

#### NOW THE PARTIES AGREE as follows:

#### 1. Interpretation

In this Deed of Assignment except to the extent that the context requires otherwise or the contrary intention appears:

- (a) words importing the singular or plural shall include the plural and singular respectively;
- (b) words importing any gender shall include every gender;

- (c) words denoting persons shall include individuals, bodies and corporations, associations, partnerships, firms, joint ventures, trusts and government bodies;
- (d) clause headings do not affect the interpretations of this Agreement;
- (e) where a word or phrase is given a particular meaning in this Agreement, other cognate parts of speech and grammatical forms of that word or phrase shall have a corresponding meaning;
- (f) references to a clause, paragraph, schedule or annexure shall be a reference to a clause, paragraph or schedule or an annexure to this Agreement;
- (g) where, but for this paragraph, any payment or other act would be required to be made or performed on a day which is not a Business Day that payment shall be made or other act performed on the following Business Day;
- (h) references to a party shall include that party's executors, administrators and permitted assigns, or being a corporation, its successors and permitted assigns and any other person deriving title under those persons or corporations; and
- (i) every agreement or undertaking expressed or implied by which more than one person is bound shall bind those persons and any two or greater number of them jointly and each of them separately.

#### 2. Assignment

The assignor hereby assigns to the assignee the benefit of and all rights, title and interest in the Trade Mark Registrations and the US Trade Mark Applications with the goodwill attaching to the trade marks the subject of the Trade Mark Applications.

#### 3. Payment

In consideration for the assignment by the assignor in clause 2 above, the assignee shall pay, as directed by the assignor, to the assignor the amount of \$10.00 on the date of execution of this Deed.

#### 4. Warranties

- 4.1 The assignor warrants that the assignor is the registered owner of the Trade Mark Registrations and that it is the applicant for registration of the US Trade Mark Applications;
- 4.2 The assignor specifically disclaims all other warranties and conditions associated with the Trade Mark Registration and the US Trade Mark Applications;
- 4.3 The assignee agrees to indemnify the assignor in respect of any loss or damage caused to the assignor, or any other party, arising out of this Deed of Assignment;

#### 5. Covenants

- 5.1 The assignor covenants with and to the assignee:
  - (a) to render all necessary assistance to the assignee in prosecuting the US Trade Mark Applications to registration;
  - (b) to execute all documents reasonably necessary to enable the assignee to become the applicant for registration of the US Trade Mark applications;

#### 6. Governing Law

This document is governed by and is to be construed in accordance with the laws in force in the State of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the courts of the State of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings beings brought in those courts.

PREMIUM PHARMACEUTICALS	S PTY LIMITED
(ACN: 079 972 315)	
OF	PETER JOHN MOORE
Gil	************************************
Signed MANAGING DIFECT	Print Name
Title: V MANAGING DIFECT	and the second s
Witness:	
<b>n</b>	
Shelelis	MICHELLE GILES
Signed	Print Name
Signed	Tink Name
12/34 GORADH AVE	
INGLEBYEN NEW 2565	
Address	
BIOLINE DEVELOPMENTS LIMI	TED
(CERTIFICATE OF INCORPORAT	ΓΙΟΝ NUMBER 743020)
•	,
- 11.	
Maked Cer	LEE SUK YING MABEL
Signed	Print Name
Title: DIRECTOR	
Witness:	
Ragite	CISION YUGA LUNG
Signed	Print Name
FLATF, 30/H, BLOCK 4	
	<u>.</u>
BROADVIEW GARDEN, TELNGY, N.T. Address HONG KONG	•
Addics2	

EXECUTED as a Deed.

### SCHEDULE 1

## Australian Trade Mark Registrations

TRADE MARK NUMBER	TRADE MARK	CLASS
739357	BLUE LIZARD	3 and 5
783698	Lizard with zig-zag line on back	3 and 5

TRADEMARK

#### **SCHEDULE 2**

## United States of America Trade Mark Applications

APPLICATION NUMBER	TRADE MARK	CLASS
75/404434	BLUE LIZARD	3 and 5
75/684544	SORBOLENE	3 and 5

TRADEMARK

#### TRADEMARK ASSIGNMENT

This assignment from Premium Pharmaceuticals Pty Ltd. (referred to in this document as	
Assignor"), a corporation organized and existing under the laws of New South Wales, Australia, and	
aving a principal place of business at 127 Darling Street, Balmain, New South Wales, Australia to Bioline	
Developments Limited (referred to in this document as "Assignee"), a corporation organized and existing	
nder the laws of Hong Kong and having a place of business at First F,	
30TH FLOOR BLOCK 4 BROADVIEW GARDEN, TSING YI N.T., HONGKONG	Ξ.

WHEREAS, assignor is owner of all right, title and interest in and to the trademarks and the registrations in the United States Patent and Trademark Office, as set forth and identified below, and in and to the goodwill of the business relating thereto:

<u>Trademark</u>		Registration No.	<u>Class</u>
Blue Lizard	•	75/404434	3 & 5
Sorbolene		75/684544	3 & 5

WHEREAS, Assignee wishes to acquire from Assignor all right, title and interest in and to the trademark set forth and identified above, together with the goodwill of the business appertaining to and symbolized by said trademarks and registrations.

NOW THEREFORE, be it known that for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assignor by these presents does hereby sell, transfer and assign to the Assignee its entire right, title and interest in and to the aforesaid trademarks and registrations, together with the right to recover for the past infringement thereof, and the goodwill of the business appertaining thereto and which is symbolized thereby.

Date: 2 August , 200 | .

Signed: Assignor

Name:

Title:

Signed: Witness

Name: MICHELLE GILES

Title: 12/34 GOEDON AVE

#### **ASSIGNMENT**

WHEREAS, Premium Pharmaceuticals Pty Limited (hereinafter "ASSIGNOR"), A CORPORATION OF Australia, having a place of business at 127 Darling Street, Balmain NSW 2041, Australia, is the sole and exclusive owner of the United States Patent Application No. 09/463,234 (hereinafter the "Patent Application").

AND, WHEREAS, Bioline Developments Limited (hereinafter "ASSIGNEE"), a corporation of Hong Kong, having a place of business at <u>FLAT F 30TH FLOOR BLOCK Y BROADIGH</u> GARDEN, YT N.T., HONG KONG, is desirous of acquiring the entire right, title, and interest in, to and under the Patent Application and the inventions, and improvements covered thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR did assign and does hereby assign, sell, transfer, and set over unto ASSIGNEE the entire right, title and interest in and to said Patent Application and the inventions and improvements therein disclosed for the United States and all foreign countries, and all continuations, divisions, renewals, extensions, or substitutes thereof, and any reissue, reissues, reexamination or reexaminations of said patents already granted or which may be granted, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for use and terms for which said patents are or may be granted, reissued or reexamined, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made; together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives.

AND, ASSIGNOR hereby declares that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

EXECUTED this 2 day of Acost, 200 1.

Premium Pharmaceuticals Pty Limited

By:

Name: ( / )/*&* 

10101- 1010

Title:

MANAGING DIRECTOR

TRADEMARK REEL: 003561 FRAME: 0965

**RECORDED: 06/15/2007**