

TRADEMARK ASSIGNMENT

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
Biassa, Inc.		04/03/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Australian Gold, Inc.		
Street Address:	6270 Corporate Drive		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3173224	BIOCELLA	
CORRESPONDENCE DATA			
Fax Number:	(317)637-7561		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(317) 634-3456		
Email:	dsneed@uspatent.com		
Correspondent Name:	Charles J. Meyer		
Address Line 1:	111 Monument Circle, Suite 3700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	8183-1136		
NAME OF SUBMITTER:	Charles J. Meyer		
Signature:	/Charles J. Meyer/		
Date:	06/25/2007		

OP \$40.00 3173224

Total Attachments: 2

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") dated as of the 3rd day April, 2007 (the "Effective Date"), is made by and between Australian Gold, Inc., a corporation incorporated under the laws of the State of Indiana, United States, with offices at 6270 Corporate Dr., Indianapolis, IN 46278 ("Buyer"), and Biassa Inc., incorporated under the laws of the Province of Ontario, Canada, with offices located at 191 Marine Drive, Windsor, Ontario N8N 4K2 ("Seller").

WHEREAS, Buyer and Seller entered into an Asset Purchase Agreement, dated as of April 3, 2007 (the "Purchase Agreement"), whereby Seller agrees to transfer to Buyer the Assets; and

WHEREAS, Seller wishes to convey, and Buyer wishes to obtain from Seller, all of Seller's right, title, and interest in and to the BIOCELLA trademark assets, including the trademark, BIOCELLA, and all goodwill associated therewith, and the U.S. federal trademark registration 3,173,224 related thereto, and all common law rights related thereto, whether by ownership or license.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby assigns, transfers, and conveys to Buyer all of Seller's right, title, and interest in and to the BIOCELLA trademark assets.
2. Cooperation. Seller shall execute and deliver or shall cause to be executed and delivered at Buyer's expense all such transfers, assignments, conveyances, powers of attorney, assurances, declarations, or any other documents as may be reasonably requested, and take all such further action necessary to confirm, effectuate, or record the assignments granted herein, as Buyer may, from time to time reasonably request. The Seller shall, upon Buyer's request, provide promptly to Buyer or its designee all pertinent facts and documents related to the Assets, as may be reasonably requested and as may be accessible to or known by the Seller and their employees and will testify to the same in any litigation or similar proceeding related thereto; provided, however, that Buyer shall reimburse Seller for expenses incurred in connection with such activities. The Seller shall, upon Buyer's reasonable request and at Buyer's expense, execute and deliver to Buyer or its designee any all papers, instruments or affidavits reasonably required to obtain, maintain, defend, register, and enforce the rights granted hereunder.
3. Governing Law. In the event of any dispute under this Agreement, the laws of the State of Indiana shall govern the validity, performance endorsement, interpretation and any other aspect of this Agreement, without regard to the conflict of laws principles of any state, province, or country. The Parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action

arising out of this Agreement, and expressly waive any objections thereto. Notwithstanding this Section, Buyer may seek non-monetary relief in any court of competent jurisdiction to enforce its intellectual property rights. Judgment in an Indiana court may be enforced in any court of competent jurisdiction.

4. General. This Agreement shall be binding upon the successors and assigns of the Seller and shall inure to the benefit of the successors and assigns of Buyer. This Agreement is executed and delivered pursuant to, and shall be construed in accordance with, the terms of the Purchase Agreement. No amendment or modification of this Agreement shall be made except by a writing signed by all parties to be bound thereby or the permitted successors or assigns of such parties.

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first above written.

Biassa, Inc.

Signature: *Keth A. Caughell*

Printed Name: KETH A. CAUGHELL

Printed Title: PRESIDENT

Date: April 3.07.

ACKNOWLEDGEMENT

Australian Gold, Ind. hereby acknowledges receipt of this assignment, for good and valuable consideration, of the Patents.

Australian Gold, Inc.

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

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