

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The University of Western Australia	03/10/2006
RECEIVING PARTY DATA	
Name:	SmithKline Beecham Corporation
Street Address:	One Franklin Plaza
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11570691
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ATTORNEY DOCKET NUMBER:	LR61946USW
NAME OF SUBMITTER:	Virginia G. Campen
Total Attachments: 6 source=LR61946_Assignment#page1.tif source=LR61946_Assignment#page2.tif source=LR61946_Assignment#page3.tif source=LR61946_Assignment#page4.tif	

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (hereinafter, the "Assignment") is made and entered into this 10th day of March, 2006 by and between:

(1) SMITHKLINE BEECHAM CORPORATION, DOING BUSINESS AS GLAXOSMITHKLINE, a company incorporated in the Commonwealth of Pennsylvania, with its principal office at One Franklin Plaza, 200 N. 16th Street, Philadelphia, Pennsylvania 19101 USA ("Assignee"); and

(2) THE UNIVERSITY OF WESTERN AUSTRALIA, a body corporate established pursuant to the provisions of The University of Western Australia Act 1911 (Western Australia), of 35 Stirling Highway, Crawley, Western Australia 6009 ("Assignor").

RECITALS

(A) Whereas, the Assignor owns and has applied for certain patent applications (the "Patent Applications") defined below in respect of the inventions disclosed in the Patent Applications (the "Inventions");

(B) Whereas, Assignor has agreed to assign to Assignee the Patent Applications and the Inventions disclosed therein as hereinafter set forth; and

(C) Whereas, Assignee desires to obtain all of Assignor's right, title, and interest in and to the Patent Applications and Inventions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions.

- a. "Inventions" has the meaning given to it in Recital (A) above.
- b. "Net Sales" shall mean the gross receipts worldwide from sales of the Product by Assignee to third parties, less all customary deductions using generally accepted accounting standards for:
 - i) trade, cash and quantity credits, discounts, refunds or rebates;
 - ii) allowances or credits to customers actually granted on account of rejection, damage, or return of Product;
 - iii) sales commissions;
 - iv) sales and excise taxes (including value added tax) and any other governmental charges imposed upon the production, importation, use or sale of Product;

- v) transportation charges, including insurance, for transporting Product to the extent specifically invoiced to the customer; and
- vi) product rebates, discounts and charge backs including, without limitation, those granted to managed-care entities and government agencies.

Product sales between GSK, its Affiliates and its and their sublicensees, shall be excluded from the computation of Net Sales and no royalties shall be payable on such sales.

- c. "Patent Applications" means the international patent application PCT/AU2005/000943, filed on 28 June 2005 and published as WO 2006/000057 on 5TH January 2006, together with any further national application, divisional application, continuation in part and the like deriving from said international or national patent application(s) in any country in the world.
 - d. "Product" means any product or part thereof, the manufacture, use, or sale of which would infringe one or more Valid Claims included within the Patent Applications.
 - e. "Valid Claim" shall mean a claim of an issued patent included in the Patent Applications which has not been abandoned, lapsed, expired or been declared invalid or unenforceable in a final, unappealable decision (or a decision from which no appeal was taken) of a court of competent jurisdiction.
2. Assignment of Patent Applications and Inventions. Assignor hereby assigns to Assignee all right, title, and interest in and to the Inventions and the Patent Applications, and any patents granted thereon, and all rights associated therewith, including but not limited to the right to apply for and obtain patents and similar forms of protection in respect of the Inventions and the Patent Applications throughout the world; the right to make any new application or applications in respect of any part or parts of the subject matter of any application or specification filed in connection with the Inventions and the Patent Applications; the right to claim priority from the Patent Applications; the right to bring proceedings for any previous infringement of the rights assigned by this Assignment; and the right to claim priority of the Patent Applications under the Paris Convention (as amended) in all countries and territories and to hold the same unto the Assignee.
3. License Grant. Assignee hereby grants to Assignor a fully paid up, irrevocable non-exclusive license to the Patent Applications and Inventions for internal research purposes only.
4. Payment. Assignor acknowledges that certain consideration for obtaining the right title and interest in and to the Patent Applications and Inventions has already been

given, namely, that Assignee paid all fees associated with the filing of the Patent Applications. In addition, Assignee shall continue to assume all patent filing and prosecution costs associated with the Invention and the Patent Applications.

5. Royalty. In further consideration for the license granted to Assignee hereunder, Assignee shall pay a royalty to Assignor of 0.5 percent (0.5%) on the Net Sales of Assignee on Products. Royalties shall be calculated on an annual, calendar year basis and paid to Assignor within sixty (60) days of the end of each calendar year.

- 5.1 Record Retention. Assignee shall keep complete and accurate records in sufficient detail to permit Assignor to confirm the accuracy of calculations of all royalties due hereunder. Such records shall be retained by Assignee for a three (3) year period following the year in which any such royalty payments were due hereunder.

- 5.2 The obligation to pay royalties hereunder shall terminate on expiration, invalidation, lapse or abandonment of the last Valid Claim of the Patent Applications except that the royalties accrued but not paid prior to such expiration shall be payable with the next payment cycle under the provisions of this Article 5. A patent shall be deemed to expire at midnight of the day of expiration.

6. Cooperation. Assignor shall reasonably cooperate with Assignee, at Assignee's sole discretion and expense, to assist Assignee with filing patent applications or other documents related to the Inventions and the Patent Applications, including but not limited to, assisting in preparing and prosecuting the patent applications, and consulting with Assignee and Assignee's legal counsel regarding the Inventions and patent applications. Assignor further agrees to cooperate in executing all documents, instruments, and other papers and taking actions as necessary for Assignee to secure patent rights and as necessary to effect the transfer of all right, title and interest in and to the Patent Applications and the Inventions to Assignee, and to record and perfect title therein in the sole name of Assignee.

7. Publication Rights. Assignor shall not publish or present any part of the Inventions or any information included therein until a patent application directed thereto has been filed. Assignee shall notify Assignor immediately in writing upon the filing of any such patent application. Upon receipt of said notification from Assignee, Assignor shall have the right to publish any information related to or included within the Patent Applications, provided that Assignor requests permission to publish or present from Assignee, and Assignee, in its sole discretion, reviews and approves the information to be published or presented. If Assignee does not, within ninety (90) days of receipt of a request for permission to publish from Assignor, indicate either approval or rejection of the publication or presentation, then Assignee will be deemed to have approved the proposed publication or presentation. Any publication or presentation by the Assignee shall acknowledge the Assignor and appropriate employees of the Assignor as co-authors on the publication or presentation.

8. No Publicity. Neither party hereto shall identify the other party in any promotional advertising, press releases or other promotional materials to be disseminated to the public or any portion thereof without the express prior written consent of the other party. Assignor shall not use the name of Assignee or the name of any Assignee's directors, officers, employees, or agents, as applicable, or any trademark, service mark, trade name, or symbol of Assignee, without Assignee's express prior written consent. Any promotional advertising, press releases or other promotional materials prepared by Assignee and concerning the Invention shall acknowledge Assignor's participation in the development of the Invention.

9. Warranties; Disclaimer of Warranties.

9.1 Assignor hereby represents and warrants that the subject matter of the Patent Applications and the Inventions was developed by its employees, that such employees have assigned their ownership rights in the Inventions and Patent Applications to Assignor, and that Assignor has the full right and legal authority to perform its obligations and grant the rights granted to Assignee herein.

9.2 Assignor hereby represents and warrants that to Assignor's knowledge the manufacture, use or sale of any product or process under the Patent Applications and the Inventions do not infringe any patent, copyright, trademark, or other intellectual property rights of any third party. Assignor also hereby represents and warrants that, to Assignor's knowledge, no third party is infringing the intellectual property rights contained in the Patent Applications and Inventions.

9.3 Except as expressly stated in Section 9.1 and 9.2, ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR REPRESENTATIONS AS TO THE PURITY, ACTIVITY, SAFETY, OR USEFULNESS OF THE INVENTION ASSIGNED TO ASSIGNEE UNDER THIS AGREEMENT.

10. Assignment of Agreement. Neither party may assign this Agreement or its rights and obligations hereunder, in whole or in part, to any third party without obtaining the prior written consent of the other party; provided, however, that ASSIGNEE may assign this Agreement, or its rights and obligations hereunder, in whole or in part, to any of its Affiliates (as defined below) or to any entity with which it may merge or consolidate or to which it may transfer all or substantially all of its assets relating to the Inventions. Assignor may assign this Agreement to an Affiliate only after obtaining the prior written consent of Assignee. "Affiliate" means any entity that, directly or indirectly, is controlled by, controls or is under common control with a party hereto. "Control" means having the power to direct, or cause the direction of,

the management and policies of any entity, whether through ownership of voting securities, by contract or otherwise.

11. Notices. Any notices, payments or statements to be made under this Agreement shall be made as follows:

If to Assignor:

Name: Simon Handford
Title: Project Manager Commercialisation,
University of Western Australia, 35 Stirling Highway, Nedlands WA 6009
Fax: +61 8 6488 2333

if to Assignee:

GlaxoSmithKline
Name: Dr. P. Anthony Akkari
Title: Human Genetics Manager
Mail Stop: MAI 1217
Five Moore Drive
Research Triangle Park, NC 27709
USA
Fax: 919-483-0659

with a copy to:

GlaxoSmithKline
R&D Legal Ops
VP and Senior Counsel
Mail Stop RN0220
2301 Renaissance Blvd.
King of Prussia, PA 19406
USA
Fax: 610-787-7084

or at such other address later designated in writing by either Party for such purposes. Such notices shall be effective upon receipt.

12. Choice of Law. This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America, without giving effect to conflict of law provision of any jurisdiction.
13. Survival. The provisions of Sections 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, and 13, hereof shall survive any expiration or termination of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the terms of the subject matter hereof and shall not be modified except by subsequent mutual written agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment by their duly authorised officers as of the date and year first above written.

SmithKline Beecham Corporation
doing business as GlaxoSmithKline

By: 

Name: Allen D. Roses

Title: Sr. VP, Genetics Research

University of Western Australia

By: 

Name: _____

Title: Professor Doug McEachern
Pro Vice-Chancellor (Research & Innovation)