

FORM PTO-1595 (modified)

(Rev 6-93)

RECC

08-05-2008



HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

103517709

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Jeffrey Stephen BOYLE
Jamie Louise BRADY
Andrew Mark LEW

7-31-08

2. Name and address of receiving party(ies):

CSL, Limited
45 Poplar Road
Parkville,
Victoria, 3052, Australia

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

November 3, 2005

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

10/185,799

10/185,318

B. Patent Number(s):

Additional numbers attached? YES

5. Name and address of party to whom correspondence concerning document should be mailed:

Courtenay C. Brinckerhoff
FOLEY & LARDNER LLP
Washington Harbour
3000 K Street NW, Suite 500
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 2

7. Total fee (37 C.F.R. § 3.41): \$80.00

Check Enclosed

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Authorized to be charged to deposit account

8. Payment Information

a. Credit Card Last 4 Numbers 1682
Expiration Date 11/30/2008b. Deposit account number 19-0741
Authorized User Name

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Courtenay C. Brinckerhoff

July 31, 2008

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 10

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BETWEEN
JEFFREY BOYLE
AND
JAMIE BRADY
AND
ANDREW LEW
AND
CSL LIMITED
(ABN 99 051 588 348)

DEED OF ASSIGNMENT

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the third day of Nov 2005.

BETWEEN: JEFFREY BOYLE of 162 Brown St, Heidelberg, Victoria
("Boyle")

AND: JAMIE BRADY of 40 Oamaru Street, Northcote, Victoria
("Brady")

AND: ANDREW LEW of 13 Warner Street, Essendon, Victoria
("Lew")

AND: CSL LIMITED, ABN 99 051 588 348, of 45 Poplar Road, Parkville,
Victoria, 3052, Australia, a duly incorporated company registered
in Victoria ("CSL")

RECITALS:

- A. Boyle, Brady and Lew have developed Intellectual Property.
- B. CSL has requested and Boyle, Brady and Lew have each agreed to assign to CSL, all of their respective right, title and interest in such intellectual property and all material in which such intellectual property has been embodied.

NOW THIS DEED WITNESSES:

- 1. Definitions and Interpretation
- 1.1 Definitions

Consideration means the royalty set out in clause 2.2.

Intellectual Property means:

- (a) The Patent; and
- (b) Such of the following:
 - (i) an invention or discovery, manner, method or process of manufacture, method or principle of construction, chemical composition or formulation, biological material, computer program, integrated circuit, circuit layout or semi-conducted chip layout or design, plan, drawing or design, or scientific technical or engineering information or document,

- (ii) improvement, modification or development of any of the foregoing,
- (iii) patent, application for a patent, right to apply for a patent or similar rights for or in respect of any Intellectual Property referred to in sub-paragraph (i) or (ii),
- (iv) trade secret, know-how or right of secrecy or confidentiality in respect of any information or document or other Intellectual Property referred to in sub-paragraph (i) or (ii),
- (v) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (i) or (ii),

as subsists in the Patent.

Liabilities means claims, losses, liabilities, costs, expenses or damage of any kind and however arising, including investigative costs, court costs, legal fees, penalties, fines and interest and including those which are prospective or contingent.

Material means any and all documents, records laboratory note books, notes or other material, whether in hard or electronic form, in which any Intellectual Property has been embodied, including all copies of any original material.

Patent means patent application PCT/AU98/00208 and all corresponding patent applications and granted patents derived from that application.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) The meaning of general words is not limited by specific examples introduced by **including**, or **for example**, or similar expressions.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a clause or Schedules is a reference to a clause of or a Schedule to this Deed.
- (e) A reference to an agreement or document (including, a reference to this Deed) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document.

- (f) A reference to a party to this Deed or another agreement or document includes the party's successors and permitted assigns (and, where applicable, the party's legal personal representatives).

2. Assignment

2.1 Assignment of Rights

Each of Boyle, Brady and Lew assigns to CSL all of their respective right, title and interest in the Intellectual Property and the Material and must deliver to CSL all Material.

2.2 Consideration

In consideration of the obligations of Boyle, Brady and Lew under this Deed, CSL must pay to Boyle, Brady and Lew collectively a royalty of one (1) per cent of any revenue received by CSL (not including any funds received by CSL for the purpose of undertaking further research and development on the Intellectual Property) derived from sales of a Product in a country in which there is a granted patent, which would have been infringed had this assignment not taken place.

3. Commercial Exploitation

CSL agrees to use its commercially reasonable efforts to undertake further research and development on the Intellectual Property with the aim of commercially exploiting the Intellectual Property. CSL will have the right to determine the extent of such efforts consistent within its budgetary constraints and in its absolute discretion.

4. Warranties

- (a) Each of Boyle, Brady and Lew jointly and severally represents and warrants that as at the date of this Deed:
- (i) the Intellectual Property was generated by each or all of them while undertaking work on behalf of the CRC for Vaccine Technology (CRC) and that each severally represent and warrant that the CRC has assigned all right, title and interest to the Intellectual Property to them collectively and in their personal capacities.
 - (ii) all right, title and interest in the Intellectual Property and Material are owned by all of them in their respective personal capacities and not as employee of, or under contract with, any third party;
 - (iii) each of them is entitled to assign all right, title and interest in the Intellectual Property and Material to CSL

- (iv) none of them has granted any licence or any other encumbrance whatsoever in relation to the Intellectual Property or Material;
 - (v) that they have not disclosed the Intellectual Property to any third party except where otherwise agreed by CSL; and
 - (vi) the Intellectual Property was generated in accordance with all ethical standards and laws, including any such standards and laws relating to research conducted on or with animals.
- (b) Each of Boyle, Brady and Lew jointly and severally represent and warrant that to the best of their knowledge and belief as at the date of this Deed, use of the Intellectual Property or Material by CSL or its related bodies corporate and their respective licensees or assigns will not infringe any right of any third party.

5. Confidentiality

5.1 Confidentiality and use of Intellectual Property Material

Each of Boyle, Brady and Lew must:

- (a) hold the Intellectual Property in strict confidence and keep it secret;
- (b) not use the Intellectual Property except as reasonably necessary for the purpose of putting this Deed into effect (Permitted Purpose);
- (c) not reproduce, record or store, or permit or cause any reproduction, recording or storage of, the Intellectual Property; and
- (d) not make, or permit or cause to be made, any notes, memoranda, opinion, summary or analysis based on or relating to the Intellectual Property,

unless Boyle, Brady or Lew (as the case may be) can provide that the following applies in respect of the particular piece of the Intellectual Property or Material the subject of conduct prohibited under this clause 5.1:

- (i) Boyle, Brady or Lew (as the case may be) has received the prior written consent of CSL to such conduct; or
- (ii) The piece has entered the public domain other than as a result of a breach of an obligation of confidence owed to CSL.

5.2 Confidentiality of Agreement

The terms of this Deed are confidential. The parties must not disclose any term of this Deed to any person without the prior written consent of the other parties, such consent to be given or withheld at the discretion of each other party.

6. Liability of the Assignors

Unless expressly stated otherwise in this Deed, the liability of each of Boyle, Brady and Lew under this Deed is joint and several.

7. Further assurances

Each of Boyle, Brady and Lew jointly and severally must, at the expense and request of CSL do all acts and execute all documents necessary or desirable for further assuring the title of CSL to the benefit of this Deed, including the benefit of the rights assigned.

8. General

- (a) No variation of this Deed will be of any force or effect unless it is in writing and signed by the parties to this document.
- (b) This Deed together with the Schedule contains the entire agreement between the parties about the subject matter thereof. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed.
- (c) This Deed is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts of any basis.
- (d) The failure of either party at any time to require performance by the other party of any provision of this Deed shall not affect in any way the full right of the waiving party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be deemed a waiver of the provision which is breached, or any other provision hereof.
- (e) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Recitals.
- (f) Each of the parties warrants that the name, details of the incorporation and address of the party are correctly stated

herein and that each of the parties further warrants its power to enter into this Deed.

- (g) This Deed will be binding on, and enure for the benefit of, each of the parties and their respective successors in title and permitted assigns.
- (h) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.
- (i) Neither party may assign or transfer any of its rights or obligations under this Deed without the prior written consent of the other party except in the case of an assignment by CSL to a purchaser of substantially all of the assets of CSL.
- (j) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

EXECUTED AS A DEED BY THE PARTIES

Signed, Sealed and Delivered by)
JEFFREY BOYLE in the presence of:)

.....
Jeffrey Boyle

.....
Witness Signature

.....
Witness Name

Signed, Sealed and Delivered by)
JAMIE BRADY in the presence of:)

.....
Jamie Brady

.....
Witness Signature

.....
Witness Name

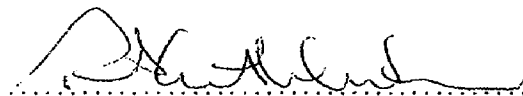
Signed, Sealed and Delivered by)
ANDREW LEW in the presence of:)

.....
Andrew Lew

.....
Witness Signature

.....
Witness Name

Signed for and on behalf of
CSL LIMITED ABN 99 051 588 348 by its duly
authorised representatives



Andrew Cuthbertson
Director, R&D



Peter Turvey
Company Secretary

03/11/05

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