

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wayne COMPER	04/07/2009
RECEIVING PARTY DATA	
Name:	NIPRO CORPORATION
Street Address:	3-9-3, Honjo-Nishi, Kita-ku,
City:	Osaka
State/Country:	JAPAN
Postal Code:	531-8510
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6447989
Patent Number:	6589748
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	062386-0027
NAME OF SUBMITTER:	Judith L. Toffenetti
Total Attachments: 6 source=0623860027assignment2#page1.tif source=0623860027assignment2#page2.tif source=0623860027assignment2#page3.tif	

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RECORDATION FORM COVER SHEET

Docket No.: 062386-0027

PATENTS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of Conveying Party(ies)

Wayne Comper

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance/Execution Date(s)

Execution Date(s): April 7, 2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: NIPRO Corporation

Internal Address:

Address: 3-9-3, Honjo-Nishi, Kita-ku

Osaka, JAPAN 531-8510

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No(s).

☐ This document is being filed together with a new application

B. Patent No(s).

6,447,989 and 6,589,748

Additional numbers attached? ☐ Yes ☒ No

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

Name: MCDERMOTT WILL & EMERY LLP

Internal Address:

Street Address: 600 13th Street, N.W.

City: Washington State: D. C. Zip: 20005-3096

Phone Number: 202.756.8000

Fax Number: 202.756.8087

Email Address:

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 500417
Authorized User Name _____

9. Signature.

Judith L. Toffenetti, Reg. No. 39,048

October 22, 2009

Name and Registration No. of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and documents: 6

AGREEMENT OF ASSIGNMENT

BETWEEN

WAYNE COMPER of 387 Old Warrandyte Rd, North Ringwood, Victoria, Australia
("COMPER")

AND

NIPRO CORPORATION, a corporation duly organized and existing under the laws of
Japan having its principal place of business at 3-9-3, Honjo-Nishi, Kita-ku, Osaka
531-8510, Japan ("NIPRO")

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RICITALS:

- A. On 6 December 2008, COMPER was assigned all its right, title and interest in
the Patens from Monash University.
- B COMPER has agreed to assign to NIPRO all its right, title and interest in the
Patens on the terms and conditions of this Agreement.

OPERATIVE PROVISIONS:

1. DEFINITIONS

"Assignment Date" means the date of this Agreement;

"Monash" means Monash University, a body corporate established under the
Monash University Act 1958 of Wellington Road, Clayton, Victoria;

"Previous Deed" means the Deed of Assignment between COMPER and
Monash on 6 December 2008;

"Patent" means patents owned by COMPER and attached to Schedule 1;

"Technology" means all revenue and other sums or consideration received by

NIPRO in connection with the exploitation of the Patent;

"Improvement" means any invention which could not be commercially exploited without a license to the Technology;

"Invention" means the invention that is the subject of the Patent;

2. ASSIGNMENT

2.1 On the Assignment Date, COMPER assign to the NIPRO its whole right, title and interest in the Patent.

2.2 NIPRO shall pay COMPER U.S. \$ 50,000(GROSS) as a value of the assignment within 3 months from Assignment Date.

2.3 Without limiting the assignment provided for in clause 2.1, NIPRO grants to COMPER a perpetual, irrevocable, world wide, non-exclusive royalty-free license (including the right to sub-license to Monash under clause 2.2 of Previous Deed) to use the Technology and invention for research and academic purpose.

3. OBLIGATIONS OF NIPRO

3.1 From the Assignment Date, NIPRO will diligently pursue, and be responsible for all costs associated with the prosecution or maintenance of the Patent.

4. WARRANTIES

4.1 NIPRO acknowledge that no warranty or representation is made by COMPER in respect of the Patent, Technology, Invention or Improvements including without limitation, that the Patent, technology, Invention or Improvements will be suitable for commercial exploitation.

4.2 To the extent permitted by law, all implied terms, conditions and warranties (whether statutory or otherwise) are hereby excluded.

5. GENERAL

5.1 This Agreement is governed by the laws in force in JAPAN. Each party submits to the jurisdiction of the courts of that State and courts of appeal therefrom.

5.2 This Agreement contains the entire Agreement between the parties about the subject matter hereof. Any previous understanding, agreement, representation or warranty relating to the subject matter is replaced by this Agreement and has no further effect.

EXECUTED AS AN AGREEMENT on the 7th day of April 2009.

WAYNE COMPER

By: W Comper
Wayne Comper

NIPRO CORPORATION

By: 増田 利明
Toshiaki Masuda, Managing Director

SCHEDULE 1

- (1) Japanese Patent No. 4,160,263, which is issued on 1 October 2008 form an application under Serial No. 2000-589950 on 20 December 2000 for an invention entitled "KIDNEY DISEASE DETECTION AND TREATMENT";
- (2) Japanese Patent Application No. 2006-038877, which is divisional application of (1) and is published on 9 February 2006 form an application under Serial No. 2005-0270160 on 16 September 2005 for an invention entitled "DETECTION METHOD OF KIDNEY DISEASE";
- (3) United States Patent No. 6,447,989, which is issued on 10 September 2002 form an application under Serial No. 09/415,217 on 12 October 1999 for an invention entitled " Method for kidney disease treatment by drug";
- (4) United States Patent No. 6,589,748, which is issued on 8 July 2003 form an application under Serial No. 09/892,797 on 28 June 2001 for an invention entitled "KIDNEY DISEASE DETECTION AND TREATMENT";
- (5) United States Patent Application No. 2002/0012906, which is published on 31 January 2002 form an application under Serial No. 09/893,346 on 28 january2001 for an invention entitled "Method for kidney disease treatment by drug intervention";
- (6) United States Patent Application No. 2004/0029175, which is published on 12 February 2004 form an application under Serial No. 10/391,202 on 28 June 2001 for an invention entitled "Method for kidney disease detection";
- (7) European Patten Office No. 1,141,728, which issued on 17 October 2007 form an application under Serial No. 99959616.6 on 20 December 1999 for an invention entitled " KIDNEY DISEASE DETECTION AND TREATMENT " and each national patent emanating from European Patten Office No. 1,141,728, including, without limitation, any such national patent so emanating in Austria, Belgium, Switzerland, Cyprus, Germany, Denmark, Spain, Finland, France, United Kingdom, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Portugal and Sweden;

- (8) China Patent Application No. 1,331,801, which is published on 20 December 1999 form an application under Serial No. 99814862.8 on 16 January 2002 for an invention entitled "Kidney disease detection and treatment";
- (9) Canadian Patent Application No. 2,356,174, which is published on 29 June 2000 form an application under Serial No. 2,356,174 on 20 December 1999 for an invention entitled "KIDNEY DISEASE DETECTION AND TREATMENT";
- (10) Australian Patent Application No. 1,674,400, which is published on 12 July 2000 form an application under Serial No. 2000/0016744 on 20 December 1999 for an invention entitled "Kidney disease detection and treatment";
- (11) Brazilian Patent Application No. 9,916,407, which is published on 25 September 2001 form an application under Serial No. 1999PI16407 on 20 December 1999 for an invention entitled "Kidney disease detection and treatment";
- (12) South African Patent Application No. 200105058, which is published on 20 June 2002 form an application under Serial No. 20010005058 on 20 June 2001 for an invention entitled "KIDNEY DISEASE DETECTION AND TREATMENT";
- (13) any and all divisional, reassurances, reexamination and foreign counterparts of any of such aforementioned patents and any patent and patent application which claim priority from any of the patents described in any Paragraphs of (1) - (12) above.