

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
The Walter and Eliza Hall Institute of Medical Research	03/18/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Genera Biosystems Limited
Street Address:	WEHI Biotechnology Centre
Internal Address:	4 Research Avenue
City:	Bundoora
State/Country:	AUSTRALIA
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	10517003
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(206)682-6031
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(206) 622-4900
Email:	johno@seedip.com
Correspondent Name:	William T. Christiansen, Ph.D.
Address Line 1:	SEED IP Law Group PLLC
Address Line 2:	701 Fifth Avenue, Suite 5400
Address Line 4:	Seattle, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	940120.402USPC
NAME OF SUBMITTER:	William T. Christiansen, Ph.D.
<b>Total Attachments: 6</b> source=940120_402USPC_DEED_ASSIGNMENT#page1.tif source=940120_402USPC_DEED_ASSIGNMENT#page2.tif source=940120_402USPC_DEED_ASSIGNMENT#page3.tif source=940120_402USPC_DEED_ASSIGNMENT#page4.tif	

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**PATENT  
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## Deed of Confirmation

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Genera Biosystems Limited ACN 098 663 837

The Walter and Eliza Hall Institute of Medical Research ACN 004 251 423

# Deed of confirmation

Dated

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## Parties

- Genera**                    **Genera Biosystems Limited ACN 098 663 837**  
of WEHI Biotechnology Centre, 4 Research Avenue, Bundoora in the State of Victoria
- WEHI**                      **The Walter and Eliza Hall Institute of Medical Research ACN 004 251 423**  
of Post Office, The Royal Melbourne Hospital, Melbourne in the State of Victoria

## Background

- A        On 1 June 2008 the parties entered into an agreement titled "Assignment of Intellectual Property Rights Deed" (**Assignment of Intellectual Property Rights Deed**) under which intellectual property rights were assigned by WEHI to Genera.
- B        The parties omitted to include all of the patents specified in Annexure 1 in the table set out in Schedule 1 of the Assignment of Intellectual Property Rights Deed.
- C        The parties wish to confirm that the table set out in Schedule 1 of the Assignment of Intellectual Property Rights Deed was intended to be as set out in Annexure 1.

## Agreed terms

### 1        **Confirmation**

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#### 1.1      **Patents**

The parties confirm that the parties intended that the table set out in Schedule 1 of the Assignment of Intellectual Property Rights Deed was to include the patents specified in Annexure 1.

#### 1.2      **Accrued rights and remedies**

Accrued rights or remedies of a party are not affected by the confirmation contemplated by clause 1.1.

### 2        **Merger and survival**

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#### 2.1      **Merger**

The rights and obligations of the parties under this deed do not merge on completion of any transaction contemplated by this deed.

## **2.2 Survival**

Termination of this deed will not affect any provision of this deed which is expressly or by implication intended to come into force or continue on or after the termination of this deed.

## **3 General**

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### **3.1 Amendments**

This deed may only be amended by written agreement between the parties.

### **3.2 Costs**

Each party must bear its own costs in relation to the preparation, negotiation, signing and performance of this deed.

### **3.3 Entire agreement**

This deed represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.

### **3.4 Further assurances**

Each party must do all things and execute all further documents necessary to give full effect to this deed and refrain from doing anything that might hinder the performance of this deed.

### **3.5 Governing law and jurisdiction**

- (a) The laws of Victoria, Australia govern this deed.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts competent to hear appeals from those courts.

### **3.6 Waiver**

- (a) The failure of a party at any time to require full or partial performance of any provision of this deed does not affect in any way the right of that party to require that performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this deed may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

### **3.7 Severability**

Each provision of this deed will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.

### **3.8 Interpretation**

In this deed:

- (a) clause headings are for convenient reference only and have no effect in limiting or extending the language to which they refer;
- (b) where any word or phrase has been given a defined meaning, any other part of speech or their grammatical form in respect of that word, has a corresponding meaning;
- (c) the words 'includes' and 'including' do not imply any limitations;
- (d) a reference to a document or agreement, including this deed, includes a reference to that document or agreement as novated, altered or replaced from time to time; and
- (e) references to clauses, parties, annexures and schedules are references to clauses of, and parties, annexures and schedules to, this deed.

**Annexure 1**

Intellectual Property


Any Patent resulting from the prosecution of Patent Application Nos. PCT/AU01/00635 and PCT/AU2003/000696 including:

<b>PATENTS</b>		
<b>Official No.</b>	<b>Country</b>	<b>Title</b>
WO 01/92564 A1	Australia	A Method for Determining the Likelihood that a Test Polynucleotide Sequence Differs from a Driver Polynucleotide
US2004/0014065 A1	United States of America	A Method for Determining the Likelihood that a Test Polynucleotide Sequence Differs from a Driver Polynucleotide
2003229125	Australia	A Nucleic Acid Anchoring System Comprising Covalent Linkage of an Oligonucleotide to a Solid Support
536909	New Zealand	A Nucleic Acid Anchoring System Comprising Covalent Linkage of an Oligonucleotide to a Solid Support
10/517,003	United States of America	A Nucleic Acid Anchoring System Comprising Covalent Linkage of an Oligonucleotide to a Solid Support
516930	New Zealand	A Method for Determining the Likelihood that a Test Polynucleotide Sequence Differs from a Driver Polynucleotide

### Execution

EXECUTED as a deed

Signed sealed and delivered  
by  
Genera Biosystems Limited ACN 098 663 837  
on 23 Feb 2010 by:

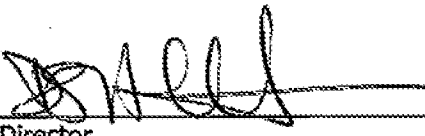
A   
Director

A KARL POETTER  
Full name of Director

A   
Director/Secretary

A GEORGE WIDMAN  
Full name of Director/Secretary 25/02

Signed sealed and delivered  
by  
The Walter and Eliza Hall Institute of Medical  
Research ACN 004 251 423 on 18/03/2010  
by:

A   
Director

A DOUG HILTON  
Full name of Director

A   
Director/Secretary

MURRAY JEFFS  
COMPANY SECRETARY  
A Full name of Director/Secretary