

# 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
Diatech Pty Ltd.	05/01/2007
<b>RECEIVING PARTY DATA</b>	
Name:	Evogenix Limited
Street Address:	37 Bligh Street
Internal Address:	Level 2
City:	Sydney, NSW
State/Country:	AUSTRALIA
Postal Code:	2000
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	6562622
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)588-0500
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212 588-0800
Email:	smarcano@flhlaw.com
Correspondent Name:	Thomas J. Kowalski
Address Line 1:	745 Fifth Avenue
Address Line 2:	Frommer Lawrence & Haug LLP
Address Line 4:	New York, NEW YORK 10151
ATTORNEY DOCKET NUMBER:	674537-2003
NAME OF SUBMITTER:	Sarah Marcano
<p>Total Attachments: 8</p> <p>source=00817697#page1.tif</p> <p>source=00817697#page2.tif</p>	

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**PATENT**  
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## DEED OF TERMINATION AND ASSIGNMENT

Made on 1 day of MAY 2007

BETWEEN **DIATECH PTY LTD ACN 069 052 197** of Level 4, Institute for Health and Biomedical Innovation, Corner Blamey Street and Musk Avenue, Kelvin Grove QLD, Australia  
(**'Diatech'**)

AND **EVOGENIX LIMITED ACN 097 483 068** of Level 2, 37 Bligh Street, Sydney, NSW 2000, Australia  
(**'EvoGenix'**)

### BACKGROUND

- A. The parties have entered into a Licence Agreement in relation to the Patents.
- B. Diatech wishes to assign the entire right, title and interest in the Patents to EvoGenix.
- C. Diatech and EvoGenix wish to terminate the Licence Agreement on the terms set out in this Deed.

### OPERATIVE PROVISIONS

#### 1. DEFINITIONS

In this Deed all terms defined in the Licence Agreement have the same meaning in this Deed and the following expressions have the following respective meanings:

**'Business Day'** means a day on which banks are open for business in Brisbane and which is not a Saturday, Sunday or public holiday;

**'Corporations Law'** means the *Corporations Act 2001 (Cth)*;

**'Deed'** means this Deed of Termination and Assignment;

**'Deed of Amendment'** means the deed titled 'Deed of Amendment' between the parties dated 24 May 2005;

**'Effective Date'** means the date of execution of this Deed;

**'Excluded Patents'** means the patents specified in Schedule 2;

**'Intellectual Property Rights'** means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, trade or service marks, patents, registered and unregistered trade marks, registered designs, trade secrets, knowhow, rights in relation to semiconductors and circuit layouts, trade, business or company name, indication or source or appellation of origin, or other proprietary right, or right of registration of such rights;

**'Licence Agreement'** means the agreement titled 'Licence Agreement' between the parties dated 13 July 2001 as amended by the Deed of Amendment;

'Patents' means the patents specified in Schedule 1;  
'person' and 'persons' include individuals, firms, partnerships, bodies corporate, associations and governments and governmental, semi-governmental and local authorities and agencies; and  
'writing' includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form.

## 2. ASSIGNMENT AND TERMINATION

2.1 The parties agree that on the Effective Date:

- (a) Diatech assigns the entire right, title and interest in the Patents to EvoGenix free of encumbrances; and
- (b) the Licence Agreement is terminated.

2.2 Notwithstanding clause 2.1:

- (a) the accrued rights and remedies of the parties under the Licence Agreement are not affected;
- (b) each party remains liable in relation to:
  - (i) any act or omission of that party in relation to the Licence Agreement; and
  - (ii) all liability of that party which may have incurred or which may have accrued in connection with the Licence Agreement prior to the Effective Date;
- (c) subject to clause 2 of this Deed, termination of the Licence Agreement will not affect any obligation of a party which is expressly intended to come into force or continue on or after termination;
- (d) termination of the Licence Agreement will not affect EvoGenix's right to disclose Confidential Information of Diatech for the purpose of exploiting the Patents, provided that EvoGenix's disclosure of Confidential Information is upon such terms, or is restricted to such extent as:
  - (i) protects the Confidential Information from unauthorised or improper use or disclosure; and
  - (ii) does not prejudice any possible future patent application by Diatech in relation to what is disclosed, and
- (e) EvoGenix acknowledges and agrees it has no rights to any of the Intellectual Property Rights of Diatech other than the Patents assigned under clause 2.1(a) including:
  - (i) any improvements to the Patents developed by Diatech; and
  - (ii) the Excluded Patents.

2.3 Notwithstanding the provisions of clause 16 of the Licence Agreement, EvoGenix may retain all Confidential Information of Diatech in its possession and all notes, memoranda, correspondence, reports, summaries and all other matters or things brought into existence by EvoGenix or any person which in any manner refers to any part of such Confidential Information and may use and disclose any such Confidential Information in accordance with clause 2.2(d) of this Deed. Unless the parties enter into a further agreement in respect of the Confidential Information, the provisions of clause 16 of the Licence Agreement will come into effect on the later of 10 years after the date of this Deed or on expiry of the last of the Patents.

## 3. WARRANTIES

3.1 Each party represents and warrants and it is a condition of this Deed that:

- (a) each party is a corporation as that expression is defined in the Corporations Law having limited liability, incorporated (or taken to be incorporated) or registered and validly existing under the Corporations Law;
- (b) each party has the corporate power to own their assets and to carry on their businesses as they are now being conducted; and
- (c) each party has full power and authority to enter into and perform their obligations under this Deed.

3.2 Diatech warrants and it is a condition of this Deed that:

- (a) it owns the entire interest in the Patents free of encumbrances;
- (b) no Diatech Improvement (as defined in the Licence Agreement) has been created;
- (c) the assignment of the Patents pursuant to this Deed does not place it in breach of any contract, arrangement or understanding with any third party; and
- (d) it has not granted, or purported to grant, to any third party any licence of, or other interest in, the Patents other than to EvoGenix;

4. GST

4.1 Unless expressly included, the consideration for any supply under or in connection with this Deed does not include GST.

4.2 To the extent that any supply made under or in connection with this Deed is a taxable supply, the recipient must pay, in addition to the consideration provided under this Deed for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.

5. AMENDMENTS IN WRITING

No amendment to this Deed has any force unless it is in writing and signed by all of the parties to this Deed.

6. COUNTERPARTS

6.1 This deed may be executed in any number of counterparts.

6.2 All counterparts, taken together, constitute one instrument.

6.3 A party may execute this deed by signing any counterpart.

7. NO MERGER

The covenants, conditions, provisions and warranties contained in this Deed do not merge or terminate upon completion of the transactions contemplated in this Deed but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect.

8. COSTS, STAMP DUTY AND TAXES

8.1 Each party must meet or pay its own legal costs and disbursements in respect of the preparation, negotiation and execution of this Deed.

8.2 EvoGenix must pay:

- (a) all stamp duty payable on this Deed and on any transfer or assignment pursuant to it or any transaction evidenced by it; and
- (b) all costs (including registration fees) of registration of all transfers or other documents necessary to assign the Patents to EvoGenix.

9. ENTIRE AGREEMENT

This Deed constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it. Any statement made in negotiations for this Deed which is not set out in this Deed does not form part of the agreement between the parties.

10. 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.

11. NOTICES

11.1 Any notice or communication including any request, demand, consent, agreement, approval or confirmation to or by a party to this deed must be in legible writing and in English and delivered by hand or sent by pre-paid post or facsimile addressed:

(a) if to Diatech, to:

Level 4, Institute for Health and Biomedical Innovation  
60 Musk Avenue  
Kelvin Grove Qld, 4059

(b) if to EvoGenix, to:

Level 2, 37 Bligh Street  
Sydney NSW 2000

or such other address for notices as notified to Diatech or BioGenix by the other of them (as the case may be).

11.2 A notice delivered by hand is regarded as given and received upon delivery.

11.3 A notice sent by post is regarded as given and received on the second Business Day following the date of postage.

11.4 A facsimile is regarded as given and received when successfully transmitted unless the addressee informs the sender that the notice is illegible or incomplete within 4 hours of it being received or regarded as received.

11.5 A notice delivered or received other than on a Business Day or after 5.00pm is regarded as received at 9.00am the following Business Day and a notice delivered or received before 9.00am is regarded as received at 9.00am.

12. 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.

## Schedule 1

### Patents

	Type	Specification	Priority Date
(a)(i)	Patent	Application PCT/AU99/00136 for "V-Like Domain Binding Molecules"	06 March 1998
(a)(ii)	Patent	Application PCT/AU99/00341 for "Continuous In-Vitro Evolution"	08 May 1998
(b)	all patent applications (including foreign applications) that are filed or may later be filed based on or corresponding to the applications in (a);		
(c)	all divisional and continuation, in whole or part, applications and reissue applications based on any of the foregoing patent applications, including: AU 2006252050 filed 14/12/2006 (i) US 11/588966 filed 27/10/2006 (i) AU 2004200867 filed 3/3/2004 (ii) US 10/408930 filed 7/04/2003 (ii) US 11/498974 filed 3/08/2006 (ii)		
(d)	all issued and unexpired patents resulting from any application in (a), (b) or (c) above; and		
(e)	all issued and unexpired reissue, re-examination, renewal or extension patents that may be based on any such patents.		

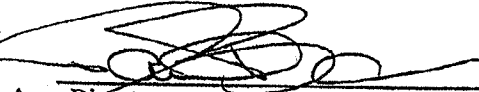
**Schedule 2**  
**Excluded Patents**

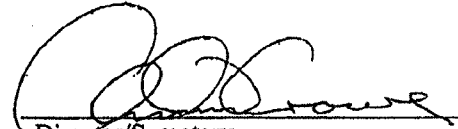
Patent	Specification	Priority Date
PCT/AU2003/001697	Application PCT/AU2003/001697 for "In vivo affinity maturation scheme"	18 December 2002
60/757,845	United States of America Provisional Application 60/757,845 for "Binding moieties based on shark IgNAR domains"	2 June 2004



EXECUTED as a deed in Queensland.

SIGNED SEALED AND DELIVERED  
by  
DIATECH PTY LTD ACN 069 052 197 by:

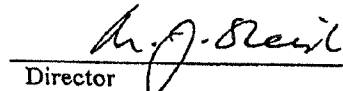
  
A Director


  
A Director/Secretary

PAUL G BARRETT  
A Full name of Director

ANDREW CROWE  
A Full name of Director/Secretary 2/5/07

SIGNED SEALED AND DELIVERED  
by  
EVOGENIX LTD ACN 097 483 068 by:

  
A Director

  
A Director/Secretary

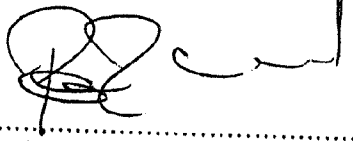
MERLYN J EIGH  
A Full name of Director

GUY ROBERTSON  
A Full name of Director/Secretary

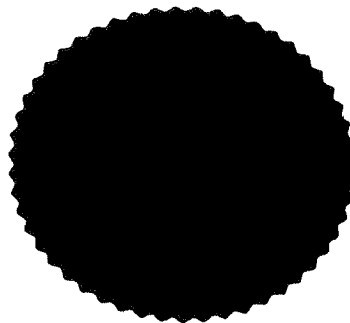
I, PROFESSOR PETER ZABLUD Notary Public residing and practising in the City of Melbourne in the State of Victoria in the Commonwealth of Australia CERTIFY that:

- (a) ARANA THERAPEUTICS (VIC) PTY. LTD. (Australian Company Number 097 483 068) (formerly named Evogenix Limited) ("the Company") is a proprietary company limited by shares, which:
- (i) is registered and existing under the *Corporations Act 2001* of Australia;
  - (ii) is a wholly owned subsidiary of Arana Therapeutics Limited (Australian Company Number 002 951 877); and
  - (iii) is entitled by law to carry on any business and undertake any activity throughout the world which it may determine from time to time and to do all incidental and ancillary things required to give efficacy to its business affairs;
- (b) MS. SAKURA NARASIMHAN is the Intellectual Property Manager of the Arana Therapeutics group of companies and is authorised to make declarations on behalf of the Company in relation to patents, trademarks and intellectual property matters generally in which the Company has an interest;
- (c) on 11 March 2009, Ms. Sakura Narasimhan, who satisfactorily identified herself to me, appeared before me at Melbourne and by solemn declaration made before me in proper form of law, declared to me that the attached copy document comprising seven (7) pages, each of which bears an impression of my official seal for purposes of identification, is a true copy of the original Deed of Termination and Assignment of which it purports to be a copy; and
- (d) full faith and credit should be given to the contents of the copy Deed of Termination and Assignment both in court and elsewhere

IN WITNESS of which I have subscribed my name and affixed my seal of office this 11th day of March Two thousand and nine



.....  
Notary Public  
Melbourne, Victoria, Australia  
My Appointment is not limited by time



Fellow of  
The Australian and  
New Zealand College  
of Notaries



Individual member  
of the International  
Union of Notaries



Fellow of the  
Society of Notaries  
of Victoria

PATENT