

PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Walter and Eliza Hall Institute of Medical Research	10/06/2003
RECEIVING PARTY DATA	
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Internal Address:	St. Lucia
City:	Queensland
State/Country:	AUSTRALIA
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Property Type	Number
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DEED OF ASSIGNMENT OF CHOPPER INTELLECTUAL PROPERTY

THE WALTER AND ELIZA HALL INSTITUTE OF MEDICAL RESEARCH

and

THE UNIVERSITY OF QUEENSLAND

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DEED OF ASSIGNMENT OF CHOPPER INTELLECTUAL PROPERTY

THIS DEED is made on the 6th day of October two thousand and three

BETWEEN

THE WALTER AND ELIZA HALL INSTITUTE OF MEDICAL RESEARCH of Royal Melbourne Hospital, Parkville, in the State of Victoria,

(in this Deed called "the Assignor")

AND

THE UNIVERSITY OF QUEENSLAND of St Lucia, in the State of Queensland,

(in this Deed called "the Assignee")

BACKGROUND

- A. It is intended that the Assignor will procure ownership of the Intellectual Property.
- B. The Assignor has agreed to assign the Intellectual Property to the Assignee once the Assignor owns the Intellectual Property.

THIS DEED PROVIDES

1. DEFINITIONS

In this Deed:

Commercialise means exploiting the Intellectual Property by way of granting a licence or assigning the Intellectual Property

Conditions Precedent means:

- (a) the execution of a Royalty Deed for the Chopper Intellectual Property between the Assignor and UniQuest Pty Limited in relation to the Intellectual Property;
- (b) ownership of the Intellectual Property vesting in the Assignor;
- (c) the Assignor having the right to assign the Intellectual Property to the Assignee; and
- (d) the Assignee being satisfied, in its complete discretion, that the ownership of the Intellectual Property has vested in the Assignor and that the Assignor has the right to assign the Intellectual Property to the Assignee

Condition Precedent Period means the period of 4 calendar months from the date of this Deed, or such other period as the parties may agree in writing

Effective Date means the date that the Conditions Precedent have been met

Intellectual Property has the meaning given in Schedule 1

2. CONDITION PRECEDENT

2.1 Deed conditional on Conditions Precedent

This Deed is subject to and conditional upon the Condition Precedents being met within the Condition Precedent Period.

2.2 No warranty as to Conditions Precedent being met

No party makes any warranty nor any representation as to whether the Conditions Precedent will take place or are capable of taking place within the Condition Precedent Period.

2.3 No liability if Conditions Precedent are not met

No party shall have any liability to the other in the event that the Conditions Precedent are not met, for whatever reason the Conditions Precedent are not met.

2.4 Termination in relation to conditions precedent

Either party may terminate this Deed if the Conditions Precedent are not met by the end of the Condition Precedent Period by written notice to the other.

2.5 Deed binding upon Effective Date

This Deed becomes binding upon the parties upon the Effective Date.

3. ASSIGNMENT

The Assignor assigns all of the Assignor's right title and interest in and to the Intellectual Property to the Assignee.

4. ASSIGNMENT FEE

- (a) The Assignee must pay to the Assignor an assignment fee of \$10.00 (which is exclusive of goods and services tax), plus goods and services tax, within 30 days of receiving a Valid Invoice.
- (b) "Valid Invoice" means an invoice complying with the A New Tax System (Goods and Services Tax) Act 1999.

5. FURTHER ASSURANCE

- (a) The Assignor must on demand by the Assignee perform all such acts and execute all such agreements, assurances and other documents and instruments as the Assignee reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this Deed or to give full force and effect to, or facilitate the performance of, the transactions provided for in this Deed.
- (b) Without limiting the generality of paragraph (a), the Assignor must sign all such documents as shall be required to assign to the Assignee all patent applications pending, and all patents granted, that relate in any way to the Intellectual Property.
- (c) The Assignee will pay all the Assignor's reasonable costs incurred in complying with paragraphs (a) and (b).

6. DISCLOSURE AND USE OF INTELLECTUAL PROPERTY

- (a) The Assignor must:
 - (i) maintain the Intellectual Property in strictest confidence;

- (ii) not disclose the Intellectual Property to any person without the prior written consent of the Assignee;
- (iii) not, subject to paragraph (b), use the Intellectual Property in any way without the prior written consent of the Assignee.
- (b) The Assignee grants to the Assignor a royalty-free, perpetual, non-exclusive licence to use the Intellectual Property for its own internal research purposes.
- (c) The Assignee will not Commercialise the Intellectual Property with any third party other than UniQuest Pty Limited without the prior written consent of the Assignor, such consent not to be unreasonably withheld.

7. WARRANTIES AND INDEMNITY

7.1 Warranties

The Assignor warrants to the Assignee:

- (a) the Assignor solely owns the Intellectual Property both legally and beneficially;
- (b) the Intellectual Property is not encumbered, mortgaged, or charged in any way, nor subject to any lien;
- (c) subject to clause 7.2, the Intellectual Property does not infringe any rights of any person;
- (d) there is no litigation pending in respect to the Intellectual Property, and there is no claim or demand that has been received by the Assignor from any person in relation to the Intellectual Property
- (e) subject to clause 7.2, without limiting the generality of the foregoing, Intellectual Property does not:
 - (i) infringe any patent granted anywhere in the world as at the date of this Deed;
 - (ii) infringe any patent application that is pending anywhere in the world as at the date of this Deed;
- (f) subject to clause 7.2, the disclosure of the Intellectual Property by the Assignor to the Assignee will not infringe any right of confidentiality or proprietorship of another person;
- (g) the Assignor is not subject to any obligation of confidence (other than to the Assignee) in relation to the Intellectual Property
- (h) no licence or right of any type whatsoever has been granted by the Assignor in respect of the Intellectual Property by the Assignor.
- (i) no option to purchase or option to licence has been granted by the Assignor in respect of the Intellectual Property by the Assignor
- (j) except as disclosed by the Assignor to the Assignee, and except for this Deed and the Royalty Deed between UniQuest Pty and the Assignor, the Assignor has not entered into any deed, contract, arrangement or understand dealing in any way with the Intellectual Property

7.2 Qualifications upon warranties

The warranties in clause 7.1(c), (e), and (f) are made by the Assignor to the best of its actual knowledge, without having searched any patent databases anywhere in the world, and are made subject to:

- (a) any thing that might be discovered from such a search, and
- (b) any research or other work being undertaken by any person, which may be concerned with the same subject matter as the Intellectual Property, of which it is not aware.

7.3 Acknowledgement by Assignee

The Assignee acknowledges that the Assignor provides no warranty as to the suitability of the Intellectual Property for any purpose.

7.4 Indemnity

The Assignor indemnifies the Assignee from and against any loss or damage or any action, claim, proceeding, judgment or demand made by any person against the Assignee in the event that, and to the extent that any such loss or damage or any such action, claim, proceeding, judgment or demand relates to or arises from the breach of any of the warranties made by the Assignor in clause 7.1, as qualified by clause 7.2.

8. GENERAL

8.1 Counterparts

This Deed may be executed in separate counterparts, and all those counterparts together constitute one Deed.

8.2 Legal Costs

Each party shall be responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this Deed.

8.3 Applicable Law

- (a) The parties agree that this Deed is made and entered into in the State of Queensland in Australia.
- (b) The parties agree to submit themselves to the non-exclusive jurisdiction of the laws in force for the time being in Queensland.
- (c) The parties agree to submit themselves to the non-exclusive jurisdiction of the Courts in Queensland.

8.4 Severance

If it is held by a court that:

- (a) any part of this Deed is or would be void, voidable, illegal or unenforceable; or
- (b) the application of any part of this Deed to any person or circumstances shall be or become invalid or unenforceable

unless any part of this Deed were severed from this Deed, that part shall be severable and shall not affect the continued operation of the remaining terms of this Deed.

SIGNATURES OF PARTIES

SIGNED SEALED AND DELIVERED
 for THE WALTER AND ELIZA HALL
INSTITUTE OF MEDICAL RESEARCH
 in the presence of

Suzanne Cory
 Signature

Suzanne Cory
 Signatory print full name

Linda I. Scott
 Signature of witness

LINDA JOHNN SCOTT
 Witness print full name

SEALED
 for THE UNIVERSITY OF QUEENSLAND
 under the authority of its Senate by me
 as the custodian of the seal

Linda S. Bird
 Signature

LINDA SUSAN BIRD
 Signatory print full name

Ann Tilbury
 Signature of witness

ANN TILBURY
 Witness print full name

A/University Secretary and Registrar

SCHEDULE 1

"Intellectual Property" means:

1. all IP created by the following people arising out of or in connection with any of the Research Programs:
 - (a) Perry Bartlett (other than IP subsisting or encompassed in Australian patent application number PCT/AU01/00223 filed on 2 March 2001 entitled "A method of treatment");
 - (b) Elizabeth Coulson;
 - (c) Kate Reid;
 - (d) Sarah Hulett;
 - (e) Samuel Morley;
 - (f) Kaylene Young;
 - (g) Rod Rietze;
 - (h) Courtney Talbot;
 - (i) Simon Sung;
 - (j) Clare Seaman;
 - (k) Helen Cooper;
 - (l) Ben Emery (other than IP created as a summer student under the supervision of Dr Kilpatrick, but including that IP created as a PhD student under the supervision of Dr Helen Cooper);
 - (m) Tom Keeble;
 - (n) Richard Anderson; and
 - (o) Jason Coonan
 - (p) Gordon Brooker
 - (q) Rene Dutton
 - (r) Clare Faux.
 2. all IP subsisting or encompassed in:
 - (a) Australian Provisional Patent Application PP6353/98 filed on 6 October 1998 and entitled "A method for modulating cell survival and agents useful for same";
 - (b) Australian Provisional Patent Application PP6351/98 filed 7 October 1998 entitled "A method for modulating cell survival and agents useful for same-II";
 - (c) Australian Provisional Patent Application PQ0701/99 filed 1 June 1999 entitled "A method for modulating cell survival and agents useful for same-III";
 3. all IP subsisting or encompassed in all of the Materials described in Schedule 2,
- and in this Schedule:
- IP means

- (a) 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 semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (b) improvement, modification or development of any of the foregoing as at the date of this Deed;
- (c) 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-paragraphs (a) or (b);
- (d) 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-paragraphs (a) or (b);
- (e) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (a) or (b);
- (f) circuit layout rights;
- (g) plant breeders rights; and

Research Programs means the research programs conducted by WEHI under the direction or supervision of Dr Perry Bartlett known as:

- (a) Role of p75 neurotrophin receptor in neural development and disease
- (b) Characterisation of p75 signalling pathway
- (c) Inhibition/activation of p75 and p75 signalling pathway

SCHEDULE 2

- P75 cDNA expression plasmids including deletions and mutations and tagged versions
- TrkA TrkC plasmids
- Yeast 2 hybrid library and clones including NADE
- Y2 Hybrid DRG library
- pTat-cre plasmids
- DNA Primers for Girs, p75, trk etc
- Antibodies against p75
- Chopper peptides
- gp130 peptides
- fluorescent and palmitylated penetratin peptides
- Tertiapin and TAT peptides,
- Iberotoxin, Charybdotoxin, Dendrotoxin and other K channel inhibitors
- sAPP; amyloid
- small molecule chopper antagonists
- P75 129 mice and P75 Bl6 mice
- Cell lines expressing PC12's, 293Ts, p75-transfected PC12s, (LigN2)