

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MONASH UNIVERSITY	10/23/2007
Kathryn Moira Wilson	10/29/2007
David Morritz De Kretser	10/23/2007
David James Phillips	10/23/2007
Kristian Lee Jones	10/23/2007
Robyn O'Hehir	10/23/2007
Shane Patella	10/23/2007
Kimberley Louise Sebire	10/24/2007
William Sievert	10/23/2007
Joseph Smolich	10/23/2007
David McGaw	10/23/2007
Paul Fennessy	10/23/2007

RECEIVING PARTY DATA

Name:	ITFP PTY LTD
Street Address:	Level 14, 607 Bourke Street
City:	Melbourne, Victoria
State/Country:	AUSTRALIA
Postal Code:	3000

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	12399610
Application Number:	10575049

CORRESPONDENCE DATA

Fax Number: (650)318-3374

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

501502968

PATENT  
REEL: 026136 FRAME: 0957

OP \$80.00 12399610

Phone: 6503183374  
Email: patents@convergentlaw.com  
Correspondent Name: Convergent Law Group LLP  
Address Line 1: 475 N. Whisman Road, Suite 400  
Address Line 4: Mountain View, CALIFORNIA 94043

ATTORNEY DOCKET NUMBER:	PARANTA GENERAL
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NAME OF SUBMITTER:	Debbie Nishihara
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**Total Attachments: 15**

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## DEED OF ASSIGNMENT

### BETWEEN

**MONASH UNIVERSITY, ABN 12 377 614 012**, a body corporate established under the Monash University Act 1958 of Wellington Road, Clayton, Victoria

("Monash")

### AND

**ITFP PTY LTD ACN 127 115 299**

of \_\_\_\_\_

("Assignee")

### AND

**KATHRYN MOIRA WILSON**

of \_\_\_\_\_

("KMW")

### AND

The person or company, whose name and address is set out in the Schedule

("Contributors A")

### AND

The person or company, whose name and address is set out in the Schedule

("Contributors B")

### BACKGROUND:

- A. KMW and Contributors A and Contributors B are employed by Monash and have contributed to the creation of the Invention.
- B. Monash is the applicant named in the Application(s).
- C. Monash, KMW, Contributors A and Contributors B have agreed to assign to the Assignee all their right, title and interest in the Application on the terms and conditions of this Deed.

### OPERATIVE PROVISIONS:

#### 1. DEFINITIONS

"**Applications**" means the application(s) identified as Application A and Application B for patent identified in Schedule 1.

"**Corresponding Application**" means an application for a patent made in respect of the Invention which claims the same priority date as the Application or is a refiling of the Application, a divisional application, a continuation or a continuation in part and, where the Application is an application made under the Patent Cooperation Treaty, includes any national or regional phase entry resulting from that application.

"**Invention**" means the alleged invention which is described in the Application.

**"Patents"** means all patents issuing on the Application or a Corresponding Application.

## **2. ASSIGNMENT**

2.1 In consideration of the consideration specified in Schedule I, Monash, KMW, Contributors A and Contributors B hereby assign to the Assignee their whole right, title and interest in:

- (a) the Application including, without limitation, the right to be named as applicant in the Application and all Corresponding Applications;
- (b) the Invention; and
- (c) the right to sue for infringement of any Patents occurring prior to the date of Deed;

with the intention that all Patents, extensions, reissues and re-examinations of, and patents of addition to, Patents shall issue in the name of the Assignee absolutely.

2.2 Without limiting the assignment provided for in clause 2.1 above, the Assignee agrees not to assert against Monash, KMW, Contributors A or Contributors B any rights it has under the Applications or the Patents in respect of any internal research or educational activities engaged in by Monash after the date of this Deed PROVIDED THAT where information contained in the Application is confidential, Monash, KMW, Contributors A and Contributors B will observe any reasonable confidentiality requirements in respect of that information until that information becomes:

- (a) publicly available (including, without limitation, by publication of an Application or Corresponding Application);
- (b) is disclosed to Monash, KMW, Contributors A or Contributors B by a third party; or
- (c) is independently developed within Monash by a person or persons without having had access to the information contained in the Application.

## **3. MONASH'S AND CONTRIBUTORS A AND CONTRIBUTORS B LIABILITY**

3.1 The Assignee acknowledges that no warranty or representation is made by Monash, KMW, Contributors A or Contributors B in respect of the Application or any Corresponding Application including, without limitation, that any Application or Corresponding Application will proceed to grant, result in the grant of a valid patent or result in the grant of a patent of commercial utility.

3.2 Subject to clause 3.3, all implied terms, conditions and warranties (whether statutory or otherwise) are hereby excluded.

3.3 If any statute implies, as a matter of law, into this Deed any term, condition, warranty or right which cannot be excluded, restricted or modified and if Monash breaches such term, condition, warranty or right, then Monash's liability for breach of same is, to the extent permitted by the relevant statute, limited to an obligation to supply the services again or pay the cost of having those services supplied again.

3.4 To the extent permitted by law and subject to clause 3.3, in the event that Monash is liable to the Assignee then Monash's total and aggregate liability whatsoever (including in contract, tort including negligence, pursuant to statute and otherwise) arising out of, or otherwise in relation to, this Deed shall be limited to payment of damages recoverable at law up to a maximum amount of the liability cap set out in Schedule I.

## **4. ASSIGNEES INDEMNITY**

4.1 The Assignee indemnifies and agrees to keep Monash, KMW, Contributors A and Contributors B indemnified at all times in respect of any loss, claim, demand or proceeding

made against Monash, KMW, Contributors A or Contributors B by a third party in respect of any dealing with or the exploitation of the Application, Corresponding Application, Patent or Invention or any two or more of them or any circumstance relating thereto.

**5. RELEASES**

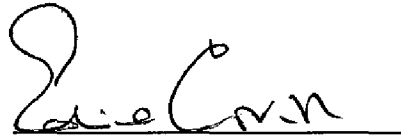
- 5.1 KMW hereby releases and holds harmless Monash and the Assignee from any and all claims that she may have in respect to the Invention.
- 5.2 The Assignee and Monash severally hereby release and hold harmless KMW from any and all claims that they may have in respect to the any and all costs associated with the Invention.

**6. GENERAL**

- 6.1 This Deed is governed by the laws in force in the State of Victoria. Each party submits to the jurisdiction of the courts of that State and courts of appeal therefrom.
- 6.2 Monash, KMW, Contributors A and Contributors B agree to execute all documents and do all other things which may be reasonably required to give effect to this Deed provided that the Assignee bears all of the reasonable costs of Monash associated therewith.
- 6.3 This Deed contains the entire agreement between the parties about the subject matter hereof. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed and has no further effect.
- 6.4 This Deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same deed.

EXECUTED AS A DEED on the 23<sup>rd</sup> day of October 2007.

SIGNED for and on behalf of MONASH UNIVERSITY by :

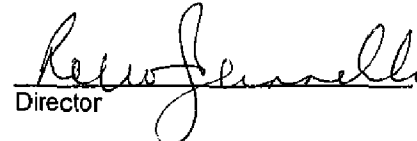
  
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Name

Professor Edwina Cornish  
Deputy Vice-Chancellor (Research)  
Monash University

Position

EXECUTED by ITPP PTY LTD in accordance with the Corporations Act 2001

  
Director

Director/Secretary

SIGNED by KATHRYN MOIRA WILSON:

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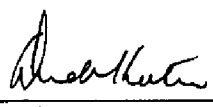
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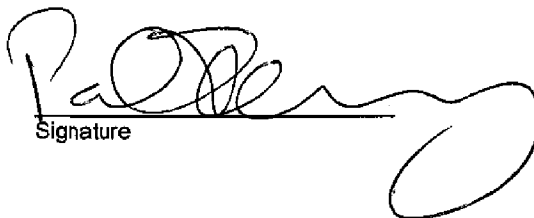
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# SCHEDULE 1

## Contributors A:

David Morritz de Kretser  
David James Phillips  
Kristian Lee Jones  
Robyn O'Hehir  
Shane Patella  
Kimberley Louise Sebire

## Application A:

Date Filed	Country	Number	Title
6 October 2003	Australia	2003905461	Therapeutic Method
16 April 2004	Australia	2004902056	Therapeutic Method
24 August 2004	Australia	2004904834	Therapeutic Method

Date Filed	Country	Number	Title
6 October 2004	Australia	2004277281	Therapeutic Method
- do -	Canada	2541237	- do -
- do -	Europe	04761394.8	- do -
- do -	Japan	2006-529460	- do -
- do -	USA	10/575049	- do -

## Contributors B:

David James Phillips  
David Morritz de Kretser  
William Sievert  
Shane Patella  
Joseph Smolich  
David McGaw  
Paul Fennessy

## Application B:

Date Filed	Country	Number	Title
13 July 2001	Australia	Provisional application PR 6381	Composition and method for the treatment of disease

Date Filed	Country	Number	Title
12 July 2002	Australia	PCT/AU902/00945	Composition and method for the treatment of disease
- do -	Australia	2002318981	- do -
- do -	Canada	2453470	- do -
- do -	Europe	02748438.5	- do -
- do -	Japan	2003-511863	- do -
- do -	USA	10/755545	- do -

**Consideration:** \$100 plus reimbursement to Monash of the legal costs associated with the patent applications from the filing of the provisional applications to 31st December 2007.

PATENT