

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Allan McKinley</td> <td>10/13/2009</td> </tr> <tr> <td>Nigel Lengkeek</td> <td>10/13/2009</td> </tr> <tr> <td>Scott Stewart</td> <td>10/13/2009</td> </tr> <tr> <td>Tom Riley</td> <td>10/13/2009</td> </tr> <tr> <td>Ramiz Boulos</td> <td>10/13/2009</td> </tr> </tbody> </table>		Name	Execution Date	Allan McKinley	10/13/2009	Nigel Lengkeek	10/13/2009	Scott Stewart	10/13/2009	Tom Riley	10/13/2009	Ramiz Boulos	10/13/2009
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RECEIVING PARTY DATA													
Name:	The University of Western Australia												
Street Address:	Stirling Highway												
City:	Perth												
State/Country:	AUSTRALIA												
Postal Code:	6907												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13517455</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13517455								
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CORRESPONDENCE DATA													
Fax Number:	3124740448												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	3124746300												
Email:	docket@marshallip.com												
Correspondent Name:	William K. Merkel												
Address Line 1:	233 S. Wacker Drive												
Address Line 2:	Suite 6300												
Address Line 4:	Chicago, ILLINOIS 60606												
ATTORNEY DOCKET NUMBER:	28594/46911												
NAME OF SUBMITTER:	William K. Merkel												

OP \$40.00 13517455

Total Attachments: 6

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John to T&I

**OFFICE OF INDUSTRY & INNOVATION
SIGNING-OFF/APPROVAL DOCUMENT**

F27300

2 October 2009

Dear Doug,

PROJECT: IP Assignment & Revenue Sharing Agreement; NAL135B antibiotic project

Please sign the attached agreement – it relates to the inventors and contributors of the NAL135B antibiotic that is currently being patented. The agreement details their assignment and revenue sharing provisions. We anticipate receiving a PATHFINDER application to assist with developing the technology.

Checked

- | | | | | |
|----|---|-------------------------------|---|-----|
| 1) | Director, Office of Industry & Innovation | <i>AFS 02/10/09</i>
Y
✓ | N | N/A |
| 2) | Legal Services Office | Y
✓ | N | N/A |

Regards,

**Simon Handford
Project Manager Commercialisation
Office of Industry and Innovation**

**INTELLECTUAL PROPERTY ASSIGNMENT &
REVENUE SHARING AGREEMENT**

This Agreement is made the 13th day of October, 2009

BETWEEN

THE UNIVERSITY OF WESTERN AUSTRALIA a body corporate established pursuant to the provisions of the University of Western Australia Act 1911 (Western Australia), of Stirling Highway, Perth, Western Australia 6907 ("**UWA**"), and

Allan McKinley of 15 Woodlands Street, Woodlands, WA 6018, and

Nigel Lengkeek of 56 Smith Street Dianella WA 6059, and

Scott Stewart of 127 Tower St West Leederville 6007, and

Tom Riley of 18/50 Trafalgar Road, East Perth WA 6004

together referred to as ("**the Researchers**"); and

Ramiz Boulos of 296 Sultana Rd East, Forrestfield WA 6058

("the Student").

RECITALS

- A. The Researchers and Student have created or contributed to the invention described in Item 1 of the Schedule ("**the Invention**").
- B. To enable development and commercialisation of the Invention to take place, the parties now desire to enter into this Agreement.

IT IS AGREED THAT:

1. ASSIGNMENT BY STUDENT

In consideration of a share of revenue from any commercialisation of the Invention as outlined in this Agreement, the Student hereby assigns all of his rights, title and interests that he may have in the Invention (including any patents, patent applications, written and other materials relating to the Invention and confidential information associated with or related to the Invention), now or in the future, to UWA.

2. ASSIGNMENT BY RESEARCHERS

For the better management and commercialisation of the Invention, in consideration of UWA providing the necessary efforts and costs incurred in protecting, managing and commercialising the Invention, and for the University returning to the Researchers a share of any consequent revenue generated as outlined in Clauses 4 and 5 below, the Researchers hereby assign their entire right, title, and interest in the Invention to UWA. The Researchers declare that they have no remaining or residual intellectual property rights in the Invention.

3. WARRANTIES

The Researchers and Student severally warrant that:

- (a) they are the only inventors or creators of the Invention; and
 - (b) the Invention is original to them and does not, to the their knowledge, infringe intellectual property rights in any other person's works.
-

4. PAYMENTS BY UWA

In consideration of the above assignment UWA will pay to the Researchers and Student a share of net revenue from the commercialisation of the Invention as follows:

<u>Cumulative Net Revenue</u>	<u>Originator</u>	<u>Retained by UWA</u>
Less than \$50,000	85%	15%
Next \$100,000	65%	35%
Further amounts	50%	50%

5. SHARING OF REVENUE

The revenue received by the Researchers and Student from UWA in respect of the commercialisation of the Invention shall be shared between the Researchers and Student, according to the percentage shares specified opposite their names in Item 2 of the Schedule.

6. NO FURTHER CLAIMS

The Researchers and Student, in consideration of this Agreement, shall make no further claims on UWA or any assignee or licensee of the Invention or each other in respect of revenues derived through any use or commercialisation of the Invention.

7. PAYMENTS TO ONE ORIGINATOR ON BEHALF OF OTHERS

If UWA returns revenue as above to one member of the Researchers or the Student on behalf of another member of the Researchers or the Student then the recipient of the payment shall share that revenue so as to comply with the revenue sharing proportions in this Agreement.

8. PAYMENT TO SUSPEND ON EVENTS

If UWA is informed by an entity commercialising the Invention that any term of the relevant agreement has been breached by UWA (or its present and former staff or Student), payments under this agreement shall be suspended while any resulting losses and UWA's legal position is evaluated. Any legal costs resulting from such a breach or alleged breach shall be deducted from the revenue prior to any distribution.

9. PAYMENTS TO CEASE ON PROVEN BREACH

In the event that any such breach is proven to have occurred, then payments under this agreement shall cease until:

- (a) UWA is satisfied that the commercialising entity does not intend to take any action based upon such breach; and
- (b) UWA has determined the amount of its liability, including legal fees and any sums awarded against it. If the commercialisation agreement remains binding between the commercialisation entity and UWA after those costs are determined, then the royalties or other profits received after the time of their suspension shall be set off against any those costs until they are paid in full.

10. DUTIES OF RESEARCHERS AND STUDENT

In consideration of payments made under this Agreement, the Researchers and the Student agree to exercise all reasonable care with regard to observing the obligations adopted by UWA under any commercialisation agreement, and agree to use best efforts to ensure the same observance by other members of their research team.

11. COUNTERPARTS

This Agreement may be signed in counterparts.

SIGNED as an agreement.

SIGNED for and on behalf of
**THE UNIVERSITY OF
WESTERN AUSTRALIA**

by:



Witness:


B Ferns

Address:

BERNADETTE FERNS
Executive Asstt to Dy Vice-Chancellor (R&I)

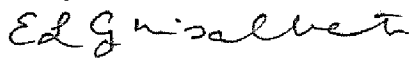
Occupation:

The University of Western Australia



.....
Title Prof. ALISTAIR ROBERTSON
Acting Deputy Vice-Chancellor (Research and Innovation)
The University of Western Australia

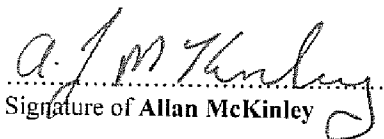
SIGNED by Allan McKinley
in the presence of:



Witness: E.L. GHISALBERTI

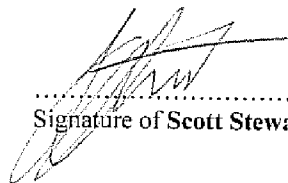
Address: 2 WAUGH ST., NORTH PERTH


Occupation: UNIVERSITY LECTURER



.....
Signature of Allan McKinley


SIGNED by **Scott Stewart**
in the presence of:


.....
Signature of **Scott Stewart**

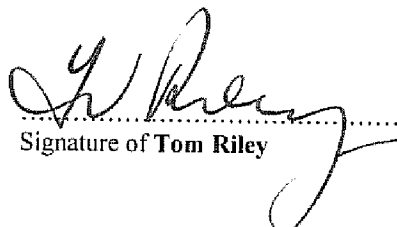
Witness: **DUNCAN WILD** 
Address: **SCHOOL OF BBS, UWA**
Occupation: **LECTORER**

SIGNED by **Nigel Lengkeek**
in the presence of:

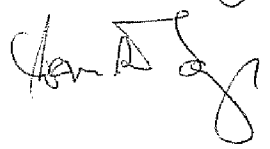

.....
Signature of **Nigel Lengkeek**

Witness: **DUNCAN WILD** 
Address: **SCHOOL OF BBS, UWA**
Occupation: **LECTORER**

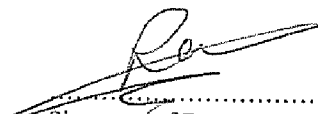
SIGNED by **Tom Riley**
in the presence of:


.....
Signature of **Tom Riley**

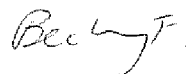
Witness: **DAVID R TAYLOR**
Address: **41 ROCKTON RD NESUMBS**
Occupation: **MEDICAL SCIENTIST**



SIGNED by **Ramiz Boulos**
in the presence of:


.....
Signature of **Ramiz Boulos**

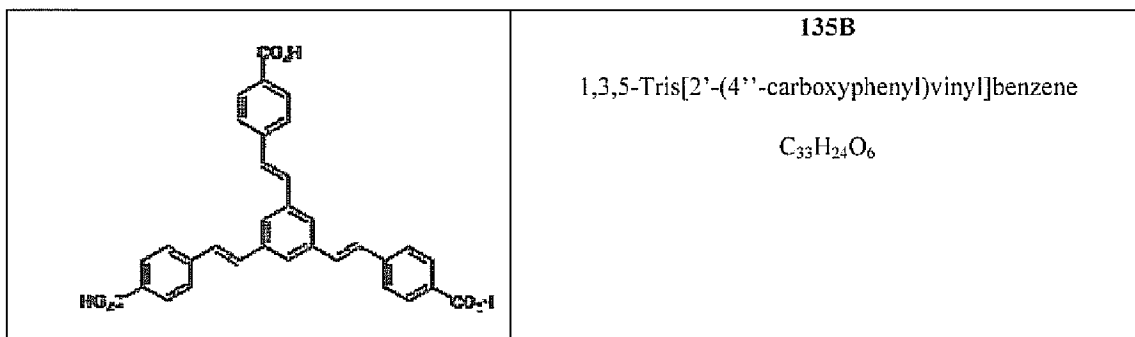
Witness: **Rebecca Fuller**
Address: **14 Langholm Pl. Duneraig**
Occupation: **Student**



SCHEDULE

Item 1

Invention Disclosure ID0916, NAL135B - antibacterial properties



Including related structures currently being drafted as an Australian Provisional Patent Application.

Item 2

Names of Researchers /Student

Percentage Shares

Allan McKinley	15%
Scott Stewart	15%
Nigel Lengkeek	15%
Tom Riley	15%
Ramiz Boulos	25%

85%

15% is to be offered to Prof Boris Martinac at the Victor Chang Institute under a separate agreement.