

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The University of New South Wales	01/08/2008
RECEIVING PARTY DATA	
Name:	Children's Cancer Institute Australia for Medical Research
Street Address:	PO Box 81
Internal Address:	High Street
City:	Randwick, New South Wales
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11579779
CORRESPONDENCE DATA	
Fax Number:	3124740448
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312)474-6300
Email:	rebecca@marshallip.com
Correspondent Name:	Marshall, Gerstein & Borun LLP
Address Line 1:	233 South Wacker Drive
Address Line 2:	6300 Willis Tower
Address Line 4:	Chicago, ILLINOIS 60606-6357
ATTORNEY DOCKET NUMBER:	31970/40140A
NAME OF SUBMITTER:	James J. Napoli
Total Attachments: 6 source=40140A_ccia#page1.tif source=40140A_ccia#page2.tif source=40140A_ccia#page3.tif source=40140A_ccia#page4.tif source=40140A_ccia#page5.tif source=40140A_ccia#page6.tif	

OP \$40.00 11579779

Deed of Assignment of Intellectual Property Rights

The University of New South Wales
ABN 57 019 508 730

and

Children's Cancer Institute Australia for Medical Research
ACN 072 279 559

and

The Cleveland Clinic Foundation

Middletons
Melbourne office
Ref: PTH.MHII. 01775682

PATENT
REEL: 029179 FRAME: 0202

Deed of Assignment of Intellectual Property Rights

By

The University of New South Wales ABN 57 019 508 730, a body corporate established pursuant to the *University of New South Wales Act 1989 (NSW)* of Sydney, New South Wales (**Assignor**); and

The Cleveland Clinic Foundation of 9500 Euclid Avenue, Cleveland, OH 44195, USA (**CCF**)

In favour of

Children's Cancer Institute Australia for Medical Research ACN 072 279 559 of PO Box 81, High Street, Randwick New South Wales (**Assignee**)

Background

- A. The Assignor, together with CCF, owns intellectual property rights in the Application.
- B. The Assignor and the Assignee have agreed that the intellectual property rights in the Application will be assigned by the Assignor to the Assignee pursuant to this Deed.
- C. Pursuant to the Australian Patents Act 1990, each joint patentee may assign its interest in a patent provided it receives the consent of the other joint patentees.

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this Deed,

Application means patent application No. PCT/US2005/016832 titled "Small molecule inhibitors for MRP1 and other multidrug transporters" together with any and all corresponding national phase applications, and all divisions, continuations, continuations-in-part deriving therefrom and all patents and re-issues that are issued from all such applications and all rights arising from the foregoing; and

Deed means this deed and the Schedule together with any annexures.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this Agreement;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;

- (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (f) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (g) a reference to a thing includes a part of that thing;
- (h) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (i) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)"; and
- (j) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body.

2. Assignment

The Assignor hereby assigns, transfers and sets over to the Assignee any and all of the Assignor's legal and beneficial rights, title and interest worldwide (whether presently existing or in the future), including intellectual property rights subsisting in the Application, with effect from the date of this Deed.

3. Consent of CCF

CCF hereby unconditionally and irrevocably consents to the Assignment in clause 2 to the fullest extent necessary for the Assignment to be lawfully effected.

4. Further acts

The Assignor agrees to execute all such further documents and do all such further acts at the Assignee's expense that are necessary to effect and/or formalize the assignment of the Intellectual Property Rights to the Assignee under clause 2.

5. Indemnity

5.1 Assignee Indemnifies

The Assignee hereby indemnifies the Assignor on demand against any claim, loss, liability or expense that the Assignor incurs and that arises directly or indirectly from an act or omission of the Assignee in respect of the Application, which occur after the date of this Deed, including any and all third party claims against Assignor that relate to Assignee's use and exploitation of the Application, provided that the Assignee shall not be liable to the Assignor for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data or loss or damage resulting from Assignee's use or exploitation of the Application.

5.2 Non-excludable rights implied by statute

Nothing in this Deed excludes, restricts or modifies any condition, warranty, right or remedy conferred on the Assignee by the *Trade Practices Act 1974 (Cth)* or **PATENT** applicable law that cannot be excluded, restricted or modified by agreement.

6. General

6.1 Governing law and jurisdiction

- (a) This Deed is governed by and must be construed in accordance with the laws in force in the State of New South Wales.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.

6.2 Counterparts

If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

6.3 No adverse construction

This Deed is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

6.4 Severability

Any provision of this Deed which is invalid in any jurisdiction must in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Deed in other case,

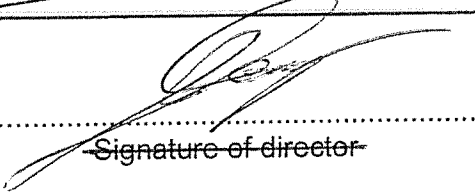
without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction

EXECUTED as a deed

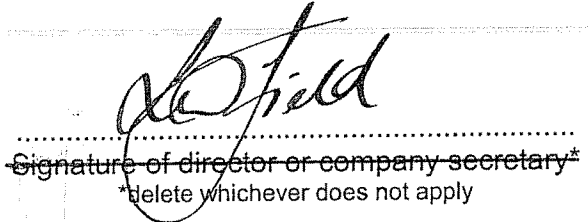
THE SEAL of THE UNIVERSITY OF NEW SOUTH WALES was this 8 day of January 2008 affixed to this document pursuant to a resolution of the Council in the presence of:

DATE November 2007

~~Executed by The University of New South Wales ABN 57 019 508 730 in accordance with section 127(1) of the Corporations Act 2001 (Cth).~~

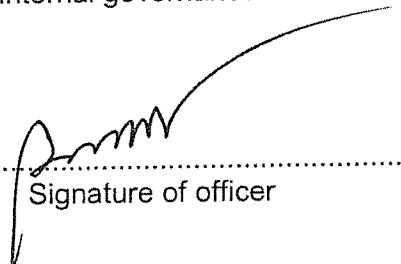
~~~~
Signature of director

~~Prof. Joan Cooper~~
Name (please print)


Signature of director or company secretary*
*delete whichever does not apply

Prof. Les Field
Name (please print)
Professor L. Field
Deputy Vice-Chancellor
(Research)

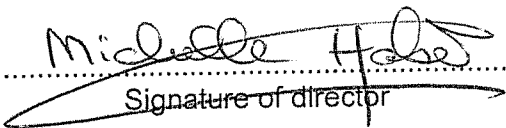
Executed by The Cleveland Clinic Foundation in accordance with its constitution and rules of internal governance:


Signature of officer

DAVID R. STRAND
Name (please print)

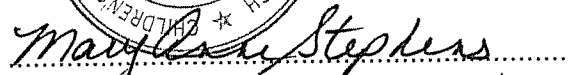
Signature of officer*
Name (please print)

Executed by Children's Cancer Institute Australia for Medical Research ACN 072 279 559 in accordance with section 127(1) of the Corporations Act 2001 (Cth)


Signature of director

PROF. MICHELE HABER
Name (please print)




Signature of director or secretary*
*delete whichever does not apply

MARY ANNE STEPHENS
Name (please print)

Melbourne | Sydney
www.middletons.com

Level 25, Rialto South Tower
525 Collins Street
Melbourne VIC 3000
Australia
telephone: +61 3 9205 2000
facsimile: +61 3 9205 2055

Level 26
52 Martin Place
Sydney NSW 2000
Australia
telephone: +61 2 9513 2300
facsimile: +61 2 9513 2399