

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jan Anne Lyftogt	04/21/2011
RECEIVING PARTY DATA	
Name:	Pharmaceutical Compounding NZ Limited
Street Address:	62C Diana Drive
City:	Glenfield, Auckland
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13783550
CORRESPONDENCE DATA	
Fax Number:	2129971060
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2129971000
Email:	docket@feiplaw.com
Correspondent Name:	Florek & Endres PLLC
Address Line 1:	1156 Avenue of the Americas
Address Line 2:	Suite 600
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	2013-004 A
NAME OF SUBMITTER:	Matthew J. Solow
Total Attachments: 7 source=2013004AAssignment11030413#page1.tif source=2013004AAssignment11030413#page2.tif source=2013004AAssignment11030413#page3.tif source=2013004AAssignment11030413#page4.tif source=2013004AAssignment11030413#page5.tif source=2013004AAssignment11030413#page6.tif source=2013004AAssignment11030413#page7.tif	

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN: Jan Anne Lyftogt

AND: Pharmaceutical Compounding NZ Limited

DESCRIPTION:

By this Deed Jan Anne Lyftogt assigns to
Pharmaceutical Compounding NZ Limited all his
right title and interest in and to the *Intellectual
Property Rights* relating to the *Invention*.

JAMES & WELLS
INTELLECTUAL PROPERTY

Private Bag 11907
Level 9, Ellerslie Tower,
56 Cawley Street, Ellerslie
Auckland

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

BETWEEN: Jan Anne Lyftogt, a New Zealand citizen ("Jan"), of 32 Bayview Place,
Cass Bay, Lyttelton, New Zealand;

(referred to as the "Assignor")

AND: Pharmaceutical Compounding NZ Limited, a New Zealand company
having a principal place of business at 62C Diana Drive, Glenfield,
Auckland, New Zealand

("PCNZ")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1. *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.2. *Copyright Works* shall mean:

1.2-1. a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.2-2. a work in which copyright exists; and which relates to the *Invention*.

1.3. *Design Rights* shall mean the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.4. *Intellectual Property Rights* shall mean all intellectual property rights whatsoever relating to the *Invention* including without limitation the *Patents*, the *Patent Rights*, the *Design Rights*, the *Copyright* and the *Technical Information*.

1.5. *Invention* shall mean the medicament for the treatment of pain and inflammation that is the subject of the *Patent*, and all improvements to the medicament made by or on behalf of the *Assignor* up to the date of this deed.

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Patent
11/10

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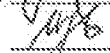
REEL: 029912 FRAME: 0834

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 1.6. *Patents* shall mean New Zealand patent application number 574231 cognated to 575379, and PCT/NZ2009/00167, together with any convention application or PCT national phase application claiming priority from any of those patent applications anywhere in the world, and any letters patent granted upon any of the foregoing patent applications.
- 1.7. *Patent Rights* shall mean:
- 1.7-1. the right to apply for any patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under any international convention or treaty from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and
- 1.7-2. the rights conferred by the *Patents* including the right to claim priority under any international convention or treaty and the right conferred by such *Patents* now and/or when granted.
- 1.8. *Technical Information* shall mean all inventions, designs, drawings, formulations, recipes, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like relating to the *Invention* and all other knowledge, know-how and show-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.
- 2.0 BACKGROUND
- 2.1. Jan is a medical practitioner and works in the field of prolotherapy and pain management.
- 2.2. Jan is the sole inventor of the *Invention* the subject of the *Patent*.
- 2.3. Jan has worked collaboratively with PCNZ to develop a topically applied cream containing Vitamin D (Cholecalciferol) for the treatment of neuropathic pain. The parties want to develop this cream into an approved medicine, which will require collaborations

Page 3 of 7

Initialed by



PATENT

REEL: 029912 FRAME: 0835

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- with third parties. On this basis it is desirable for PCNZ to own all *Intellectual Property Rights*.
- 2.4. The Assignor has agreed to assign the *Intellectual Property Rights* to PCNZ for commercialisation, in return for PCNZ agreeing to make royalty payments to the Assignor in respect of the sale of products that fall within the claims of the *Patents*.
- 2.5. By this agreement the Assignor assigns all his respective rights, title and interest in and to the *Intellectual Property Rights* to PCNZ on the terms and conditions set out below.

BY THIS DEED THE PARTIES AGREE --

3.0 THE ASSIGNMENT

- 3.1. The Assignor hereby assigns all his rights, title and interest in and to the *Intellectual Property Rights* to PCNZ.
- 3.2. The assignment will take effect on the date this Deed is fully executed by the Assignor.

4.0 CONSIDERATION

- 4.1. In consideration for the assignment detailed in clause 3.1, PCNZ will pay to the Assignor a royalty on sales of products that fall within the claims of any of the *Patents*, as outlined under a separate royalty agreement entered into between the parties on or about the date of this Deed.
- 4.2. Any and all rights of the Assignor with respect to the *Intellectual Property Rights* will pass to PCNZ upon execution of this Agreement.

5.0 ASSIGNOR'S OBLIGATIONS

- 5.1. The Assignor undertakes (at PCNZ's cost) to execute any documents and authorisations, and depose to or swear any declarations or oaths as may be requested by PCNZ for vesting absolutely all his rights, title and interest to the *Intellectual Property*

Initialed by:

Page 1 of 7


PATENT

REEL: 029912 FRAME: 0836

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Rights in favour of PCNZ, and for conferring on PCNZ the right to take action against any third party who copies the *Invention* or infringes the *Intellectual Property Rights*.

5.2. The Assignor shall forthwith disclose to PCNZ all improvements in, modifications of or additions to the *Invention* devised or created by the Assignor up to the effective date of this deed, and shall continue to disclose all new improvements, modifications or additions made while in the employ of PCNZ and/or under a commission for money or money's worth from PCNZ, or receiving royalties from PCNZ under a royalty agreement relating to the *Invention*. The intellectual property in all such improvements, modifications or additions will be owned by PCNZ.

5.2-1. The Assignor shall assign to PCNZ upon request all intellectual property rights relating to all improvements in, modifications of or additions to the *Invention* devised or otherwise created while in the employ and/or under a commission for money or money's worth from PCNZ.

5.3. Jan hereby waives his moral rights in relation to the *Copyright*.

5.4. At the request of PCNZ, the Assignor shall at PCNZ's expense execute all documents and do all acts necessary or convenient to enable PCNZ to:

5.4-1. make, prosecute or register in PCNZ's name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *Intellectual Property Rights*;

5.4-2. defend opposition proceedings in respect of any of the *Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect PCNZ's ability to exploit the *Intellectual Property Rights*;

5.4-3. defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *Intellectual Property Rights*;

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PATENT

REEL: 029912 FRAME: 0837

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 5.4-4. enforce the *Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *Intellectual Property Rights*.
- 5.5. The Assignor shall, at the request of PCNZ, and to the extent outstanding, furnish PCNZ with full details of and relating to the *Invention*, and the *Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.
- 5.6. The Assignor agrees to treat as confidential all information relating to the *Invention* and/or the *Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of PCNZ. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the Assignor. The Assignor agrees to seek prior clearance from PCNZ in any case of uncertainty.

6.0 ASSIGNOR'S WARRANTIES

6.1. The Assignor warrants:

- 6.1-1. He has absolute title to the *Invention* and *Intellectual Property Rights*;
- 6.1-2. There are no encumbrances or other matters affecting the Assignor's capacity to assign the *Intellectual Property Rights* to PCNZ free of any encumbrances or interests whatsoever; and
- 6.1-3. The *Copyright Works* are Jan's original work and are not copied in whole or in part from any other work; and
- 6.1-4. Jan was the sole inventor of the *Invention* the subject of the *Patents*.

7.0 GOVERNING LAW

- 7.1. This Deed and any disputes relating to it shall be governed by and construed in all respects in accordance with the laws of New Zealand.

Initialed by:

Jan
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REEL: 029912 FRAME: 0838

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

7.2. Each party to this Deed submits to the exclusive jurisdiction of the courts of New Zealand.

Executed as a Deed and delivered this 21 day of April 2011 by Jan Anne Lyflogi

Signature *[Handwritten Signature]*

Witnessed by:

* *[Handwritten Signature]*
Name

Fiona deJongh
Signature

Practice Nurse
Occupation

Sports Doctors Ltd Fergymead chch
Place

Executed as a Deed and delivered this 28th day of June 2011 for and on behalf of Pharmaceutical Compounding NZ Limited by its duly authorised officers*

M. J. Cashman
Name

[Handwritten Signature]
Signature

MANAGER, DIRECTOR.
Position

Name

Signature

Position

Witnessed by:

Graet Anthony Smith
Name

[Handwritten Signature]
Signature

Business Manager
Occupation

Auckland
Place

* This Deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.

Initialed by: *[Handwritten Initials]*

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