

## PATENT ASSIGNMENT

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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>Biota Scientific Management Pty Ltd.</td> <td>02/20/2013</td> </tr> <tr> <td>Christopher James Lunniss</td> <td>02/22/2013</td> </tr> <tr> <td>James T. Palmer</td> <td>02/27/2013</td> </tr> <tr> <td>Gary Robert William Pitt</td> <td>02/26/2013</td> </tr> <tr> <td>Lorraine Claire Axford</td> <td>02/22/2013</td> </tr> </tbody> </table>		Name	Execution Date	Biota Scientific Management Pty Ltd.	02/20/2013	Christopher James Lunniss	02/22/2013	James T. Palmer	02/27/2013	Gary Robert William Pitt	02/26/2013	Lorraine Claire Axford	02/22/2013
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Biota Europe Limited</td> </tr> <tr> <td>Street Address:</td> <td>Sandy Lane</td> </tr> <tr> <td>Internal Address:</td> <td>Begbroke Business &amp; Science Park</td> </tr> <tr> <td>City:</td> <td>Yarnton, Oxfordshire</td> </tr> <tr> <td>State/Country:</td> <td>UNITED KINGDOM</td> </tr> <tr> <td>Postal Code:</td> <td>OX5 1PF</td> </tr> </table>		Name:	Biota Europe Limited	Street Address:	Sandy Lane	Internal Address:	Begbroke Business & Science Park	City:	Yarnton, Oxfordshire	State/Country:	UNITED KINGDOM	Postal Code:	OX5 1PF
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: 2028243001  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2028243000</p> <p>Email: BWPTOPAT@bannerwitcoff.com, lhudgins@bannerwitcoff.com</p> <p>Correspondent Name: Banner &amp; Witcoff, Ltd.</p> <p>Address Line 1: 1100 13th Street, N.W.</p> <p>Address Line 2: Suite 1200</p> <p>Address Line 4: Washington, DISTRICT OF COLUMBIA 20005</p>													
ATTORNEY DOCKET NUMBER:	007723.00016 SAW/VLH												

NAME OF SUBMITTER:	Susan A. Wolffe
Signature:	/Susan A. Wolffe/
Date:	04/17/2013
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**CONFIRMATORY DEED OF ASSIGNMENT**

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**BETWEEN**      **BIOTA SCIENTIFIC MANAGEMENT PTY LTD** of  
10/585 Blackburn Road, Notting Hill, Victoria 3168  
Australia with ACN:006477710

(*BSM*)

**Christopher James LUNNISS**  
of **Biota Scientific Management Pty Ltd**, 10/585  
Blackburn Road, Notting Hill, Victoria, 3168 Australia

**James T. PALMER**  
of **Biota Scientific Management Pty Ltd**, 10/585  
Blackburn Road, Notting Hill, Victoria, 3168 Australia

**Gary Robert William PITT**  
of **Biota Scientific Management Pty Ltd**, 10/585  
Blackburn Road, Notting Hill, Victoria, 3168 Australia

**Lorraine Claire AXFORD**  
of **Biota Scientific Management Pty Ltd**, 10/585  
Blackburn Road, Notting Hill, Victoria, 3168 Australia

(collectively, *Employees of BSM*)

**AND**            **BIOTA EUROPE LIMITED** of Begbroke Business &  
Science Park, Sandy Lane, Yarnton, Oxfordshire  
OX5 1PF, United Kingdom with registered company  
number 07052211

(*BEL*)

#### **RECITALS**

- A. The Employees are employees of BSM under the Employment Contract.
- B. The Employees have in the ordinary course of the Employees' employment with BSM been (along with others) involved in the development of the Invention.
- C. The Employees were employed by BSM at the time the Invention was made.
- D. Pursuant to the Employment Contract, all existing and future Intellectual Property Rights in any materials generated, discovered, invented, improved or developed by an Employee in the course of his or her employment (whether alone or with others and whether during office hours or otherwise) including the Invention and the Patent was assigned to BSM.
- E. Each Employee has agreed to enter into this deed to confirm, to the extent that any of the Employees owns any Intellectual Property

Rights in and to the Invention and the Patent, the assignment of those rights and BSM's rights in the Invention and the Patent.

- F. BSM is engaged by BEL to provide Services pursuant to a Services Deed with effect on and from the Commencement Date of 11 November 2009.
- G. Pursuant to the Services Deed, any right, title or interest in any Gyrase IP that was made, developed, conceived or reduced to practice by BSM arising out of the provision of or relating to the Services immediately vested, upon its creation, in BEL.
- H. BSM has agreed to enter into this deed to confirm the assignment of any Gyrase IP (as defined in the Services Deed), including the Invention and the Patent (as defined in this Deed), to BEL.

## DEED

### 1. Definitions

In this deed:

**Effective Date** means the date of the filing of the Patent.

**Employment Contract** means the contract of employment between the relevant Employee and BSM.

**Intellectual Property Rights** means the results of creative effort in the industrial, literary or artistic fields protected by law relating to confidential information (including know-how), inventions (including patent rights), all copyright (including future copyright except the rights in relation to Moral Rights and the rights of performers under the *Copyright Act 1968*) and related and neighbouring rights, plant varieties, registered and unregistered trade marks (including service marks) and related goodwill, trade names (whether registered or unregistered), proprietary rights in domain names, designs, database rights, and circuit layouts and rights to apply for registration and applications, extensions and renewals in relation to any of these rights and all other rights of a similar nature or having an equivalent effect anywhere in the world.

**Invention** means the invention that is the subject of and that is described in the Patent.

**Material** includes documents, equipment, software (including source code and object code), goods, information and data relating to the Invention stored by any means, including all copies and extracts of the same but excluding Intellectual Property Rights therein.

**Moral Rights** includes the following rights of an author of copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed.

**Patent** means United States Provisional Patent Application No. 61/614,044 filed 22 March 2012.

**2. Acknowledgement of involvement in Invention**

Each of the Employees acknowledges that the Invention was made by him or her (along with others) in the Employee's capacity as an employee of BSM under the Employment Contract and in the ordinary course of the Employee's duties of employment with BSM.

**3. Confirmation of assignment**

With effect on and from the Effective Date, each of the Employees of BSM confirms the assignment to BSM, and BSM confirms the assignment to BEL, of all right, title and interest in and to any Intellectual Property Rights as may exist in or relate to the Invention and the Patent, including the rights, throughout the world:

- (a) to apply for and be registered as the owner of any Intellectual Property Rights in or relating to the Invention, including patent rights of any kind claiming priority from or otherwise based on the Patent (including any utility patents, innovation patents, standard patent applications, complete patent applications, applications made under the Paris Convention, applications made under the Patent Cooperation Treaty, any national or regional phase entries, validations, divisionals, continuations, continuations-in-part, additions, re-examinations, refilings, reissues, regrants, registrations, extensions including patent term extensions, pharmaceutical extensions of term and supplementary protection certificates, and renewals);
- (b) to sue for any infringement of any of the Intellectual Property Rights in or relating to the Invention which took place prior to the Effective Date, or which takes place prior to recordal of the assignment that is the subject of this deed, and the right to obtain and retain any damages, account of profits or other available remedy arising from any such suit;
- (c) to enjoy all benefits arising from any registered or unregistered Intellectual Property Rights as may exist in or relate to the Invention;
- (d) to existing or future copyright, if any, in relation to all aspects of the Intellectual Property Rights in or relating to the Invention, or any rights analogous to copyright;
- (e) to all benefits arising from any existing or future copyright; and
- (f) to apply to register and be registered as the owner of copyright in countries that allow registration.

**4. Acknowledgement**

BSM and each of the Employees of BSM acknowledges that, to the extent not already vested by the Employment Contract, by virtue of clause 3 above, and the Services Deed between BSM and BEL, that any and all right, title and interest in and to any Intellectual Property

Rights as may exist in or relate to the Invention and the Patent is vested in BEL absolutely.

#### **5. Moral Rights**

Each of the Employees acknowledges that he or she may have Moral Rights relating to the Invention. Insofar as he or she is able to, each Employee waives his or her Moral Rights relating to the Invention and voluntarily and unconditionally consents to all or any acts or omissions by BSM, or by persons authorised by BSM, which would otherwise impact his or her Moral Rights relating to the Invention.

#### **6. Continuing obligations**

BSM and each Employee of BSM agrees that on and from the Effective Date:

- (a) any Intellectual Property Rights in the Invention and the Patent will be deemed to be assigned to BEL;
- (b) BSM and each Employee of BSM will keep BEL immediately and fully informed of developments, enhancements, improvements, additions and modifications to any of the Intellectual Property Rights in the Invention and the Patent that he or she is aware of; and
- (c) BSM and each Employee of BSM will immediately confidentially disclose to BEL all information in his or her possession or control reasonably necessary to enable BEL to fully exploit, commercialise and develop the Intellectual Property Rights in the Invention and the Patent.

#### **7. Further assurances**

BSM and each Employee of BSM must, at the request of BEL and at its expense, do all things reasonably necessary to give effect to the provisions of this deed, including by executing further documents.

#### **8. Confidentiality**

BSM and each Employee of BSM must maintain the confidentiality of all aspects of the Intellectual Property Rights in the Invention, except for any information which:

- (a) is lawfully in the public domain, or which enters the public domain after execution of this deed otherwise than as a result of an act or omission of the Employee;
- (b) is received lawfully from another party on a non-confidential basis; or
- (c) is required by applicable law to be disclosed, but then only to the minimum extent of that requirement, provided that to the extent permitted by law, BSM first gives BEL prompt notice of BSM's or Employee of BSM's intention to comply with such applicable law and disclose any of the confidential information.

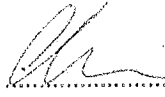
#### **9. Miscellaneous**

- (a) Amendments and supplements to this deed must be in writing and executed by the parties.

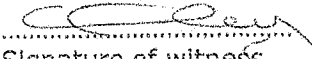
- (b) A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.
- (c) This deed may be executed in counterparts. All executed counterparts constitute one document.
- (d) BSM and each Employee of BSM acknowledges and agrees that BEL may assign, license or transfer any and all of its right, title and interest under this deed.
- (e) This deed and any dispute that may arise in relation to it or its subject matter are governed by the laws of Victoria, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

EXECUTED as a deed by the parties

**SIGNED, SEALED and  
DELIVERED by  
Christopher James  
LUNNISS**

  
.....  
Signature


in the presence of

  
.....  
Signature of witness

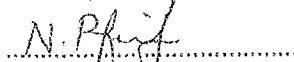
Kristy McCamley  
.....  
Name of witness (print)

Date: 22/2/13.....

**SIGNED, SEALED and  
DELIVERED by  
James T. PALMER**

  
.....  
Signature

in the presence of

  
.....  
Signature of witness

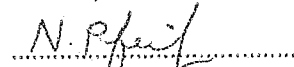
Nicole Pfeifer  
.....  
Name of witness (print)

Date: 27.02.2013.....

**SIGNED, SEALED and  
DELIVERED by  
Gary Robert William PITT**

  
.....  
Signature

in the presence of

  
.....  
Signature of witness

Nicole Pfeifer  
.....  
Name of witness (print)

Date: 26.02.2013.....

**SIGNED, SEALED and  
DELIVERED by  
Lorraine Claire AXFORD**

.....  
Signature

In the presence of

.....  
Signature of witness

.....  
Name of witness (print)

Date:.....

**SIGNED for and on behalf of  
BIOTA SCIENTIFIC  
MANAGEMENT PTY LTD by  
its authorised officer**

.....  
Signature

.....  
Name (print)

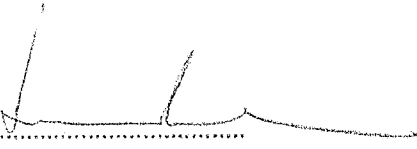
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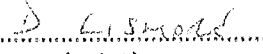
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Signature of witness

.....  
Name of witness (print)

Date:.....

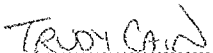
SIGNED for and on behalf of  
BIOTA EUROPE LIMITED by  
its authorised officer

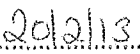
  
.....  
Signature

  
.....  
Name (print)

in the presence of

  
.....  
Signature of witness

  
.....  
Name of witness (print)

Date:  .....