

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>Dr Andrew Cook</td> <td>03/10/2009</td> </tr> <tr> <td>Dr. John Allan Hamilton</td> <td>03/10/2009</td> </tr> </tbody> </table> | | Name | Execution Date | Dr Andrew Cook | 03/10/2009 | Dr. John Allan Hamilton | 03/10/2009 | | | | |
| Name | Execution Date | | | | | | | | | | |
| Dr Andrew Cook | 03/10/2009 | | | | | | | | | | |
| Dr. John Allan Hamilton | 03/10/2009 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>University of Melbourne</td> </tr> <tr> <td>Street Address:</td> <td>Grattan Street Parkville</td> </tr> <tr> <td>City:</td> <td>Victoria</td> </tr> <tr> <td>State/Country:</td> <td>AUSTRALIA</td> </tr> <tr> <td>Postal Code:</td> <td>3052</td> </tr> </table> | | Name: | University of Melbourne | Street Address: | Grattan Street Parkville | City: | Victoria | State/Country: | AUSTRALIA | Postal Code: | 3052 |
| Name: | University of Melbourne | | | | | | | | | | |
| Street Address: | Grattan Street Parkville | | | | | | | | | | |
| City: | Victoria | | | | | | | | | | |
| State/Country: | AUSTRALIA | | | | | | | | | | |
| Postal Code: | 3052 | | | | | | | | | | |
| 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>13903009</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13903009 | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 13903009 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| <p>Fax Number: 0000000000 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: +498989927175 Email: ipmailbox@morphosys.com Correspondent Name: MorphoSys AG Address Line 1: Lena-Christ-Str. 48 Address Line 2: Intellectual Property Department Address Line 4: Martinsried/Planegg, GERMANY 82152</p> | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | MS080USCON | | | | | | | | | | |
| NAME OF SUBMITTER: | Paul F. Wiegel | | | | | | | | | | |
| Signature: | /Paul F. Wiegel/ | | | | | | | | | | |
| Date: | 05/28/2013 | | | | | | | | | | |

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Total Attachments: 16

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DEED OF ASSIGNMENT

The University of Melbourne (University)

Dr. Andrew David COOK (Assignor)

Details

Date

10 April

2009

Parties

Name **The University of Melbourne**
ABN 84 002 705 224
Short form name **University**
Notice details The University of Melbourne Vic 3010
Facsimile (03) 8344 6293
Attention: Deputy Vice-Chancellor (Research)

Name Andrew David COOK
Title Dr.
Short form name **Assignor**
Notice details 78/171 Flemington Rd
North Melbourne Victoria 3051
Australia

BACKGROUND

- A. The Assignor contributed to the development of the Technology.
- B. The Assignor wishes to assign to the University all of the Assignor's rights, entitlements and interest in the Technology.
- C. The University and the Assignor wish to record their understanding in accordance with this Deed.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Assignment means the assignment to the University of all the Assignor's Intellectual Property Rights subsisting in the Technology, as detailed in clause 3.1.

Claim means any claim, demand, action or proceeding of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

'Commercialise' means:

- (a) to use, reproduce, modify or adapt the Technology ;
 - (b) to engage in any form of commercial exploitation of the Technology including (without limitation) to develop, sell and license the Technology or any goods or services incorporating the Technology; and
 - (c) the exercise of any rights granted in this Assignment,
- and **Commercialisation** has a corresponding meaning.

Cost includes any costs, charges, expenses, damages, outgoings, payments, liabilities or any other expenditure on a full indemnity basis.

Deed means this Deed of Assignment.

Dispute means a dispute between the parties in relation to this Deed.

Encumbrance means a mortgage, charge, pledge, lien or title retention arrangement, a right of set off or right to withhold payment of a deposit or other money, or any easement, restrictive covenant, caveat or similar restriction over property, or an agreement to create or to allow any of them to exist.

Intellectual Property Rights means all rights in the nature of intellectual property and industrial property including:

- (a) copyright, rights in respect of inventions (including patents) registered and unregistered trademarks (including service marks), rights in designs plant varieties, circuit layouts and Know How and any right to have information kept confidential;
- (b) any application or right to apply for registration of the rights referred to in paragraph (a); and
- (c) all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraph (a) or (b) which may subsist anywhere in the world.

Know How means all information not in the public domain including inventions, drawings, design, circuit diagrams computer programs, data , formulae, specifications, methodologies and techniques, design procedures and procedures for experiments and test, results of experiments and tests, and information relating to the design, assembly, manufacture, supply or use of any products.

Materials includes any drawings, designs, circuit diagrams, computer programs, data, formulae, specifications, procedures for designs and experiments and tests, results of experiments and tests, notes, laboratory books, or other documentation, relating to the Technology.

Moral Rights has the meaning ascribed in the *Copyright Act 1968*, as amended, and similar rights in jurisdictions outside Australia.

Patents mean the patents and patent applications described in Schedule 1.

Technology means the technology described in Schedule 1.

University Statute means a statute of the University.

Warranties mean the warranties of the Assignor in clause 5.1.

1.1 In this Deed:

- (a) A reference to the Technology includes a reference to any part of the Technology;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause, paragraph or schedule is to a clause, paragraph or schedule to this Deed;
- (d) a reference to a party is to a party to this Deed;
- (e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (f) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) the meaning of general words is not limited by specific examples introduced by *including, for example* or similar expressions; and
- (h) headings are for reference only and do not affect interpretation.

2. COMMENCEMENT

- 2.1 This Deed will take effect on and from the date on which the last party signs this Deed.

3. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Assignor assigns to the University all of the Assignor's Intellectual Property Rights, including future Intellectual Property Rights, subsisting in the Technology (including the Patents and copyright and Know How comprised in the Materials), including:

- (a) the absolute right to apply for registration as the proprietor of any Intellectual Property Rights subsisting in the Technology anywhere in the world; and
- (b) the absolute right to do anything in relation to ownership, protection and use of any Intellectual Property Rights subsisting in the Technology anywhere in the world .

- 3.2 The Assignor must at his cost do all things and execute all documents necessary to give effect to this Deed and render all assistance reasonably required by the University for the purpose of confirming or recording the University's absolute right, title and interest in the Intellectual Property Rights subsisting in the Technology.

4. CONSIDERATION

- 4.1 The University will pay to the Assignor a share of the net royalties received by the University derived from Commercialisation of the Technology.

- 4.2 The royalties paid to the Assignor under clause 4.1 will be a percentage in accordance with University Statute 14.1 and any applicable policies pursuant to the Statute in force at the time this Deed is executed.

5. ASSIGNOR'S WARRANTIES AND CONSENT

- 5.1 The Assignor warrants to the University that, to the best of his/her knowledge and belief, in respect of the Technology which is the subject of this Deed:
- (a) the Assignor is the legal and beneficial owner of the Technology and of all Intellectual Property Rights subsisting in the Technology;
 - (b) the Technology does not infringe the Intellectual Property Rights of any other person;
 - (c) the Assignor has not knowingly granted any licenses or Encumbrances in relation to the Technology or the Intellectual Property Rights subsisting in the Technology;
 - (d) the Assignor has not received any notice of any Claim in respect of the Technology or the Intellectual Property Rights subsisting in the Technology; and
 - (e) the Assignor has disclosed all agreements and arrangements, whether or not formal or informal with third parties, including but not limited to material transfer agreements, collaboration agreements, consultancies and all sources of funding contributions pertaining to the Technology and its development;
 - (f) the Assignor has notified the University of all public disclosures, either written or oral, including but not limited to publications, abstracts, articles, presentations, journal submissions, thesis (including final PhD oration presentation) containing or describing the Technology;
 - (g) the Assignor has not done or failed to do anything whereby the whole or any part of the rights assigned under this Agreement might be invalidated or registration of them refused.
- 5.2 The Assignor acknowledges that he or she may be asked to consent to acts or omissions that would otherwise infringe the Assignor's Moral Rights in any copyright work subsisting in the Technology or the Materials in order for the Commercialisation of the Technology to proceed.

6. ASSIGNOR'S INDEMNITY

- 6.1 The Assignor indemnifies the University in respect of any Costs incurred by or Claims made against the University as a result of any breach by the Assignor of this Deed.

7. GENERAL

- 7.1 This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties.
- 7.2 This Deed can only be amended or replaced or novated by another document signed by the parties.
- 7.3 Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.
- 7.4 A provision of or a right created under this Deed may not be:

(a) waived except in writing signed by the Party granting the waiver; or

(b) varied except in writing signed by the Parties.

7.5 The rights provided in this Deed are cumulative with and not exclusive of the rights provided by law independently of this Agreement.

7.6 This Deed may be signed in counterparts each of which are an original and together constitute the same Deed.

7.7 This Deed is governed by the law of the State of Victoria, Australia, and the parties submit to the jurisdiction of the courts of that State.

Executed as a deed on behalf of
The University of Melbourne by its authorised
representatives under Statute 1.5.6 of the
Melbourne University Statutes:

V. R. White

JANET A. WHITE

Date: 2/3/09

ABN 42

PETER B. McPHEE

Date: 4-3-69

Dr. Andrew David COOK

— — — — —

Witness

.....CAROLINE DeHaven
Print name of Witness

Date: 10.03.2009

SCHEDULE 1

Technology

- (a) The inventions the subject of the Patents; and
- (b) technical and other information existing as at the effective date of this Deed in relation to those inventions that is not in the public domain.

Patents

US Provisional Patent Application (application number: US6113968) entitled: "Pain Treatment"

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The University of Melbourne (University)

Dr. John Allan HAMILTON (Assignor)

Details

Date

10 March.

2009

Parties

Name **The University of Melbourne**
ABN 84 002 705 224
Short form name **University**
Notice details The University of Melbourne Vic 3010
Facsimile (03) 8344 6293
Attention: Deputy Vice-Chancellor (Research)

Name **John Allan HAMILTON**
Title Dr.
Short form name **Assignor**
Notice details 6 Aberdeen St
Aberfeldie Victoria 3040
Australia

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Know How means all information not in the public domain including inventions, drawings, design, circuit diagrams computer programs, data , formulae, specifications, methodologies and techniques, design procedures and procedures for experiments and test, results of experiments and tests, and information relating to the design, assembly, manufacture, supply or use of any products.

Materials includes any drawings, designs, circuit diagrams, computer programs, data, formulae, specifications, procedures for designs and experiments and tests, results of experiments and tests, notes, laboratory books, or other documentation, relating to the Technology.

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Executed as a deed on behalf of
The University of Melbourne by its authorised
representatives under Statute 1.5.6 of the
Melbourne University Statutes:

Date: 2/3/09

Date: 4-3-09

John Allan HAMILTON

Witness

Print name of Witness

Date: 10.03.2008

SCHEDULE 1

Technology

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