

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2610599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADVANCED POLYMERIK PTY LTD.	04/26/2013
RECEIVING PARTY DATA	
Name:	VIVIMED LABS EUROPE LTD
Street Address:	PO BOX B3
Internal Address:	LEEDS ROAD
City:	HUDDERSFIELD
State/Country:	UNITED KINGDOM
Postal Code:	HD1 6BU
PROPERTY NUMBERS Total: 2	
Property Type	Number
PCT Number:	AU2012000563
PCT Number:	AU2012000458
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NAME OF SUBMITTER:	PATRICIA KNISLEY
Signature:	/Patricia Knisley/
Date:	11/11/2013

CH \$80.00 AU2012000563

Total Attachments: 11

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Patent Assignment

Advanced Polymerik Pty Ltd
(ABN 38 099 108 755)
("Assignor")

Vivimed Labs Europe Ltd
(UK Company House Registration number 69542)
("Assignee")

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Patent Assignment

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Patent Assignment

Details

Parties	Assignor and Assignee	
Assignor	Name	Advanced Polymerik Pty Ltd
	ABN	38 099 108 755
	Address	8 Redwood Drive, Notting Hill, Victoria 3168 Australia
	Telephone	+ 61 3 9518 0418
	Fax	+ 61 3 9543 2167
	Attention	Ms Kirsty Cleland (CEO)
Assignee	Name	Vivimed Labs Europe Ltd
	UK Companies House registration Number	69842
	Address	PO Box B3, Leeds Road Huddersfield HD1 6BU UK
	Telephone	+44 1484 320 500
	Fax	+44 1484 320 300
	Attention	Dr Louise Craswell (CMO)
Recitals	A	Assignor is the legal and beneficial owner of the Patents.
	B	Assignor agrees to assign all its right, title and interest in the Patents to Assignee.
Governing law	Victoria (Australia), excluding its choice of law rules.	
Date of agreement	See clause 7.	

Patent Assignment

General terms

1 Interpretation

1.1 Definitions

These meanings apply unless the contrary intention appears:

Consideration means the consideration specified in clause 5.1.

Details means the section in this agreement headed "Details".

GST has the meaning it has in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

Generation 1 Patents means the patents and patent applications identified as "Generation 1 Patents" in Schedule 1.

Internal Use Licence means, in relation to the Other Patents, the "Internal Use Licence" granted under (and subject to the terms of) clause 22.14 of the Participants Agreement, as set out in Schedule 2.

Internal Research Rights means the rights granted under the Internal Use Licence.

Other Patents means the patents and patent applications identified as "Other Patents" in Schedule 1.

Participants Agreement means the Cooperative Research Centre for Polymers "Participants Agreement" dated 29 September 2005.

Patents means the Generation 1 Patents and Other Patents.

Tax Invoice has the meaning it has in the GST Act.

Taxable Supply has the meaning it has in the GST Act.

1.2 General interpretation

Unless the contrary intention appears, a reference in this agreement to:

- (a) a clause or schedule is a reference to a clause in or schedule to this agreement;
- (b) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (c) the singular includes the plural and vice versa; and
- (d) "dollars", "\$" or "A\$" is a reference to the lawful currency of Australia.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of this agreement.

2 Assignor warranties

The Assignor warrants to the Assignee that, prior to the signing of this agreement, apart from and subject to the Internal Research Rights, the Assignor:

- (a) is the legal and beneficial owner of all rights, title and interest in and to the Patents; and
- (b) possesses all rights necessary to transfer all rights, title and interest in and to the Patents.

3 Assignment

- (a) The Assignor, as legal and beneficial owner, assigns to the Assignee all its right, title and interest in and to the Patents including all its right, title and interest in respect of any patents which may subsequently be obtained in respect of the inventions the subject of the Patents, with effect from the date of full payment by the Assignee to the Assignor of the Consideration.
- (b) The right, title and interest in and to the Other Patents is assigned to the Assignee subject to the Internal Use Licence.

4 Further steps

On and from assignment under clause 3, Assignor will execute documents and do things reasonably requested by the Assignee, at the Assignee's cost, to enable the Patents to be vested in the Assignee and recorded at the relevant patent offices in which the Patents have been sought or granted.

5 Monetary obligations

5.1 Consideration

The Assignee agrees to pay the Assignor consideration of A\$175,000 for the rights assigned in clause 3, to be paid (by transfer to the bank account nominated by Assignor) within 7 days of the date of this agreement.

5.2 Late Payment

Where Assignee does not make payment to Assignor by the date required in clause 5.1, a late fee of A\$850.00 per day (including days which are not business days) will accrue from the date payment was due, until the date on which the Consideration and all late fees have been paid.

5.3 Total amount

The Consideration does not include any tax or duty which is payable, including any GST or withholding tax. If the Assignor is required by law to pay any tax or duty in respect of this agreement the Assignee must indemnify on demand the Assignor against liability for that tax or duty. The Consideration must be paid by the Assignee in full without any set-off, counterclaim, withholding or deduction whatsoever, including on account of any taxes, duties or other governmental imposts imposed under the laws of any country. Where the Assignee is required under the laws of any country to withhold any amounts payable under this agreement, then the Assignee will gross up the amount paid to Assignor to account for such withholding.

5.4 GST gross up

If a party making a supply under this agreement (the "Supplier"):

- (a) Is liable to pay GST on that supply; and
- (b) the consideration stated in this agreement for that supply does not expressly include GST,

then the party receiving the supply must pay the Supplier, at the same time as the GST exclusive consideration is payable for the supply, an additional amount equal to that GST exclusive consideration (without deduction or set-off) multiplied by the prevailing GST rate.

5.5 Tax Invoice

The party making a supply must provide a Tax Invoice to the party receiving the supply if it is a Taxable Supply.

5.6 Stamp duty

The Assignee must:

- (a) pay all stamp duty (including fines and penalties) payable and assessed on this agreement, on any instruments entered into under this agreement, and in respect of a transaction evidenced by this agreement; and
- (b) indemnify on demand the Assignor against any liability for that stamp duty (including fines and penalties).

5.7 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation and signing of this agreement.

5.8 Patent costs

The Assignee agrees to reimburse Assignor for all reasonable costs and expenses (including patent attorneys fees) reasonably incurred by Assignor after 30 April 2013 in relation to the prosecution, maintenance or renewal of the Other Patents. Assignee acknowledges that Assignor shall not be required to take any action, or incur any cost or expense in relation to the Generation 1 Patents (including prosecution, maintenance, renewal or restoration) whether prior to, or after 30 April 2013.

6 Governing law

This agreement is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

7 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the agreement.

EXECUTED as an agreement (see Signing page)

Patent Assignment

Schedule 1

Title	Country	Number	Filing Date	Renewal Due	Status
GENERATION 1 PATENTS					
PHOTOCHROMIC COMPOSITIONS AND LIGHT TRANSMISSIBLE ARTICLES	UK	1560893	3-Nov-03	3-Nov-12	Granted
	Germany	1560893	3-Nov-03	3-Nov-12	Granted
	France	1560893	3-Nov-03	3-Nov-12	Granted
	India	245,383	3-Nov-03	3-Nov-11	Lapsed
	Japan	4476930	3-Nov-03	19-Mar-13	Unclear
	Australia	2003277977	3-Nov-03	3-Nov-11	Lapsed
	USA	7,247,262	3-May-05	24-Jan-15	In force
	USA	7,807,075	3-May-05	5-Apr-14	In force
	China	200380106942.5	3-Nov-03		Unclear
	Brazil	0315984-1	3-Nov-03	3-Nov-10	Lapsed
	Philippines	1-2005-500830	3-May-05	21-May-11	Unclear
PHOTOCHROMIC COMPOSITIONS AND ARTICLES COMPRISING POLYESTER OLIGOMER	Australia	2005238082	29-Apr-05	29-Apr-12	Lapsed
	UK	1740628	29-Apr-05	29-Apr-12	Lapsed
	Germany	1740628	29-Apr-05	29-Apr-12	Lapsed
	France	1740628	29-Apr-05	29-Apr-12	Lapsed
	Switzerland	1740628	29-Apr-05	29-Apr-12	Lapsed
	Japan	2007-509830	29-Apr-05		Lapsed
	India	6809/DELNP/2006	29-Apr-05		Unclear
	Brazil	0510455-6	29-Apr-05	29-Apr-12	Lapsed
	China	ZL 200580021495.5	29-Apr-05	29-Apr-12	Lapsed
	USA	11/579,017	29-Apr-05		Lapsed
	Philippines	1-2006-502160	29-Apr-06	10-Nov-09	Lapsed
PHOTOCHROMIC COMPOSITIONS AND ARTICLES COMPRISING SILOXANE, ALKYLENE OR SUBSTITUTED ALKYLENE	UK	1740629	29-Apr-05	29-Apr-12	Lapsed
	Germany	1740629	29-Apr-05	29-Apr-12	Lapsed
	France	1740629	29-Apr-05	29-Apr-12	Lapsed
	Switzerland	1740629	29-Apr-05	29-Apr-12	Lapsed
	India	1740629	29-Apr-05	29-Apr-12	Lapsed
	Japan	4476930	3-Nov-03	19-Mar-13	Unclear
	Australia	2003277977	3-Nov-03	3-Nov-11	Lapsed
	USA	7,247,262	3-May-05	24-Jan-15	In force
	USA	11/568,480	29-Apr-05		Pending
	India	6810/DELNP/2006	29-Apr-05		Unclear
	China	ZL 200580022279.2	29-Apr-05	29-Apr-13	Lapsed
	Brazil	0510511-0	29-Apr-05	29-Apr-12	Lapsed
	Philippines	1-2006-502152	29-Apr-06	10-Nov-09	Unclear
	Australia	2005238090	29-Apr-05	29-Apr-12	Lapsed
PHOTOCHROMIC COMPOUNDS COMPRISING POLYMERIC SUBSTITUENTS AND METHODS FOR PREPARATION AND USE THEREOF	Germany	1802726	2-Sep-05	2-Sep-12	Unclear
	UK	1802726	2-Sep-05	2-Sep-12	Unclear
	France	1802726	2-Sep-05	2-Sep-12	Unclear
	Switzerland	1802726	2-Sep-05	2-Sep-12	Unclear
	USA	11/574,654	2-Sep-05		Pending
	Australia	2005279708	2-Sep-05	2-Sep-12	Unclear
	China	ZL 200580038196.2	2-Sep-05	2-Sep-12	Unclear

Title	Country	Number	Filing Date	Renewal Due	Status
OTHER PATENTS					
PHOTOCHROMIC POLYMER AND COMPOSITION COMPRISING PHOTOCHROMIC POLYMER	UK	2294114	5-Jun-09	5-Jun-13	In force
	Germany	2294114	5-Jun-09	5-Jun-13	In force
	France	2294114	5-Jun-09	5-Jun-13	In force
	USA	12/996,054	5-Jun-09		Pending
	China	200980126946.X	5-Jun-09		Pending
	India	4435/KOLNP/2010	5-Jun-09		Pending
PHOTOCHROMIC POLYMER	PCT	PCT/AU2012/000458	2-May-12		Pending
PHOTOCHROMIC POLYMERS	PCT	PCT/AU2012/000563	21-May-12		Pending

Patent Assignment

Schedule 2

22.14 Participants' right to internal research

- (a) Subject to this agreement, each Participant has:
- (i) a non-exclusive, royalty-free, perpetual licence to use the Centre IP for the purpose of undertaking the Activities in accordance with this agreement; and
 - (ii) a non-exclusive, royalty-free, non-transferable, irrevocable licence to use Centre IP outside the Activities for teaching and education programs and for non-commercially funded research ("Internal Use Licence"),
- provided that the Participant:
- (iii) will not have the right to grant sub-licences;
 - (iv) maintains the confidentiality of the Centre Confidential Information and does not prejudice the Company's ability to:
 - (A) protect the Centre IP;
 - (B) use the Centre IP to achieve the Centre Objectives; or
 - (C) maximise the commercial return from any Centre IP that has significant commercial potential;
 - (v) during the Term but subject to clause 31.4, does not use the Centre IP in such a way that would compete, or would be reasonably likely to compete, with the Commercialisation activities of the Company;
 - (vi) during the Term but subject to clause 36, complies with clause 35 of this agreement in respect of any publication which contains details or a description of the Centre IP; and
 - (vii) within 14 days of the end of each Quarter during the Term, provides written notification to the Company on a confidential basis of use of the Centre IP under the Internal Use Licence in the preceding Quarter including such additional information as may be reasonably requested by the Company.
- (b) The Participant must not Commercialise or seek any form of Intellectual Property protection in respect of any outcomes developed or derived by the Participant through the use of the Centre IP under the Internal Use Licence without the prior written approval of the Board, such approval is not to be unreasonably withheld.
- (c) For the purposes of this clause 22.14, "non-commercially funded research" is internally funded or government funded research or research funded by philanthropic or charitable organisations and which does not transfer IP ownership to the funding party.
- (d) Should the developing Participant require a licence from the owners of Background IP and/or the owners of Centre IP in order for the developing Participant to commercialise its further Intellectual Property, the developing Participant must obtain a licence from the owners of the Background IP and/or the Centre IP on terms and conditions to be agreed with the owners of that Background IP and/or Centre IP but the owners of that Background IP shall not be obliged to license that Background IP.

Patent Assignment

Signing page


DATED: _____ (insert date of signature)

EXECUTED by ADVANCED
POLYMERIK PTY LTD in accordance
with section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:

Signature of director

Name of director (block letters)

EXECUTED by Vivimed Labs Europe
Ltd in accordance with section 127(1)
of the Corporations Act 2001 (Cwlth) by
authority of its directors:



Signature of director

LOUISE ELIZABETH CRASCALL

Name of director (block letters)

Signature of director/company
secretary*

*delete whichever is not applicable

Name of director/company secretary*
(block letters)

*delete whichever is not applicable



Signature of company secretary

RACHAEL BLAKEY

Name of company secretary (block
letters)

Patent Assignment


Signing page

DATED: 26 APRIL 2013 (insert date of signature)

EXECUTED by ADVANCED
POLYMERIK PTY LTD in accordance
with section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:


Signature of director

KIRSTY CLELAND
Name of director (block letters)


Signature of director/company
secretary*

*delete whichever is not applicable

STEVE WRIGHT
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

EXECUTED by Vivimed Labs Europe
Ltd in accordance with section 127(1)
of the Corporations Act 2001 (Cwlth) by
authority of its directors:


Signature of director

LOUISE ELIZABETH CRASCALL
Name of director (block letters)


Signature of company secretary

RACHAEL BLAKEY
Name of company secretary (block
letters)