

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2680903

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PA CONSULTING SERVICES LIMITED	09/17/2012
RECEIVING PARTY DATA	
Name:	PHARMAXIS LTD.
Street Address:	20 RODBOROUGH ROAD
Internal Address:	FRENCHS FOREST
City:	NEW SOUTH WALES
State/Country:	AUSTRALIA
Postal Code:	2086
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14232503
CORRESPONDENCE DATA	
Fax Number:	(248)649-3338
Phone:	2486493333
Email:	zuk@youngbasile.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	FRANCINE B. NESTI C/O YOUNG BASILE
Address Line 1:	3001 WEST BIG BEAVER ROAD
Address Line 2:	SUITE 624
Address Line 4:	TROY, MICHIGAN 48084-3107
ATTORNEY DOCKET NUMBER:	AJO-286-A
NAME OF SUBMITTER:	FRANCINE B. NESTI
Signature:	/Francine B. Nesti/
Date:	01/14/2014

PATENT

Total Attachments: 10

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INVENTORS' ACKNOWLEDGEMENT
AND
PATENT ASSIGNMENT

This Agreement is made the day of 2012

BY AND BETWEEN

Philip SEENEY of Byron House, 1 Fuller Way, Cambridge, CB3 0FN, United Kingdom;

Douglas Ivan JENNINGS of 73 Redwing Rise, Royston, Hertfordshire, SG8 7XU; United Kingdom;

Together the "Inventors";

PA Consulting Services Limited (the "Assignee") a company registered in England under the number 414220 whose registered office is at 123 Buckingham Palace Road, London SW1 9SR, United Kingdom; and

Pharmaxis Ltd (the "Subsequent Assignee") a company registered in Australia under the number ABN 75 082 811 630 whose registered office is at 20 Rodborough Road, Locked Bag 5015, Frenchs Forest NSW 2086, Australia

WHEREAS

- A. The Inventors are collectively the actual devisers of the invention (the "Invention") described in International Patent Application PCT/GB2012/051684 (the "Patent Application") which was filed on 13 July 2012 and which claims priority from United Kingdom Patent Applications 1112031.8 and 1112668.7 (the "Priority Applications") which were filed on 13 July 2011 and 22 July 2011, respectively.
- B. The Invention was made by the Inventors in the course of their employment with the Assignee.
- C. The Assignee was commissioned to provide development services to the Subsequent Assignee, and the Assignee agreed to assign all rights in any IP created or developed by the Assignee, in the course of providing those development services, to the Subsequent Assignee, in an Agreement dated 21 April 2009.

- D. The parties to this assignment desire to confirm that all right and title and interest in and to the Patent Application, the Priority Applications and to the Invention are to be vested in the Assignee and subsequently transferred to the Subsequent Assignee.

NOW THEREFORE IT IS AGREED as follows:

- 1 The Inventors ACKNOWLEDGE that the Invention arose in the course of their normal duties and either:

- 1.1 the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties, or
- 1.2 the nature of their duties and the particular responsibilities arising from the nature of their duties meant that the Inventors had a special obligation to further the interests of the Assignee's undertaking,

and that therefore as between the Inventors and the Assignee all the rights to the Invention belong to the Assignee by virtue of Section 39(1) of the Patents Act 1977.

- 2 Nothing in this assignment shall prejudice the Inventors' rights under Section 40 of the Patents Act 1977.

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- 3.1 To the extent that notwithstanding clause 1 above any rights in and to the Patent Application and the Priority Applications or the Invention remain vested in the Inventors, in consideration of the sum of one pound sterling (£1) (receipt of which is acknowledged by each of the Inventors), the Inventors ASSIGN to the Assignee with full title guarantee all of their right title and interest in and to the Patent Application, the Priority Applications and the Invention for all countries of the world, including without limitation the United Kingdom and all countries of the Patent Cooperation Treaty, including:

3.1.1 in respect of the Patent Application and the Priority Applications:

- (a) the right to claim priority from the Patent Application, and the Priority Applications, and to prosecute and obtain grant of patent in or in respect of any country or territory in the world; and
- (b) the right to file divisional, continuation, continuation-in-part, reissue applications and the like based thereon and to prosecute and obtain grant of patent in or in respect of any

country or territory in the world;

- 3.1.2 in respect of the Invention, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 3.1.3 the right to extend to or register in, or in respect of, any country or territory in the world the Patent Application, or the Priority Applications or any application filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on the Patent Application or the Priority Applications;
- 3.1.4 the absolute entitlement to any patents granted pursuant to the Patent Application or Priority Applications or filed as aforesaid; and
- 3.1.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Patent Application, or Priority Applications, or any patents granted in relation to the Patent Application or Priority Applications, or filed as aforesaid, whether occurring before on or after the date of this assignment;

and the Inventors CONSENT to the filing of any and all applications in respect of said Patent Application, Priority Applications or Invention in the name of the Assignee.

- 3.2 The Inventors waive all their present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Patent Application and the Priority Applications or any applications filed as aforesaid and agree not to support, maintain or permit any claim for infringement of moral rights in any such copyright works.

4 The Assignee and the Subsequent Assignee agree that immediately upon:

- 4.1.1 the assignment to the Assignee of any rights, titles or interest in the Patent Application, the Priority Applications and the Invention which do not already vest in the Assignee in accordance with clause 1 of this assignment or by operation of law; or

4.1.2 If no such rights, titles or interest are assigned, immediately upon the execution of this assignment;

the provisions of clause 4.2 below shall apply.

4.2 Should any of the circumstances set out in Clause 4.1 above apply, the Assignee and the Subsequent Assignee agree that in consideration of the sum of one pound sterling (£1) (receipt of which is acknowledged by the Assignee), the Assignee ASSIGNS to the Subsequent Assignee with full title guarantee all of his right title and interest in and to the Patent Application, the Priority Applications and the Invention for all countries of the world, including without limitation the United Kingdom and all countries of the Patent Cooperation Treaty, including:

4.2.1 in respect of the Patent Application and the Priority Applications:

(a) the right to claim priority from the Patent Application, and the Priority Applications, and to prosecute and obtain grant of patent in or in respect of any country or territory in the world; and

(b) the right to file divisional, continuation, continuation-in-part, reissue applications and the like based thereon and to prosecute and obtain grant of patent in or in respect of any country or territory in the world;

4.2.2 in respect of the Invention, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;

4.2.3 the right to extend to or register in, or in respect of, any country or territory in the world the Patent Application, or the Priority Applications or any application filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on the Patent Application or the Priority Applications;

4.2.4 the absolute entitlement to any patents granted pursuant to the Patent Application or Priority Applications or filed as aforesaid; and

4.2.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in

respect of any infringement, or any other cause of action arising from ownership, of the Patent Application, or Priority Applications, or any patents granted in relation to the Patent Application or Priority Applications, or filed as aforesaid, whether occurring before on or after the date of this assignment;

and the Assignee CONSENTS to the filing of any and all applications in respect of said Patent Application Priority Applications or Invention in the name of the Subsequent Assignee.

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- 5.1 The Inventors shall free of charge but at the cost of the Assignee, and at any time during and after their periods of employment with the Assignee, perform (or procure the performance of) all acts and things, and execute and deliver (or procure the execution or delivery of) all documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee and Subsequent Assignee under this assignment, including registration of the Subsequent Assignee as applicant for, or proprietor of the Patent Application or Priority Applications or any applications filed as aforesaid and any other such protection for the Invention.
- 5.2 Each of the Inventors individually appoints the Assignee to be his attorney to execute and do any such instrument or thing, and generally to use his name, for the purpose of giving the Subsequent Assignee the benefit of this assignment. Each of the Inventors acknowledges in favour of a third party that a certificate in writing signed by the Assignee or any person appointed in accordance with clause 5.4 that any instrument or act falls within the authority conferred by this assignment shall be conclusive evidence that such is the case.
- 5.3 This power of attorney is irrevocable as long as the Inventors' obligations under this assignment remain undischarged.
- 5.4 Without prejudice to clause 4.2, the attorney may, in any way it thinks fit and in the name and on behalf of any of the Inventors:
- 5.4.1 take any action that this assignment requires that Inventor to take;
 - 5.4.2 exercise any rights which this assignment gives to that Inventor; and
 - 5.4.3 appoint and remove one or more substitute attorneys with full power

as that Inventor's attorney on terms that the attorney thinks fit.

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- 6.1 Unless expressly provided otherwise in this agreement, the Inventors shall be jointly and severally liable for their respective obligations and liabilities arising under this agreement.
- 6.2 The Assignee may take action against, or release or compromise the liability of, any Inventor, or grant time or other indulgence, without affecting the liability of any other Inventor.

IN WITNESS whereof the parties hereto have executed this assignment as a deed

P Seenev
.....
Philip SEENEY

.....
Douglas Ivan JENNINGS

Date *13 September 2012*
.....

Date

Witness *SCox*
.....

Witness

Name *Sophie Cox*
.....

Name

Address *2nd Bangatan,*
.....

Address

Hatley Park
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Sandy, Beds,
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SG19 3H
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as that inventor's attorney on terms that the attorney thinks fit.

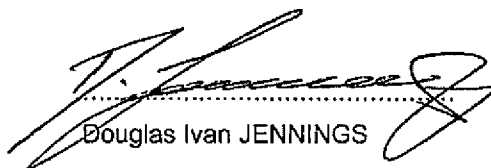
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IN WITNESS whereof the parties hereto have executed this assignment as a deed

.....
Philip SEENEY


.....
Douglas Ivan JENNINGS

Date

Date *13th September 2012*

Witness

Witness 

Name

Name *STEPHEN LAMB*

Address

Address *16 CARRICK ROAD*

.....

POTTERS BAR

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HOES

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EN6 1ET

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PA Consulting Services Limited

By: C.R.S. Barrett

Title: Director

Date: 17/9/12

Witness: 

Name: E. Barrett

Address: 59, HARBINGTON RD

..... ST. IVEY, HAM

..... CAMBS

..... CB24 8TR

.....

.....

Pharmaxis Ltd

By:

Title:

Date

Witness

Name

Address

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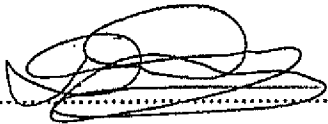
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PA Consulting Services Limited

By:
Title:

Date

Witness

Name
Address
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Pharmaxis Ltd

By: *DAVID MCGAUGHEY*
Title: *CFO*

Date *26 Sept 2002*

Witness *Paul Miller*

Name *PAM MILLER*
Address *20 LORBOURGH ROAD*
FRANCIS FOREST
NSW AUSTRALIA
2086

**Declaration as to the Applicant's Entitlement
to Apply for and Be Granted a Patent**

Declaration as to the applicant's entitlement, as at the international filing date, to apply for and be granted a patent (Rules 4.17(ii) and 51*bis*.1(a)(ii)), in a case where the declaration under Rule 4.17(iv) is not appropriate:

in relation to International Application No PCT/GB2012/051684

Pharmaxis Ltd is entitled to apply for and be granted a patent by virtue of the following:

- (i) Philip Seeney of c/o PA Consulting Services Limited, Cambridge Technology Centre, Melbourn, Royston, Hertfordshire, SG8 6DP, United Kingdom and Douglas Ivan Jennings, 73 Redwing Rise, Royston, Hertfordshire, SG8 7XU, United Kingdom are the joint inventors of the subject matter for which protection is sought by way of the International application.
- (ii) PA Consulting Services was entitled as employer of the inventors Philip Seeney and Douglas Ivan Jennings.
- (iii) an assignment from PA Consulting Services Limited to Pharmaxis Ltd dated 26 September 2012, following an agreement to assign dated 21 April 2009.