

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2896928

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DAVID DAVIES	10/11/2013
RECEIVING PARTY DATA		
Name:	BIOTA SCIENTIFIC MANAGEMENT PTY LTD	
Street Address:	10/585 BLACKBURN ROAD	
Internal Address:	NOTTING HILL	
City:	VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3168	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14112735
CORRESPONDENCE DATA		
Fax Number:	(202)824-3001	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2028243000	
Email:	BWPTOPAT@bannerwitcoff.com, lhudgins@bannerwitcoff.com	
Correspondent Name:	BANNER & WITCOFF, LTD.	
Address Line 1:	1100 13TH STREET, N.W.	
Address Line 2:	SUITE 1200	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	007723.00017 SAW/VLH ASG3	
NAME OF SUBMITTER:	SUSAN A. WOLFFE	
SIGNATURE:	/Susan A. Wolffe/	
DATE SIGNED:	06/13/2014	
Total Attachments: 9 source=Asg3#page1.tif source=Asg3#page2.tif source=Asg3#page3.tif source=Asg3#page4.tif source=Asg3#page5.tif		

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CONFIRMATORY DEED OF ASSIGNMENT

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

David DAVIES
 C/- **Biota Europe Limited** of Begbroke Business &
 Science Park, Sandy Lane, Yarnton, Oxfordshire
 OX5 1PF, United Kingdom
(Former Consultant)

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

RECITALS

- A. The Former Consultant was previously a Consultant of BEL under the Consultancy Contract.
- B. During the course of the Former Consultant's engagement to provide consultancy services to BEL, the Former Consultant was (along with others) involved in the development of the Invention.
- C. The Former Consultant was contracted to provide consultancy services to BEL at the time the Invention was made.
- D. Pursuant to the Consultancy Contract, all existing and future Intellectual Property Rights in any materials generated, discovered, invented, improved or developed by the Former Consultant in the course of his or her provision of the consultancy services to Biota (whether alone or with others and whether during office hours or otherwise) including the Invention and the Patent was assigned to BEL.
- E. The Former Consultant has agreed to enter into this deed to confirm, to the extent that the Former Consultant owns any Intellectual Property Rights in and to the Invention and the Patent, the assignment of those rights and BEL's rights in the Invention and the Patent.
- F. On 30 June 2011, BSM acquired the Assets of the Cell Division Inhibitor Project under an Asset Acquisition Agreement, said Assets including the Invention, the Patent and the Intellectual Property Rights therein.
- G. BEL is engaged by BSM to provide Services pursuant to a Services Deed with effect on and from the Commencement Date of 30 June 2011.

- H. Pursuant to the Services Deed, any right, title or interest in any Cell Division Inhibitor IP that was made, developed, conceived or reduced to practice by BEL arising out of the provision of or relating to the Services immediately vested, upon its creation, in BSM.
- I. BEL has agreed to enter into this deed to confirm the assignment of any Cell Division Inhibitor IP (as defined in the Services Deed), including the Invention and the Patent (as defined in this Deed), to BSM.

DEED

1. Definitions

In this deed:

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

Consultancy Contract means the contract between the Former Consultant and BEL in place during the course of the Former Consultant's provision of services to BEL.

Intellectual Property Rights means (i) patents, inventions, designs, copyright and related and neighbouring rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) know-how and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) 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 to object to derogatory treatment; and
- (c) the right not to have authorship falsely attributed.

Patent means International Patent Application No. PCT/AU2012/000416 filed 20 April 2012 and claiming convention priority from United States Provisional Patent Application No. 61/477,197 filed on 20 April 2011.

2. Acknowledgement of involvement in Invention

The Former Consultant acknowledges that the Invention was made by him or her (along with others) in the Former Consultant's capacity as a consultant to BEL under the Consultancy Contract and in the ordinary course of the Former Consultant's duties of providing services to BEL.

3. Confirmation of assignment

With effect on and from the Effective Date, the Former Consultant confirms the assignment to BEL, and BEL confirms the assignment to BSM, 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

BEL and the Former Consultant acknowledges that, to the extent not already vested by the Consultancy Contract, by virtue of clause 3 above, and the Services Deed between BEL and BSM, 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 BSM absolutely.

5. Moral Rights

The Former Consultant acknowledges that he or she may have Moral Rights relating to the Invention. Insofar as he or she is able to, the Former Consultant waives his or her Moral Rights relating to the Invention, agrees not to assert the same, and voluntarily and unconditionally consents to all or any acts or omissions by BEL, or by persons authorised by BEL, which would otherwise impact his or her Moral Rights relating to the Invention.

6. Continuing obligations

BEL and the Former Consultant 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 BSM;
- (b) BEL and the Former Consultant will keep BSM 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;
- (c) BEL and the Former Consultant will immediately confidentially disclose to BSM all information in his or her possession or control reasonably necessary to enable BSM to fully exploit, commercialise and develop the Intellectual Property Rights in the Invention and the Patent; and
- (d) the Former Consultant will not enter into any collaborations or research in relation to any of the Intellectual Property Rights in the Invention and the Patent with any third party.

7. Further assurances

BEL and the Former Consultant must, at the request of BSM 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

BEL and the Former Consultant 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 BEL or the Former Consultant;
- (b) is received lawfully from another party on a non-confidential basis; or
- (c) is required by applicable law to disclose, but then only to the minimum extent of that requirement, provided that to the extent permitted by law BEL first gives BSM prompt notice of

BEL's or the Former Consultant'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) BEL and the Former Consultant acknowledges and agrees that BSM 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 England & Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of England & Wales.

EXECUTED as a deed by the parties

SIGNED and DELIVERED by
David DAVIES

.....
Signature

in the presence of

.....
Signature of witness

.....
Name of witness (print)

Date: 11 / 10 / 2013

SIGNED and DELIVERED by
BIOTA EUROPE LIMITED
acting by

.....
a Director Signature

.....
Name (print)

in the presence of

.....
Signature of witness

.....
Name of witness (print)

Date:

EXECUTED as a deed by the parties

SIGNED and DELIVERED by
David DAVIES

.....
Signature

in the presence of

.....
Signature of witness

.....
Name of witness (print)

Date:.....

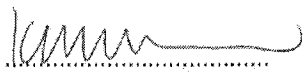
SIGNED and DELIVERED by
BIOTA EUROPE LIMITED
acting by

a Director


.....
Signature

Russell Plumb
.....
Name (print)

in the presence of


.....
Signature of witness

Kimberley Kourts
.....
Name of witness (print)

Date: Oct 16 2013

SIGNED and DELIVERED by
BIOTA SCIENTIFIC
MANAGEMENT PTY LTD
acting by

a Director

Joseph Patti
.....
Signature

Joseph Patti
.....
Name (print)

in the presence of

Kimberley
.....
Signature of witness

Kimberley Courtis
.....
Name of witness (print)

Date: *Oct 16 2013*
.....