

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2950993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HIBERNATION THERAPEUTICS LTD	12/11/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HIBERNATION THERAPEUTICS GLOBAL LTD
<b>Street Address:</b>	CAM LODGE MANAGEMENT CENTRE
<b>Internal Address:</b>	KILQUADE
<b>City:</b>	COUNTY WICKOW
<b>State/Country:</b>	IRELAND
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13935882
Application Number:	10539222
Application Number:	14027495
Application Number:	13437275
Application Number:	12184073
Application Number:	13786041
Application Number:	12788864
Application Number:	11790216
Application Number:	13944246
Application Number:	12670452
Application Number:	13675452
Application Number:	12529623
Application Number:	12375182
Application Number:	13899060
Application Number:	13337621
Application Number:	12303058
Application Number:	13749214
Application Number:	10518733
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<b>PATENT</b>	

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<b>NAME OF SUBMITTER:</b>	NANCY J. AXELROD
<b>SIGNATURE:</b>	/Nancy J. Axelrod/
<b>DATE SIGNED:</b>	07/23/2014

**Total Attachments: 12**

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Sydney  
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Hibernation Therapeutics Limited

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Hibernation Therapeutics Global Limited

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# Intellectual Property Assignment Deed

Ref: SD/M HIBE14967-9064235 5259651v6

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**PATENT**  
**REEL: 033375 FRAME: 0321**

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Date 11 DECEMBER 2009

## Parties

**Hibernation Therapeutics Limited** ABN 46 102 773 571 of 14 Dahl Crescent,  
Wulguru, Townsville Queensland 4811 (**Assignor**)

**Hibernation Therapeutics Global Limited** of Cam Lodge Management  
Centre, Kilquade, County Wickow, Republic of Ireland (**Assignee**)

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## Background

- A The Assignor is the legal and beneficial owner of the Intellectual Property.
  - B The Assignor has agreed to assign to the Assignee, and the Assignee agrees to accept, all the Assignor's right, title and interest in the Intellectual Property on the terms and conditions set out in this document.
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## Agreed terms

### 1 Interpretation

#### 1.1 Definitions

In this document:

**Assignment Date** means 11 December 2009.

**Intellectual Property** means all intellectual property rights of the Assignor at the Assignment Date anywhere in the world, including, copyright and neighbouring rights, registered and unregistered trade and service marks, business and domain names, all rights in relation to inventions (including patents and patent applications), designs, plant varieties, circuit layouts, confidential information, trade secrets, know how, research data, discoveries and any other intangible proprietary rights whether registered or not arising from intellectual activity, and includes the intellectual property listed in the **Schedule**.

**Parties** means the Assignor and the Assignee.

#### 1.2 Construction

Unless expressed to the contrary, in this document:

- (a) "includes" means includes without limitation; and

- (b) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.

### **1.3 Headings**

Headings do not affect the interpretation of this document.

## **2 Assignment**

- (a) The Assignor, as legal and beneficial owner of the Intellectual Property, assigns to the Assignee all property, right, title and interest (both legal and beneficial) in the Intellectual Property, together with any associated common law rights arising from use of the Intellectual Property with effect on and from the Assignment Date.
- (b) The assignment in **clause 2(a)** includes any rights of the Assignor to take action against any third party for intellectual property infringement or any other cause of action in connection with the Intellectual Property arising prior to the Assignment Date.

## **3 Assignor's obligations**

- (a) The Assignor will execute all documents, forms and authorisations, and depose to or swear any declarations, oaths or affidavits as may be required to effect the registration of the Intellectual Property in the name of the Assignee.
- (b) The Assignor agrees and undertakes to provide the Assignee (at its request) with all such reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Intellectual Property.

## **4 General**

### **4.1 Further steps**

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

### **4.2 Governing law and jurisdiction**

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts located in Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

### **4.3 Counterparts**

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

## Schedule

### Registered and Pending Intellectual Property

#### Part A - Patents

"Organ Arrest Protection and Preservation". Priority date: 23 March 1999. (Patent Family: PAT1)

Country	Application no/Patent no	Status	Ref
AU	769131	Granted	PAT1 - AU
New Zealand	514515	Granted	PAT1 - NZ
Singapore	83592	Granted	PAT1 - SG
South Africa	2001/7644	Granted	PAT1 - ZA
USA	6955814	Granted	PAT1 - US
USA	7223413	Granted	PAT1 - US (Cont1)
Europe	1168912	Validated	PAT1 - EP
Belgium	BE1168912	Granted (via EP)	PAT1 - BE
Switzerland	CH1168912	Granted (via EP)	PAT1 - CH
Germany	DE1168912	Granted (via EP)	PAT1 - DE
Spain	ES1168912	Granted (via EP)	PAT1 - ES
France	FR1168912	Granted (via EP)	PAT1 - FR
Ireland	IE1168912	Granted (via EP)	PAT1 - IE
Italy	IT1168912	Granted (via EP)	PAT1 - IT
United Kingdom	GB1168912	Granted (Via EP)	PAT1 - GB
PCT	PCT/AU00/00226 (WO00/56145 - 28 Sept 00)	NPE - lapsed	PAT1 - PCT
Europe	EP06077320.7	Pending	PAT1 - EP (Div1)
Brazil	P 10010653-4	Pending	PAT1- BR



Country	Application no/Patent no	Status	Ref
Canada	2364687	Pending	PAT1- CA
India	IN/PCT/2001/00873/DE	Pending	PAT1 - IN
Japan	2000-606063	Pending	PAT1 - JP
Norway	20014557	Pending	PAT1 - NO
USA	12/541,000	Pending	PAT1 - US (Cont2)

**"Organ arrest, protection, preservation and recovery" Priority date: 21 June 2002. (Family: PAT2)**

Country	Application no/Patent no	Status	Ref
PCT	PCT/AU03/00771 (WO04/000331 - 31Dec03)	NPE - lapsed	PAT2 - PCT
USA	12/184073	Pending	PAT2 - US
AU	2003232526	Pending	PAT2 - AU
UK	2407503	Granted	PAT2 - GB

**"Organ preconditioning, arrest, protection, preservation and recovery (2)" Priority date: 23 DECEMBER 2002 . (Family: PAT4)**

Country	Application no/Patent no	Status	Ref
PCT	PCT/AU2003/001711 (WO04/056181 - 8Jul04)	NPE - lapsed	PAT4 - PCT
Australia	2003291847	Pending	PAT4 - AU
Canada	2551169	Pending	PAT4 - CA
UK	0515048.7 / 2412067	Granted	PAT4 - GB
UK	0711805.2 / 2436255	Granted	PAT4 - GB (Div1)
US	12/472069	Pending	PAT4 - US

**"Improved organ preservation" Priority date: 25 July 2006 (Family: PAT5)**

Country	Application no/Patent no	Status	Ref
Australia	2006904004	Lapsed	PAT5 – AU(PROV)

**"Trauma therapy" Priority date: 25 July 2006 (Family: PAT6)**

Country	Application no/Patent no	Status	Ref
PCT	PCT/AU2007/001029 (WO08/011670 – 31Jan08)	NPE – lapsed	PAT6 - PCT
US	12/375182	Application filed	PAT6-US
Australia	2007278754	Application filed	PAT6-AU
India	1010/CHENP/2009	Application filed	PAT6-IN
Europe	7784676.4	Application filed	PAT6-EP
China	200780035536.5	Application filed	PAT6-CN
Japan	2009-521065	Application filed	PAT6-JP
Singapore	200900516-6	Application filed	PAT6-SG
Canada		Not yet filed	PAT6-CA
Israel	196702	Application filed	PAT6-IL
Korea	10-2009-7003827	Application filed	PAT6-KR
South Africa	2009/01376	Application filed	PAT6-ZA
New Zealand	575019	Examination	PAT6-NZ

**"Improved Tissue maintenance" Priority date: 29 May 2006 (Family: PAT7; also referred to as Adenocaine protocol)**

Country	Application no/Patent no	Status	Ref
PCT	PCT/AU2006/000717 (WO07/137321 – 6Dec07)	NPE – lapsed	PAT7 - PCT
US	12/303058	Application filed	PAT7-US

Country	Application no/Patent no	Status	Ref
Australia	2006345361	Application filed	PAT7-AU
India	10745/DELNP/2008	Application filed	PAT7-IN
Europe	6741136.3	Application filed	PAT7-EP
China	200680055410.X	Application filed	PAT7-CN
Japan	2009-512365	Application filed	PAT7-JP
Singapore	200808869-2	Application filed	PAT7-SG
Canada		Not yet filed	PAT7-CA
Israel	195598	Application filed	PAT7-IL
Korea	10-2008-7031842	Application filed	PAT7-KR
South Africa	2009/00049	Application filed	PAT7-ZA
New Zealand	573827	Examination	PAT7-NZ

**"Transplants" Priority date: 2 March 2007 (Family: PAT8)**

Country	Application no/Patent no	Status	Ref
PCT	PCT/AU2008/000289	NPE – lapsed	PAT8-PCT
Australia	2008222595	Application filed	PAT8-AU
New Zealand	579991	Application filed	PAT8-NZ
United States	12/529623	Application filed	PAT8-US
Europe	08714339.2	Not yet filed	PAT8-EP
Canada		Not yet filed	PAT8-CA

**"Improved organ protection preservation and recovery" Priority date: 25 July 2007 (Family: PAT9; also known as "Extended AL")**

Country	Application no/Patent no	Status	Ref
PCT	PCT/AU2008/001086	Pending	PAT9 – PCT

## Part B – Trade marks

### “ADENOCAINE”

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
United States	78/932544	5	Application accepted	19/07/2006	19/07/2016
India	1569124	5	Examination in progress	15/06/2007	15/06/2017
Australia	1277067	44	Registered	11/12/2008	11/12/2018
Australia	1125373	5	Registered	24/07/2006	24/07/2016
Europe	5495015	5	Application accepted	23/11/2006	23/11/2016

### “HIBERLIFE”

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
Australia	1125368	5	Registered	24/07/2006	24/07/2016

### “HIBERSCAN”

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
Australia	1125369	5	Registered	24/07/2006	24/07/2016

### “HIBERGRAFT”

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
Australia	1125370	5	Registered	24/07/2006	24/07/2016

**"HIBERSTART"**

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
Australia	1125371	5	Registered	24/07/2006	24/07/2016

**"HIBERGARD"**

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
Australia	1125372	5	Registered	24/07/2006	24/07/2016

**"HIBERCOR"**

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
Australia	1125374	5	Registered	24/07/2006	24/07/2016

**"HIBERTHERAPEUTICS"**

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
Australia	1125375	5	Registered	24/07/2006	24/07/2016

**"HIBERSTORAGE"**

Country	Application no/Trade mark no	Class	Status	Lodgement date	Renewal date
Australia	1128174	5	Registered	04/08/2006	04/08/2016

Executed as a deed.

Executed by Hibernation  
Therapeutics Limited by its duly  
appointed officer in the presence of:

Deborah D. Seabary

Witness

Deborah D. Seabary

Name of Witness (print)

[Signature]

Officer

DAVID C. FIELD

Name of Officer (print)

Date: 11<sup>th</sup> of Dec. 2009

Executed by Hibernation  
Therapeutics Global Limited by its  
duly appointed officer in the presence  
of:

Deborah D. Seabary

Witness

Deborah D. Seabary

Name of Witness (print)

[Signature]

Officer

DAVID C. FIELD

Name of Officer (print)

Date: 11<sup>th</sup> of December 2009