

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3316258

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INVION LIMITED	04/16/2015
RECEIVING PARTY DATA	
Name:	MCP MANAGER PTY LTD, AS TRUSTEE FOR AND FOR THE BENEFIT OF THE MCP UNIT TRUST 2014
Street Address:	LEVEL 2, 420 COLLINS STREET
City:	MELBOURNE, VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3000
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7618935
Patent Number:	7977458
Patent Number:	8796225
Patent Number:	8933033
Patent Number:	7951613
Patent Number:	8067361
Patent Number:	8513201
Application Number:	11995524
Application Number:	12934980
CORRESPONDENCE DATA	
Fax Number:	(314)612-1301
<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:	314-444-7600
Email:	ipdept@lewisrice.com
Correspondent Name:	TIMOTHY E. KASTNER
Address Line 1:	LEWIS RICE LLC
Address Line 2:	600 WASHINGTON AVENUE, SUITE 2500
Address Line 4:	ST. LOUIS, MISSOURI 63101
NAME OF SUBMITTER:	TIMOTHY E. KASTNER

SIGNATURE:	/tek/
DATE SIGNED:	04/17/2015
Total Attachments: 6 source=InvionLimited-PTSA#page1.tif source=InvionLimited-PTSA#page2.tif source=InvionLimited-PTSA#page3.tif source=InvionLimited-PTSA#page4.tif source=InvionLimited-PTSA#page5.tif source=InvionLimited-PTSA#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 16, 2015, by **Invion Limited (sometimes referred to as Invion, Ltd.)**, a corporation organized and existing under the laws of Victoria, Australia (ACN 094 730 417) (the "Grantor"), in favor of **MCP Manager Pty Ltd** (ACN 602 762 934), as trustee ("Trustee") for and for the benefit of the **MCP Unit Trust 2014** ("Lender").

RECITALS

A. The Grantor has entered into a R&D Facility Agreement, a General Security Deed – All Property and other related documents dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreements") with the Lender and the Trustee, pursuant to which the Lender has agreed to make loans to Grantor.

B Pursuant to the Loan Agreements, the Grantor is required to execute and deliver to the Trustee this Agreement.

C. Pursuant to the terms of the Loan Agreements, Grantor has granted to the Trustee for itself and the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreements.

In consideration of the mutual agreements set forth herein and in the Loan Agreements, the Grantor does hereby grant to the Trustee for itself and the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest and lien is granted in conjunction with the security interests and liens granted to the Trustee for itself and the Lender pursuant to the Loan Agreements. The Grantor hereby acknowledges and affirms that the rights and remedies of the Trustee and the Lenders with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are as provided by applicable law and shall also include such rights and remedies as are more fully set forth in the Loan Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreements.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

INVION LIMITED (ACN 094 730 417)

By: *M. J. Brown*
Name: MARLEY THOMAS BROWN
Title: Director

By: *Melanie Farris*
Name: MELANIE FARRIS
Title: Company Secretary

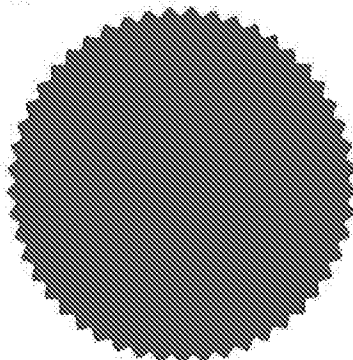
*witnessed by Damien John
Clarke notary public on
16 April 2015*

DJ Clarke

Acknowledged:

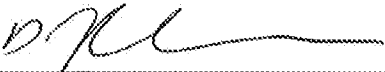
MCP MANAGER PTY LTD (ACN 602 762 934),
as Trustee for **MCP Unit Trust 2014**

By: *Haydn Lynch*
Name: Haydn Lynch
Title: Director

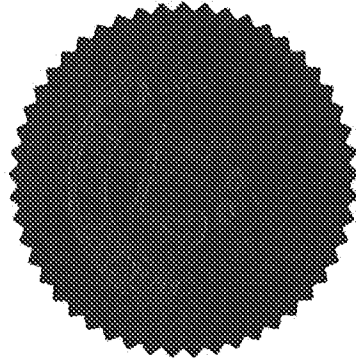


_____ AUSTRALIA)
_____) SS
_____ OF _____)

On this 16 day of April, 2015, before me personally appear Warren Thomas Brown and Allyson whose signatures are set forth above, to me known, who, being duly sworn, did depose and say that each is the above-indicated director or officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



SCHEDULE 1

Trademark Collateral

US TRADEMARK REGISTRATION/SERIAL NO.	DESCRIPTION	RENEWAL/APPLICATION DATE
NONE		

Unregistered Trademarks:

NONE

SCHEDULE 2

Patent Collateral

US PATENT NO.	DESCRIPTION	RENEWAL DATE
7,618,935	Chaperonin 10 Immunosuppression	8 th year maintenance fee due 05/17/2017
7,977,458	Modified Chaperonin 10	8 th year maintenance fee due 01/12/2019
8,796,225	Regulation of Immune Responses By Modulation of the Function of Antigen Presenting Cells	4 th year maintenance fee due 02/05/2018
8,933,033	Chaperonin 10 Variants	4 th year maintenance fee due 07/13/2018
7,951,613	Chaperonin 10 Modulation of Toll-Like Receptor-Inducible Cytokine and Chemokine Secretion	
8,067,361	Chaperonin 10 Immunosuppression	
8,513,201	Modified Chaperonin 10	

Unregistered Patents: Grantor has the following patent activities in process:

US PATENT APPLICATION NO.	DESCRIPTION	STATUS
11/995,524	Chaperonin 10-Induced Immunomodulation	Undergoing examination
12/934,980	Modified CPN10 and PRR Signalling	Issue fee paid 12/16/2014