

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3356482

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CALLAGHAN INNOVATION RESEARCH LIMITED	05/06/2014
RECEIVING PARTY DATA	
Name:	VICTORIA LINK LIMITED
Street Address:	ALAN MACDIARMID BUILDING
Internal Address:	KELBURN PARADE
City:	KELBURN, WELLINGTON
State/Country:	NEW ZEALAND
Postal Code:	6012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14001399
CORRESPONDENCE DATA	
Fax Number:	(650)327-3231
<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:	6503273400
Email:	ahamby@bozpat.com
Correspondent Name:	BOZICEVIC FIELD & FRANCIS LLP
Address Line 1:	1900 UNIVERSITY AVE
Address Line 2:	STE 200
Address Line 4:	EAST PALO ALTO, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	CATA-001
NAME OF SUBMITTER:	MICHAEL B. RUBIN
SIGNATURE:	/Michael B. Ruben, Reg. No. 61231/
DATE SIGNED:	05/15/2015
Total Attachments: 6	
source=Deed of Assignment Callaghan Viclink Liverpool#page1.tif	
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DEED OF ASSIGNMENT OF JOINTLY HELD INTELLECTUAL PROPERTY

PARTIES

Callaghan Innovation Research Limited (formerly called Industrial Research Limited) registered in New Zealand under number 545472 (**Assignor**)

and

Victoria Link Limited, a wholly owned subsidiary of Victoria University of Wellington, registered in New Zealand under company number 540316 (**Assignee**)

and

University of Liverpool of The Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX, United Kingdom; (**Continuing Party**);

together referred to as the **Parties**.

BACKGROUND:

- A. Pursuant to the Callaghan Innovation Act 2012 Callaghan Innovation came into existence as a Crown entity for the purposes of section 7 of the Crown Entities Act 2004 with effect from 1 February 2013.
- B. Pursuant to section 16 of the Callaghan Innovation Act 2012 Industrial Research Limited was deemed to be a subsidiary of Callaghan Innovation.
- C. On 1 February 2013 Industrial Research Limited changed its name to Callaghan Innovation Research Limited.
- D. Under a Deed of Arrangement entered into on or about 26 February 2014, Callaghan Innovation Research Limited agreed to assign the Assigned IP to Victoria University of Wellington, or its wholly owned subsidiaries, with effect from 6 January 2014.
- E. In this deed the Parties wish to confirm that assignment and, to the extent necessary, assign the Assigned IP to Victoria Link Limited with the consent of the Continuing Party.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Assignee means Victoria Link Limited

Assigned IP means all right, title and interest held by the Assignor in:

- (a) the patent applications and registrations listed in Schedule 1;

- (b) all Intellectual Property Rights in, comprising, or that are related to, any invention that is the subject matter of the patent applications and registrations listed in Schedule 1; and
- (c) all other Intellectual Property Rights owned or held by or for the benefit of Callaghan Innovation Research Limited that are material to the Research Team, or that are otherwise rightly attributable or belonging to, or otherwise associated with, the Research Team or which it is established, during the Transfer Period, should be transferred to the University in accordance with the spirit and intent of this Deed.

Assignor means Callaghan Innovation Research Limited.

Continuing Party means the original party who will continue to be bound under the Deed of Assignment of Jointly Held Intellectual Property

Deed means this deed and all its schedules.

Deed of Arrangement means the Deed of Arrangement between Victoria University of Wellington, Callaghan Innovation Research Limited and Callaghan Innovation dated on or about 26 February 2014.

Effective Date means 6 January 2014 or such later date as the Parties may agree.

Intellectual Property Rights means all intellectual property rights and industrial property rights of any nature and anywhere whether conferred by statute, common law or equity, including, without limitation, all rights in any invention (including all rights in, or derived from, any patent applications or registrations), all copyright in any work and all rights in any trademark, design, database, circuit lay-out, know-how, trade secret, confidential information or right of confidence, including all such rights or similar rights in any invention, device, material data, drawing, sample, method, process, text, algorithm, schematic, software, hardware, firmware, get-up, any other original works or materials, or any component of the same, and any application to register the same, whether or not registered or capable of registration.

Research Team means the Carbohydrate Chemistry Team at Callaghan Innovation Research Limited or Callaghan Innovation.

Transfer Period means the period between the Effective Date up to and including 7 May 2014.

2. ASSIGNMENT

- 2.1 The Continuing Party hereby consents to the assignment and transfer to the Assignee of all the Assignor's estate and interest in the Assigned IP as at the Effective Date.
- 2.2 For good and valuable consideration, the receipt and sufficiency is hereby acknowledged by the Assignor, the Assignor hereby assigns and transfers to the Assignee all the Assignor's estate and interest in the Assigned IP on the Effective Date.

3. WARRANTIES

- 3.1 As at the Effective Date, the Assignor, to the best of its knowledge, warrants that:
 - (a) it is not aware of any existing breach by a third party of any of the Assigned IP;
 - (b) none of the Assigned IP breaches any third party Intellectual Property Rights; and

- (c) there are no likely, threatened or existing claims against the Assignor for breach or otherwise in relation to the Assigned IP.


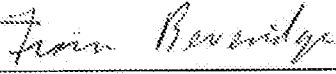
4. FURTHER ACTS

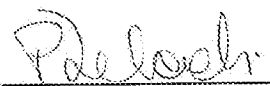
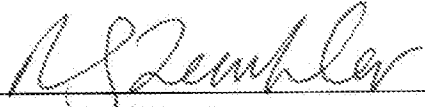
- 4.1 Without limiting any other provision of this Deed, the Assignor shall, at the request of the Assignee and by mutual consent of the Parties, execute and deliver any further documents, instruments or assurances and do all acts and things that the Assignee may reasonably require to carry out the assignment contemplated under this Deed.

5. GENERAL

- 5.1 A failure by a Party to enforce a provision of this Deed will not constitute a waiver of any right to future enforcement of that or any other provision.
- 5.2 If any part of this Deed is unenforceable, invalid or illegal, the other terms will remain in force.
- 5.3 No Party shall be liable for any default in its obligations under this Deed if that default arises from any cause reasonably beyond its control.
- 5.4 This Deed will be governed by New Zealand law and the Parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 5.5 The date of this Deed shall be the date that the last Party signed.

Executed as a Deed:

Signed by University of Liverpool:	
	
Witness Signature	Signature
<u>John Greer</u>	<u>Fran Beveridge</u>
Name of Witness	Name of authorised signatory
<u>Liverpool</u>	<u>Acting Executive Pro-Vice-Chancellor</u>
Location of Witness	Position of authorised signatory
<u>Provost / Executive Pro-Vice-Chancellor</u>	Date: <u>13/10/14</u>
Occupation of Witness	

Signed by Callaghan Innovation Research Limited:	
	
Witness Signature	Signature of Attorney
<u>Pauline Zumbach</u>	Name: Richard Templer
Name of Witness	Position: General Manager Research and Technical Services
<u>Wellington</u>	Date: <u>6 May</u> 2014
Location of Witness	
<u>Solicitor</u>	
Occupation of Witness	

Signed by Victoria Link Limited:	
	
Witness Signature	Signature
<u>Simone Smith</u>	<u>G.A. Todd</u>
Name of Witness	Name of authorised signatory
<u>Melburn Parade, Wellington</u>	<u>Managing Director</u>
Location of Witness	Position of authorised signatory
<u>Administration Manager</u>	Date: <u>21/11/12</u>
Occupation of Witness	

Schedule 1: Intellectual Property Rights

IP Ref: #9 & #10 - University of Liverpool

Title	Country	Status	Application No	Grant No	Grant Date
Oligosaccharide Compounds	Europe	Application	12754875.8		
Dendritic Cluster Compounds	New Zealand	PCT Application	NZ2013/000216		
Oligosaccharide Compounds	United States	Application	14/001,399		
Oligosaccharide Compounds	Japan	Application	tba		