

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF WESTERN AUSTRALIA	07/20/2012
RECEIVING PARTY DATA	
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Property Type	Number
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NAME OF SUBMITTER:	SHELLEY DANEK
SIGNATURE:	/Shelley Danek/
DATE SIGNED:	06/03/2015
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (hereinafter the "Assignment") is made and entered into this 20th day of July 2012 (the "Effective Date") by and between:

- (1) **THE UNIVERSITY OF WESTERN AUSTRALIA**, a body corporate established pursuant to the provisions of The University of Western Australia Act 1911 (Western Australia), of 35 Stirling Highway, Crawley, Western Australia 6009 ("Assignor"); and
- (2) **RAMIZ BOULOS** of 296 Sultana Rd East, Forrestfield, WA 6058 ("Assignee")

RECITALS

- (A) Whereas the Assignor owns and has applied for certain patent applications (the "Patent Applications") defined below in respect of the inventions disclosed in the Patent Applications (the "Inventions").
- (B) Whereas Assignor has agreed to assign to Assignee the Patent Applications and the Inventions disclosed therein as hereinafter set forth; and
- (C) Whereas Assignee desires to obtain all of Assignor's right, title and interest in and to the Patent Applications and Inventions.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions

- a. "Inventions" has the meaning given to it in Recital (A) above.
- b. "Patent Applications" means the International Patent Application PCT/AU2010/001709 filed on 21 December 2010 and published as WO/2011/075766 on 30th June 2011, the United States patent application Serial No. 13/517455, and the Australian patent application No. 2010336009, together with any further national applications, divisional applications, continuations-in-part and the like deriving from said international, regional or national patent application(s) in any country in the world.

2. Assignment of Patent Applications and Inventions. With effect as from the date of execution of this Agreement by both parties, the Assignor hereby assigns to Assignee all right, title and interest in and to the Inventions and the Patent Applications, and any patents granted thereon, and all rights associated therewith, including but not

limited to the right to apply for and obtain patents and similar forms of protections in respect of the Inventions and the Patent Applications throughout the world; the right to make any new application or applications in respect of any part or parts of the subject matter of any application or specification filed in connection with the Inventions and the Patent Applications; the right to claim priority from the Patent Applications; the right to bring proceedings for any previous infringement of the rights assigned by this Assignment; and the right to claim priority of the Patent Applications under the Paris Convention (as amended) in all countries and territories and to hold the same unto the Assignee.

3. License Grant. Assignee hereby grants to Assignor a fully paid up, irrevocable non-exclusive, royalty-free license to the Patent Applications and Inventions for internal research purposes only

4. Cooperation. Assignor shall reasonably cooperate with Assignee, at Assignee's sole discretion and expense, in executing all documents, instruments, and other papers and taking actions as necessary for Assignee to secure patent rights and as necessary to effect the transfer of all right, title and interest in and to the Patent Applications and the Inventions to Assignee, and to record and perfect title therein in the sole name of Assignee.

5. No Publicity. Neither party hereto shall identify the other party in any promotional advertising, press releases or other promotional materials to be disseminated to the public or any portion thereof without the express prior written consent of the other party. Assignee shall not use the name of Assignor or the name of any Assignor's directors, officers, employees, or agents, as applicable, or any trademark, service mark, trade name, or symbol of Assignor, without Assignor's express prior written consent.

6. Disclaimer of Warranties. THE PATENT APPLICATIONS ARE PROVIDED "AS IS" AND ASSIGNOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR REPRESENTATIONS AS TO THE PURITY, ACTIVITY, SAFETY, OR USEFULNESS OF THE INVENTION ASSIGNED TO ASSIGNEE UNDER THIS AGREEMENT OR FREEDOM FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. ASSIGNOR SHALL NOT BE LIABLE HEREUNDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE REMEDIES FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFIT.

7. No Liability. In no event shall Assignor have any liability of any kind in connection with any use of the Invention or any product or service which is based upon, derived from or incorporates the Invention by Assignee, its licensees or assigns.

8. Notices. Any notices or statements to be made under this Agreement shall be made as follows:

If to Assignor:

Name: Simon Handford
Title: Associate Director, Office of Industry & Innovation
University of Western Australia,
35 Stirling Highway, Crawley, WA 6009
Fax: +61 8 6488 2333

If to Assignee:

Name: Ramiz Boulos
Address: 296 Sultana Rd East, Forrestfield, WA 6058

Or at such other address later designated in writing by either party for such purposes. Such notices shall be effective upon receipt.

Notice will be deemed given:

- a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
- b) in the case of posting, three days after dispatch;
- c) in the case of facsimile, upon completion of transmission.

9. Choice of Law. This Agreement shall be interpreted and governed in accordance with the laws of Western Australia.

10. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the terms of the subject matter hereof and shall not be modified except by subsequent mutual written agreement.

11. Charges. All stamp duties and government charges arising out of or incidental to this Agreement are the responsibility of and payable by the Assignee.

IN WITNESS WHEREOF the parties hereto have executed this Assignment by their duly authorized officers as of the date and year first above written.

University of Western Australia

By: 

Name: PETER CURTIS

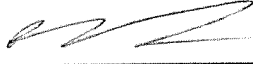
Title: REGISTRAR

Ramiz Boulos

By: 

Name: RAMIZ A. BOULOS

Title: DR

Before : 
(signature of witness)

Name: Ben Edwards
(print name of witness)