

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
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CONVEYING PARTY DATA	
Name	Execution Date
MACFARLANE BURNET INSTITUTE FOR MEDICAL RESEARCH AND PUBLIC HEALTH LTD	07/14/2014
HEPGENICS PTY LTD	07/14/2014
RECEIVING PARTY DATA	
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City:	HONG KONG
State/Country:	CHINA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11604169
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

Macfarlane Burnet Institute for Medical Research and Public Health Ltd

And

Hepgenics Pty Ltd

And

Biopoint Hong Kong Limited

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made on the 14th day of July 2014

Between

THE MACFARLANE BURNET INSTITUTE FOR MEDICAL RESEARCH AND PUBLIC HEALTH LTD ACN 007 349 984 of 85 Commercial Road, Melbourne in the State of Victoria (in this Deed called "Burnet")

and

HEPGENICS PTY LIMITED ACN 104 360 714 of 85 Commercial Road, Melbourne in the State of Victoria (in this Deed called "Hepgenics")

and

BIOPOINT HONG KONG LIMITED of 20 Pedder Street, Central Hong Kong (in this Deed called "Biopoint Hong Kong")

BACKGROUND

A. Burnet and Hepgenics own the Intellectual Property.

B. Burnet and Hepgenics have agreed to assign the Intellectual Property to Biopoint Hong Kong.

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Assignment Fee means \$10.00 AUD.

Biopoint Hong Kong Limited means Biopoint Hong Kong Limited, established in Hong Kong on February 18 2014.

Intellectual Property means any and all:

(a) patent application entitled Method of Diagnosis and Kits Therefor filed on November 22 2006, Application No.US2006000604169 (No. 11/604,169) and Patent Number US7,785,773;

(b) all patent applications (including foreign applications) that are filed or may later be filed based on or corresponding to the application in (a);

(c) all divisional and continuation, in whole or in part, applications and reissue applications based on any of the foregoing patent applications;

(d) all issued and unexpired patents resulting from any application in (a), (b), or (c) above;

(e) all issued and unexpired reissue, re-examination, renewal, or extension patents that may be based on any such patents;

(f) any invention or discovery; manner, method or process of manufacture; method or

- principle of construction; chemical composition or formulation; biological material; or scientific, technical or engineering information or document which is encompassed in the patents referred to in paragraphs (a) to (e);
- (g) current and future registered and unregistered rights in respect of copyright, designs, semiconductor or circuit layouts, trade marks, trade names, business names, trade secrets, know-how, confidential information, patents, inventions as discoveries;
- (h) other rights of a similar nature arising (or capable of arising) under statute or at common law in the Commonwealth of Australia or anywhere else in the world; and
- (i) other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967; that relates to the patent referred to in (a).

1.2 Interpretation

- (a) A reference to a party to this Deed includes a reference to that party's executor, administrator, heirs, successors, permitted assigns, guardian, and trustee in bankruptcy, all of whom, respectively, are bound by the provisions of this Deed.
- (b) Headings in this Deed are inserted for guidance only, and shall not affect the meaning and interpretation of the remaining provisions of this Deed.
- (c) Words in this Deed importing the singular number or plural number shall include the plural number and singular number respectively.
- (d) Words in this Deed importing persons include all persons, entities and associations, including companies, trusts, bodies corporate, statutory bodies, partnerships, and joint venturers.
- (e) Where a word or phrase is given a particular meaning in this Deed, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (f) A reference to an amount of currency is a reference to that amount in Australian dollars.
- (g) Where a party to this Deed is more than one person the covenants and obligations on their part contained in this Deed are binding upon each of them jointly and severally.
- (h) The word "including" is not a word of limitation.
- (i) If an act must be done on a day on which banks are not ordinarily open for business at the place where that act must be done, that act must be done on the immediately following day that banks are ordinarily open for business at that place.
- (j) A reference to any statute is a reference to that statute, as amended and in force from time to time.

2. ASSIGNMENT

Burnet and Hepgenics assign all of Burnet's and Hepgenics' right title and interest, respectively, in and to the Intellectual Property, to Biopoint Hong Kong.

3. FURTHER ASSURANCE

(a) Burnet and Hepgenics must on demand by Biopoint Hong Kong perform all such acts and execute all such agreements, assurances and other documents and instruments as Biopoint Hong Kong reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this Deed or to give full force and effect to, or facilitate the performance of, the transactions provided for in this Deed.

(b) Without limiting the generality of paragraph (a), Biopoint Hong Kong may require Burnet and/or Hepgenics to sign a document in favour of a successor in title of Biopoint Hong Kong, in lieu of a document in favour of Biopoint Hong Kong.

4. ASSIGNMENT FEE

- (a) Biopoint Hong Kong must pay to Burnet and Hepgenics the Assignment Fee.
- (b) Concurrently with the execution of this Deed, Biopoint Hong Kong must provide evidence of payment of the Assignment Fee.

5. DISCLOSURE AND USE OF INTELLECTUAL PROPERTY

- (a) Burnet and Hepgenics must
 - (i) maintain the Intellectual Property in strictest confidence;
 - (ii) not disclose the Intellectual Property to any person without the prior written consent of Biopoint Hong Kong; and
 - (iii) subject to paragraph (b), not use the Intellectual Property in any way without the prior written consent of Biopoint Hong Kong.
- (b) Paragraph (a) ceases to apply to such part of the Intellectual Property as has entered or enters the public domain after the date of this Deed, other than by a breach of this Deed by Burnet and/or Hepgenics.

6. WARRANTIES AND INDEMNITY

6.1 Warranties

Burnet and Hepgenics warrant to Biopoint Hong Kong that:

- (a) Burnet and Hepgenics own all of the Intellectual Property both legally and beneficially;
- (b) the Intellectual Property is not encumbered, mortgaged, or charged in any way, nor subject to any lien;
- (c) there is no litigation pending in respect to the Intellectual Property, and there is no claim or demand that has been received from any person in relation to the Intellectual Property
- (d) Burnet and/or Hepgenics are not subject to any obligation of confidence (other than to the Assignee) in relation to the Intellectual Property;
- (e) no license or right of any type whatsoever has been granted in respect of the Intellectual Property by Burnet and/or Hepgenics;
- (f) no option to purchase or option to license has been granted in respect of the Intellectual Property by Burnet and/or Hepgenics;
- (g) except as disclosed by Burnet and Hepgenics to Biopoint Hong Kong, and except for this Deed, neither Burnet or Hepgenics have entered into any deed, contract, arrangement or understand dealing in any way with the Intellectual Property.

6.2 Other Warranties

Burnet and Hepgenics warrant that:

- (a) Burnet and Hepgenics have the legal right and power to enter into this Deed;
- (b) Burnet and Hepgenics have full legal capacity and power to enter into this Deed and to carry out the transactions that this Deed contemplates; and
- (c) the execution of this Deed has been duly and validly authorised by all necessary corporate action on behalf of Burnet and Hepgenics.

6.3 Indemnity

Burnet and Hepgenics indemnifies Biopoint Hong Kong from and against any loss or damage or any action, claim, proceeding, judgment or demand made by any person against Biopoint Hong Kong in the event that, and to the extent that any such loss or damage or any such action, claim, proceeding, judgment or demand relates to or arises from the breach of any of the warranties made by Burnet and/or Hepgenics, as qualified by this Deed.

7. NO OTHER WARRANTIES

7.1 Acknowledgments

Each party acknowledges that:

- (a) except for such warranties on the part of Burnet and Hepgenics as are expressly set out in this Deed there are no other terms or warranties binding upon Burnet and/or Hepgenics or between Burnet, Hepgenics and Biopoint Hong Kong;
- (b) Burnet and/or Hepgenics have not made, nor has any person on behalf of the Burnet and/or Hepgenics made any term, warranty, undertaking, or understanding whatsoever that is not expressly set out in this Deed;
- (c) to the full extent permitted by law, there are no statutory warranties binding upon Burnet and/or Hepgenics; and
- (d) no representation or promise of any description, not expressly included in this Deed, was made before this Deed was entered into by the Assignee.

7.2 No other warranties

Biopoint Hong Kong acknowledges that Burnet and Hepgenics have not made and do not make any warranty or representation whatsoever as to:

- (a) the safety of the Intellectual Property
- (b) the commercialisation of the products derived from the Intellectual Property;
- (c) the marketability of such products;
- (d) the profits or revenues that may result from the commercialisation of such

products;

(e) the commercialisation prospects of any part of the Intellectual Property

(f) whether any patent application may be granted,

and in all such respects, Biopoint Hong Kong relies upon its own due diligence, its own inquiries, and its own judgment.

8. RELEASE AND INDEMNITY

8.1 Release

(a) Biopoint Hong Kong releases Burnet and Burnet's officers, employees and agents and Hepgenics and Hepgenics' officers, employees and agents from and against all actions, claims, proceedings or demands in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the exploitation and use of the Intellectual Property, and any products derived from the Intellectual Property.

(b) To the full extent permitted by law, Burnet and/or Hepgenics will not be liable to Biopoint Hong Kong for any special, indirect or consequential damages, including consequential financial loss arising out of the exploitation and use of the Intellectual Property, or any products derived from the Intellectual Property.

8.2 Indemnity

(a) Biopoint Hong Kong indemnifies and shall continue to indemnify Burnet and Burnet's officers, employees and agents and Hepgenics and Hepgenics' officers, employees and agents from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the exploitation and use of the Intellectual Property, and any products derived from the Intellectual Property.

(b) The obligation to indemnify Burnet and Burnet's officers, employees and agents and Hepgenics and Hepgenics' officers, employees and agents set out in paragraph (a) is a continuing obligation separate and independent of other obligations in this Deed.

9. GENERAL

9.1 Counterparts

This Deed may be executed in separate counterparts, and all those counterparts together constitute one Deed.

9.2 Legal Costs

Each party shall be responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this Deed.

9.3 Warranty of Authority

Where this Deed is signed by a person for and on behalf of a party to this Deed, that

person:

(a) warrants that the person is the authorised agent of that party with express authority to enter into and sign this Deed for and on behalf of that party, and thereby to bind that party to the obligations upon that party contained in this Deed; and

(b) acknowledges that the other parties to this Deed would not have entered into this Deed but for the warranty of authority contained in paragraph (a).

9.4 Whole Agreement

The parties acknowledge that solely in relation to the subject matter of this Deed:

(a) this Deed merges all discussions between the parties, up to the date of this Deed;

(b) the whole of the agreement between the parties is contained in this Deed; and

(c) there are no agreements, understandings, other terms whether express or implied, or collateral agreements in force or effect between the parties that are not contained in this Deed.

9.5 Variations

No variation to this Deed shall be binding upon the parties unless that variation is in writing, and is signed by all the parties to this Deed.

9.6 Waiver

(a) No failure or delay of any party to exercise any right given pursuant to this Deed or to insist on strict compliance by any other party of any obligation in this Deed shall constitute a waiver of any party's rights to demand exact compliance with the terms of this Deed.

(b) Waiver by any party of any particular default by any other party shall not affect or prejudice each party's right in respect of any prior or subsequent default of the same or of a different nature.

(c) Any delay or omission by any party to exercise any right arising from any default shall not affect or prejudice that party's right in respect to such a default or any subsequent default or the continuance of any default.

(d) Any waiver shall be an effective waiver only if the waiver is expressly set out in writing and signed by the party making the waiver.

9.7 Applicable Law

(a) The parties agree that this Deed is made and entered into in the State of Victoria in Australia.

(b) The parties agree to submit themselves to the non-exclusive jurisdiction of the laws in force for the time being in Victoria.

(c) The parties agree to submit themselves to the non-exclusive jurisdiction of the Courts in Victoria.

9.8 Severance

If it is held by a court that:

(a) any part of this Deed is or would be void, voidable, illegal or unenforceable; or

(b) the application of any part of this Deed to any person or circumstances shall be or become invalid or unenforceable unless any part of this Deed were severed from this

Deed, that part shall be severable and shall not affect the continued operation of the remaining terms of this Deed.

SIGNATURES OF PARTIES

SIGNED SEALED AND DELIVERED
for **MACFARLANE BURNET**
INSTITUTE FOR MEDICAL
RESEARCH AND PUBLIC HEALTH LTD
in the presence of

)
)
)
)

Signature 

Signatory print full name **DAVID ANDERSON**

Signature of witness 

Witness print full name **LISA RENKIN**

SIGNED SEALED AND DELIVERED
for **HEPGENICS PTY LTD**
in the presence of

)
)
)
)

Signature 

Signatory print full name **DAVID ANDERSON**

Signature of witness 


Witness print full name **LISA RENKIN**

SIGNED SEALED AND DELIVERED
for **BIOPPOINT HONG KONG LIMITED**
in the presence of

)
)
)

Signature 

Signatory print full name **GEOFF JENKAHN**

Signature of witness 

Witness print full name **LISA RENKIN**