## 503406995 07/24/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3453629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MONASH UNIVERSITY	07/23/2015

#### **RECEIVING PARTY DATA**

Name:	MEDICINES FOR MALARIA VENTURE		
Street Address:	INTERNATIONAL CENTER COINTRIN (ICC) BUILDING		
Internal Address:	ROUTE DE PRE-BOIS 20		
City:	COINTRIN GENEVE		
State/Country:	SWITZERLAND		
Postal Code:	1216		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13499031

#### **CORRESPONDENCE DATA**

**Fax Number:** (352)372-5800

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.

**Phone:** 3523758100

**Email:** fce@slepatents.com

**Correspondent Name:** FRANK C. EISENSCHENK, PH.D.

Address Line 1: P.O. BOX 142950

Address Line 4: GAINESVILLE, FLORIDA 32614-2950

ATTORNEY DOCKET NUMBER:	R.C.146	
NAME OF SUBMITTER:	FRANK C. EISENSCHENK, PH.D.	
SIGNATURE: /FRANK C. EISENSCHENK/		
DATE SIGNED:	07/24/2015	

**Total Attachments: 3** 

source=2FH8495#page1.tif source=2FH8495#page2.tif

source=2FH8495#page3.tif

PATENT 503406995 REEL: 036176 FRAME: 0802

## **ASSIGNMENT AGREEMENT**

This Assignment Agreement is made on 16 July 2015 by and between:

**MONASH UNIVERSITY**, a body corporate established under the Monash University Act 1958 (Victoria) through the Department of Pharmaceutics within its Victorian College of Pharmacy, having a place of business at 381 Royal Parade, Parkville, Victoria 3052, Australia ("MONASH");

and

**MMV MEDICINES FOR MALARIA VENTURE** ("MMV"), a not-for-profit Swiss foundation with its office at the International Center Cointrin (ICC) Building, Route de Pré-Bois 20, 1216 Cointrin Genève , Switzerland.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, MONASH does hereby sell, assign and transfer to MMV (hereinafter referred to as the "ASSIGNEE"), all of its right, title and interest for all countries of the world in and to

(1) all inventions and discoveries described in the provisional or non-provisional patent application(s) entitled:

ANTI-MALARIAL AGENTS THAT ARE INHIBITORS OF DIHYDROOROTAE DEHYDROGENASE

PCT Application Number: PCT/US2010/050532

Filing date: 28.09.2010 Publication date: 07.04.2011 Priority Date: 29.09.2009 Priority Number: US/61/246.863

Inventors: Pradipsinh RATHOD, David FLOYD, Jeremy BURROWS, Alka MARWAHA, Ramesh

GUJJAR, Jose COTTERON-LOPEZ, Margaret PHILLIPS, Susan CHARMAN and David

**MATTHEWS** 

(2) the application(s) identified in paragraph (1), and all applications claiming priority from such application(s), directly or indirectly, including all national stages of any international patent application(s);

- (3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of ASSIGNEE or their designees, or on behalf or in the name(s) of the inventor(s) of said inventions and discoveries, at ASSIGNEE's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional application(s) identified in paragraphs (1) or (2);
- (4) all rights to claim priority from any of the applications referred to in paragraphs (1),(2), and (3) or from any application from which any of the applications referred to in paragraphs(1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the

PATENT REEL: 036176 FRAME: 0803 Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

- (5) all continuations, continuations-in-part, and divisionals of any United States patent application(s) or international patent application(s) designating the United States, any national stages of any international application(s), and any other patent application(s) described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals:
- (6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;
- (7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;
- (8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by MONASH if this sale, assignment and transfer had not been made.
- (9) all data relevant to the invention(s) described in the application referred to in paragraph 1.

MONASH hereby covenants and agrees that it will, at any time, (i) upon the request, but at the expense, of ASSIGNEE, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in ASSIGNEE, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of ASSIGNEE execute all additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of ASSIGNEE

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such

PATENT REEL: 036176 FRAME: 0804 provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

This Assignment shall be governed by the laws of England. If a dispute arises between the parties concerning any right or duty under this Agreement, then the parties will confer, as soon as practicable, in an attempt to resolve the dispute. If the parties are unable to resolve the dispute amicably, then the dispute shall be referred to arbitration under the WIPO Arbitration Rules. The seat of the arbitration shall be London and the language English.

This Assignment is effective as from the earliest priority date as stated above.

MONASH				
Executed this		day of	, 20	•
80 W				
Name: WILL	IAM N. CHA	RNAN		
Position: DEA	AN-FACULTY OF	PHARMACY AN	D PHARMACEUTICA	AL SCIENCES
MMV MEDICIN	NES FOR MALAF	RIA VENTURE		
Executed this	23 td da	ay of July	, 20 <u></u>	<u>5</u> .
_ W	inth. 1			
Name:	Sylvie Fonteilles-I	Drahak		
Position:	Executive Vice Pro	esid <b>ent</b>		
Aus	lre-form	zhi-		•
Name:	CFO M	1		
Position:	ANDREA	BUSCAGL	!A	

RECORDED: 07/24/2015

**PATENT** 

REEL: 036176 FRAME: 0805