

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3575821

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUNYETTE PTY LTD	06/23/2014
RECEIVING PARTY DATA		
Name:	NEUCLONE BIOLOGICS PTY LTD	
Street Address:	AUSTRALIAN TECHNOLOGY PARK, NATIONAL INNOVATION CENTRE	
Internal Address:	4 CORNWALLIS STREET	
City:	EVELEIGH, NSW	
State/Country:	AUSTRALIA	
Postal Code:	2015	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14773287
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:	weissenberger@bozpat.com	
Correspondent Name:	RUDY J. NG	
Address Line 1:	1900 UNIVERSITY AVE.	
Address Line 2:	SUITE 200	
Address Line 4:	PALO ALTO, CALIFORNIA 94303	
ATTORNEY DOCKET NUMBER:	RICE-181	
NAME OF SUBMITTER:	RUDY J. NG	
SIGNATURE:	/Rudy J. Ng, Reg. No. 56741/	
DATE SIGNED:	10/19/2015	
Total Attachments: 3		
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IP Assignment Agreement

This Agreement was made on 23 June 2014.

BETWEEN: **Sanyette Pty Ltd** of Australian Technology Park, National Innovation Centre, 4 Cornwallis Street, Everleigh NSW 2015 ("the Assignor")

AND: **NeuClone Biologics Pty Ltd** (ABN 600 282 228) of Australian Technology Park, National Innovation Centre, 4 Cornwallis Street, Everleigh NSW 2015 ("the Assignee").

Background

- A. ASSIGNOR has agreed to assign intellectual property listed in Schedule 1 to ASSIGNEE; and
- B. ASSIGNEE has agreed to pay a fee in consideration for this assignment

Terms and Conditions

1. The following definitions apply to this Agreement:

"IP" includes rights in all jurisdictions relating to: literary, artistic and scientific work, invention, scientific discovery, patent (granted or pending), industrial designs (registered or unregistered), trademarks and service marks (registered and unregistered), and commercial or business names, and all other rights resulting from intellectual activity in the industrial, scientific, literary fields but excluding good will.

"Parties" means ASSIGNOR and ASSIGNEE;

"Party" means either ASSIGNOR or ASSIGNEE; and

"Schedule 1" means the schedule attached to this Agreement titled "Schedule 1 -- List of IP to be Assigned";

2. The following interpretations apply to this Agreement:

- a. Words importing the singular number or plural number will include the plural number or the singular number respectively;
- b. The word "including" is not a word of limitation; and
- c. A reference to an amount of money is a reference to that amount of money in Australian dollars;

3. ASSIGNOR assigns to ASSIGNEE upon execution of this Agreement --
 - a) ASSIGNOR's entire rights, title and interest in the IP listed in Schedule 1 ("the Assignment");
4. ASSIGNEE will pay \$1 to ASSIGNOR in consideration for the Assignment upon execution of this Agreement the sufficiency of which is hereby agreed.
5. ASSIGNOR makes no warranties to nor gives any guarantees to ASSIGNEE regarding the market value, quality, character, status, nature or scope of the IP listed in Schedule 1 of the IP the subject matter of the Assignment
6. ASSIGNEE will record all assignments made under this Agreement with the relevant authorities and government bodies around the world at ASSIGNEE's expense.
7. If it is held by a court, tribunal or arbitrator that:
 - a. any part of this Agreement is or would be void, voidable, illegal or unenforceable; or

b. the application of any part of this Agreement to any person or circumstance will be or become invalid or enforceable;

unless any part of this Agreement were severed from this Agreement, that part will be severable and will be severable and will not affect the other clauses or the entirety of this Agreement.

8. This Agreement is made and entered into in the State of New South Wales in Australia.

9. The Parties will submit themselves to the non-exclusive jurisdiction of the laws in force and the courts in New South Wales.

Signed and executed as an Agreement:

SIGNED for
Assignor
In the presence of:

)
)
)
)


Signature

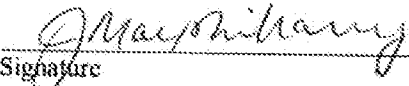
NOELLE SUNSTROM
Signatory Full Name (Print)


Signature of Witness

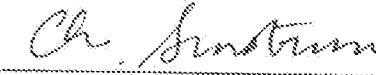
Charles Sunstrom
Witness Full Name (Print)

SIGNED for
Assignee
In the presence of:

)
)
)
)


Signature

J. MAPPIAHANY
Signatory Full Name (Print)


Signature of Witness

Charles Sunstrom
Witness Full Name (Print)

Schedule 1 – List of IP to be Assigned

1. All copyright relating to any and all printed or electronic media relating to NeuCHO cell line and any products thereof
2. All patents and patent applications in the name of Assignor relating to NeuCHO cell lines and specifically including all patents and patent applications claiming priority from the following patent applications:
 - Australian Provisional Patent App 2013900809
 - Australian Provisional Patent App 2013900808
 - Australian Provisional Patent App 2013900804
3. The following trademarks and trademark applications and applications claiming priority from these applications:
 - NEUCLONE
 - NEUCLONE & LOGO
 - NEUCHO
 - NEUTRONICS
 - NeuMAX
 - NeuGRO
 - pNeuMAB
4. Knowhow relating the NeuCHO cell line and products produced thereof
5. Improvements and modifications made to the NeuCHO Cell Line also including but not limited to expression vectors to be used with NeuCHO Cell Line
6. Confidential Information including, but not limited to, manuals, documentations, instructions relating to the manufacturing of NeuCHO cell line, lineage data of cell line cultures, cell culture media recipes, documentation necessary for therapeutic drug regulatory approval.