

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3657075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UATC PTY LTD	04/16/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TENASITECH PTY LTD
<b>Street Address:</b>	LEVEL 7, GP SOUTH (BUILDING 78)
<b>Internal Address:</b>	STAFF HOUSE ROAD, THE UNIVERSITY OF QUEENSLAND
<b>City:</b>	BRISBANE, QUEENSLAND
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	4072
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14895907
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>	
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<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR LLP
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<b>ATTORNEY DOCKET NUMBER:</b>	DAVI532.001APC
<b>NAME OF SUBMITTER:</b>	CHE SWYDEN CHERESKIN, PH.D.
<b>SIGNATURE:</b>	/Che S. Chereskin/
<b>DATE SIGNED:</b>	12/14/2015
<b>Total Attachments: 11</b>	
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**DEED OF ASSIGNMENT**

**UATC PTY LTD**

**and**

**TENASITECH PTY LTD**

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS DEED** is made on the 16th day of April two thousand and fourteen

**BETWEEN** UATC PTY LTD ACN 125 152 570 of Level 7, GP South (Building 78), Staff House Road, The University of Queensland, Brisbane, in the State of Queensland, 4072 (in its capacity as trustee of the UniQuest Asset Trust established by a deed made on 12 December 2006), (in this Agreement called "the Assignor")

**AND** TENASITECH PTY LTD ACN 126 593 977 of Level 7, GP South (Building 78), Staff House Road, The University of Queensland, Brisbane, in the State of Queensland, 4072 (in this Agreement called "the Assignee")

### BACKGROUND

- A. The Assignor is the legal and beneficial owner of the Intellectual Property.
- B. The Assignor has agreed to assign the Intellectual Property to the Assignee on the terms and conditions of this Deed.

### THIS DEED PROVIDES

## 1. DEFINITIONS AND INTERPRETATION

### 1.1.1 Definitions

In this Deed:

**Assignment Fee** means the sum of \$10.00;

**Confidential Information:**

- (a) means a fact, data, an opinion, a secret, an idea, a process, a methodology, know how, a model, a formulation communicated by one party to another and at the time of communication identified as Confidential Information by the Discloser; and
- (b) includes copies of the Confidential Information, whether such copies are tangible copies, or stored by any electronic or computer assisted medium, including disk, diskette, or tape or stored in any other manner whatsoever;

**Improvements** means:

- (a) all developments of, improvements to, additions to or alterations to the IP as at the date of this Deed;
- (b) made or contributed to by those of University's employees who contributed to the IP (but only whilst those University employees remain employed by the University); and
- (c) which do not satisfy the requirements for the grant of a separate patent in the United States;

**Intellectual Property** means the IP and the Improvements;

**IP** means:

(a) The following:

Country	Application Type	Application Basis	Application Number	Date Filed	Application Status	Publication/Grant Number	Date Granted
<b>IP Family Title: Polymer composite (5 records)</b>							
Australia	Provisional	Non-convention	2004904919	30/08/2004	Expired - End of Life (Dead)	-	-
Australia	Complete - Standard	National Phase Entry	2005279677	21/02/2007	Granted/Issued	2005279677	9/12/2010
Canada	Complete - Standard	National Phase Entry	2578543	27/02/2007	Granted/Issued	2578543	14/08/2012
United States of America	Complete - Standard	National Phase Entry	11/575750	21/03/2007	Granted/Issued	8293812	23/10/2012
Patents Cooperation Treaty (PCT)	Complete - Standard	Convention/Complete after Provisional	PCT/AU2005/000718	19/05/2005	Expired - End of Life (Dead)	WO/2006/024068	-
<b>IP Family Title: Polymer composites having particles with mixed organic modifications (5 records)</b>							
Australia	Provisional	Non-convention	2008901854	15/04/2008	Expired - End of Life (Dead)	-	-
Australia	Complete - Standard	National Phase Entry	2009238210	12/11/2010	Examination	-	-
European Patent Convention	Complete - Standard	National Phase Entry	9732468.5	12/11/2010	Application Filed	2271707	-
United States of America	Complete - Standard	National Phase Entry	12/937893	14/10/2010	Granted/Issued	8633261	-
Patents Cooperation Treaty (PCT)	Complete - Standard	Convention/Complete after Provisional	PCT/AU2009/000464	15/04/2009	Expired - End of Life (Dead)	WO/2009/127000	-
<b>IP Family Title: Nanoparticles in host polymers (1 record)</b>							
Australia	Provisional	Non-convention	2013902050	6/06/2013	Application Filed	-	-

- (b) all patent applications (including foreign applications) that are filed or may later be filed based on or corresponding to the applications 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; and
- (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), but excludes the copyright subsisting in any Student Thesis;

**Proposed Publication** means:

- (a) a manuscript or abstract intended for publication;
- (b) a paper or abstract intended to be orally presented; or
- (c) any poster presentation,

that relates to any matter concerning the Intellectual Property, or the Confidential Information;

**Student Thesis** means a thesis by a student that is required to be examined to complete academic requirements for the making of an academic award, that refers to or contains any part of the Intellectual Property.

**University** means the University of Queensland.

## 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.

## 1.3 Capacity of UATC

- (a) The parties acknowledges that UATC enters into this document in its capacity as trustee of the UniQuest Asset Trust established by a deed made on 12 December 2006 and not in a personal capacity.
- (b) The parties agree that the liability of UATC to each other party or their agents or to any other person under or arising out of this document is limited to the amount that UATC is properly entitled to receive in the exercise of its rights of indemnity from the UniQuest Asset Trust except where UATC has lost its right of indemnity from the UniQuest Asset Trust or its right to receive any proceeds from its trustee indemnity insurance policy as a result of UATC's breach of duty, breach of trust or fraud.

## 2. ASSIGNMENT

- (a) The Assignor assigns the Intellectual Property to the Assignee.
- (b) The Assignor assigns to the Assignee the Assignor's right to sue for and recover damages and other relief in relation to any infringement of the Intellectual Property that may have occurred before the date of this Deed.
- (c) The Assignee grants to the Assignor a perpetual, non exclusive licence to use the Intellectual Property for research purposes, and to grant a non exclusive licence to the University of Queensland and its research collaborators to use the Intellectual Property for research purposes.
- (d) The Assignor must on demand by the Assignee perform all such acts and execute all such agreements, assurances and other documents and instruments as the Assignee 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.
- (e) Without limiting the generality of paragraph (d), the Assignor must sign all such documents as shall be required to assign to the Assignee all patent applications pending, and all patents granted, that relate in any way to the Intellectual Property.

- (f) Without limiting the generality of paragraph (d), the Assignee may require the Assignor to sign a document in favour of a successor in title of the Assignee, in lieu of a document in favour of the Assignee.

### **3. TERMINATION OF LICENCES**

The agreements between the parties by which the Assignor licensed the Intellectual Property to the Assignee (as varied), are hereby merged with the Intellectual Property, and hereby terminated.

### **4. ASSIGNMENT FEE**

- (a) The Assignee must pay to the Assignor the Assignment Fee.
- (b) The Assignment Fee is exclusive of goods and services tax.
- (c) Upon the date of this Deed, the Assignor shall provide to the Assignee an invoice for Assignment Fee, and for the goods and services tax applicable, that complies with the requirements of the A New Tax System (Goods and Services Tax) Act 1999.
- (d) The Assignee must pay the invoice referred to in paragraph (c) on the date of this Deed.
- (e) This Deed is effective whether or not paragraphs (a) to (d) are complied with.

### **5. DISCLOSURE AND USE OF INTELLECTUAL PROPERTY**

Subject to the Assignor's rights to research set out in paragraph 2(c) and right to publish set out in clause 5A, the Assignor must:

- (a) maintain the Intellectual Property in strictest confidence;
- (b) not disclose the Intellectual Property to any person without the prior written consent of the Assignee; and (c) not use the Intellectual Property in any way without the prior written consent of the Assignee.

#### **5A. PUBLICATIONS**

##### **5A.1 Publications to be provided to TenasiTech**

UATC must serve upon TenasiTech a copy of any Proposed Publication.

##### **5A.2 TenasiTech may object to publication**

TenasiTech may, within 30 days of a Proposed Publication being served upon it, object to the publication of the Proposed Publication.

##### **5A.3 When UATC may authorise publication**

UATC may publish or authorise the publication of a Proposed Publication if:

- (a) the contents of the Proposed Publication is the subject of a patent that has issued;
- (b) the contents of the Proposed Publication is the subject of:
  - (i) an application for a patent pursuant to the Patent Cooperation Treaty 1970, that has been lodged; or
  - (ii) a national phase patent application that has been lodged;

- (c) the Proposed Publication was served upon TenasiTech in accordance with clause 5A.1, and TenasiTech informs UATC that it does not object to its publication;
- (d) the Proposed Publication was served upon TenasiTech in accordance with clause 5A.1, but TenasiTech did not object to publication within the time required by clause 5A.2; or
- (e) the Proposed Publication was served upon TenasiTech in accordance with clause 5A.1, TenasiTech objects to publication within the time required by clause 5A.2, and a period of three calendar months elapses from the date of TenasiTech's objection.

#### **5A.4 Patent Applications**

If clause 5A.3(e) applies, the parties will use their reasonable efforts to ensure that the contents of a Proposed Publication is protected by the lodging of a provisional patent application within the time mentioned in that clause.

#### **5A.5 Student Thesis**

A Student Thesis shall be a Proposed Publication, and shall be dealt with in accordance with clauses 5A.1 to 5A.4.

#### **5A.6 Examination of Student Thesis**

- (a) Within the time mentioned in clause 5A.2, TenasiTech may notify UATC that it requires any examination of a Student Thesis to be undertaken by examiners bound by obligations of confidentiality.
- (b) If TenasiTech does not notify UATC that it requires any examination of a Student Thesis to be undertaken by examiners bound by obligations of confidentiality, UATC may permit:
  - (i) the examination of the Student Thesis; and
  - (ii) the deposit of the Student Thesis in any library.
- (c) If TenasiTech notifies UATC that it requires any examination of a Student Thesis to be undertaken by examiners bound by obligations of confidentiality, UATC must ensure that:
  - (i) the examination of the Student Thesis is undertaken by examiners who are bound by obligations of confidentiality; and
  - (ii) the deposit of the Student Thesis in any library is deferred until one of the events in clause 5A.3 occurs.

#### **5A.7 Proposed Publications and TenasiTech's Confidential Information**

A Proposed Publication and a Student Thesis must not contain any Confidential Information belonging to TenasiTech.

### **5B. INTELLECTUAL PROPERTY OPTION**

In the event of a winding up or liquidation of TenasiTech, TenasiTech agrees to offer UATC and/or UniQuest Pty Limited a first option to acquire the Intellectual Property. Both parties agree to act reasonably in any discussions regarding acquisition of the Intellectual Property

## **6. WARRANTIES AND INDEMNITY**

### **6.1 Warranties**

The Assignor warrants to the Assignee that:

- (a) the Assignor solely owns the whole 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) the Intellectual Property does not infringe any rights of any person;



- (d) the Assignor is not aware of any litigation pending in respect to the Intellectual Property, nor any claim or demand from any person in relation to the Intellectual Property;
- (e) without limiting the generality of the foregoing, Intellectual Property does not:
  - (i) infringe any patent granted anywhere in the world as at the date of this Deed; or
  - (ii) infringe any patent application that is pending anywhere in the world as at the date of this Deed;
- (f) the disclosure of the Intellectual Property by the Assignor to the Assignee will not infringe any right of confidentiality or proprietorship of another person;
- (g) the Assignor is not subject to any obligation of confidence (other than to the Assignee) in relation to the Intellectual Property;
- (h) no licence or right of any type whatsoever has been granted in respect of the Intellectual Property by the Assignor, other than a licence of the Intellectual Property by the Assignor to the Assignee, and other than a licence for research purposes to The University of Queensland;
- (i) no option to purchase or option to licence has been granted in respect of the Intellectual Property by the Assignor, other than an option by the Assignor to the Assignee; and
- (j) the Assignor has not otherwise entered into any deed, contract, arrangement or understanding dealing in any way with the Intellectual Property.

## 6.2 Qualifications upon warranties

- (a) The warranties in clause 6.1(a), (c), (e), and (f) are made by the Assignor to the best of its actual knowledge, without having searched in every patent database in the world, and are made subject to:
  - (i) anything that might be discovered from such a search;
  - (ii) any research or other work being undertaken by any person, which may be concerned with the same subject matter as the Intellectual Property, of which it is not aware; and
  - (iii) written disclosures made by UATC to Tenasitech prior to the date of this Agreement
- (b) The warranties in clause 6.1(a), (c), (d), (e), and (f) are made by the Assignor as at the date of the license by which the Assignor licensed the Intellectual Property to the Assignee, and are not made as at the date of this Deed, and the remaining warranties are made as at the date of this Deed.

## 6.3 Indemnity

The Assignor indemnifies the Assignee from and against any loss or damage or any action, claim, proceeding, judgment or demand made by any person against the Assignee 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 the Assignor in clause 6.1, as qualified by clause 6.2.

## **7. NO OTHER WARRANTIES**

### 7.1 Acknowledgments

Each party acknowledges that:

- (a) except for such warranties on the part of the Assignor as are expressly set out in this Deed there are no other terms or warranties binding upon the Assignor or between the Assignor and the Assignee;
- (b) the Assignor has not made, nor has any person on behalf of the Assignor 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 the Assignor; 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

The Assignee acknowledges that the Assignor has not made and does 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; and
- (e) the commercialisation prospects of any part of the Intellectual Property, and in all such respects, the Assignee relies upon its own due diligence, its own inquiries, and its own judgment.

## **8. RELEASE AND INDEMNITY**

### 8.1 Release

- (a) Subject to clause 8.3, the Assignee releases the Assignor 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, the Assignor will not be liable to the Assignee 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) Subject to clause 8.3, the Assignee indemnifies and shall continue to indemnify the Assignor from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against the Assignor 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 the Assignor set out in paragraph (a) is a continuing obligation separate and independent of other obligations in this Deed.

### 8.3 Breach of Warranty

The release and indemnity provided in this clause 8 by the Assignee does not apply in the event there has been a breach of the warranties given by the Assignor in clause 6 and clause 6.3 applies to any such breach.

## **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

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

- (b) The Assignee will pay all costs associated with recording the ownership of the Intellectual Property with the Commissioner of Patents in Australia (and any other similar official or functionary anywhere else in the world) upon the Register of Patents (or any similar register in any other country).

### **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 party 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 Queensland in Australia.
- (b) The parties agree to submit themselves to the non-exclusive jurisdiction of the laws in force for the time being in Queensland.
- (c) The parties agree to submit themselves to the non-exclusive jurisdiction of the Courts in Queensland.

### **9.8 Severance**

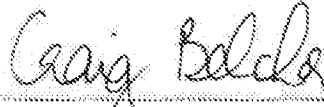
If it is held by a court that:

- (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.

SIGNATURE OF PARTIES PAGE

EXECUTED AS A DEED by  
TENASITECH PTY LTD in the presence  
of



Signature of director

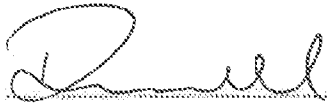
CRAIG BELCHER

Name of director

Signature of director/secretary

Name of witness

Executed by Dean Moss as attorney for  
UATC Pty Ltd ACN. 125 152 570 under  
the power of attorney dated 18 March 2014,  
who states that no notice of revocation of  
the power of attorney has been received in  
the presence of:



Witness

RICHARD MARSHALL

Name of Witness (print)



Attorney

DEAN MOSS

Dr Dean Moss (attorney)

CEO, UniQuest Pty Ltd

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.

**SIGNATURE OF PARTIES PAGE**

**EXECUTED AS A DEED** by  
**TENASITECH PTY LTD** in the presence  
of



Signature of director

**DAVID A. C. EVANS**

Name of director

Signature of director/secretary

Name of witness

Executed by Dean Moss as attorney for  
UATC Pty Ltd ACN. 125 152 570 under  
the power of attorney dated 18 March 2014,  
who states that no notice of revocation of  
the power of attorney has been received in  
the presence of:

Witness

Attorney

Name of Witness (print)

Dr Dean Moss (attorney)

CEO, UniQuest Pty Ltd