

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3667107

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
NEWSOUTH INNOVATIONS PTY LIMITED			10/14/2013
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTHONY IVAN DAY		
<b>Street Address:</b>	C/O IMCAH, HAROLDS CROSS ROAD		
<b>City:</b>	CAPTAINS FLAT, NSW, 2623		
<b>State/Country:</b>	AUSTRALIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	6869466		
<b>Patent Number:</b>	7501523		
<b>Patent Number:</b>	6793839		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)739-9577		
<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>			
<b>Phone:</b>	703-739-4900		
<b>Email:</b>	iplaw@stites.com		
<b>Correspondent Name:</b>	STITES & HARBISON PLLC		
<b>Address Line 1:</b>	1800 DIAGONAL ROAD, SUITE 325		
<b>Address Line 2:</b>	B. AARON SCHULMAN		
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	P07426US00/01;P0882US00		
<b>NAME OF SUBMITTER:</b>	STACY JOHNSON		
<b>SIGNATURE:</b>	/Stacy Johnson/		
<b>DATE SIGNED:</b>	12/21/2015		
<b>Total Attachments: 14</b>			
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**TERMINATION AND REASSIGNMENT  
AGREEMENT**

**NewSouth Innovations Pty Limited**  
ABN 25 000 263 025

and

**The University of New South Wales**  
ABN 57 195 873 179

and

**Anthony Ivan Day**

and

**Rodney John Blanch**

and

**Alan Peter Arnold**

and

**Nial Joseph Wheate**

and

**John Grant Collins**

Rupert Myers Building | Gate 14, Barker Street | UNSW SYDNEY NSW 2052  
[www.nsinnovations.com.au](http://www.nsinnovations.com.au) | [enquiries@nsinnovations.com.au](mailto:enquiries@nsinnovations.com.au)  
T +61 2 9385 5008 | F +61 2 9385 6600

Reference : L003116; 99\_0373; 00\_1554; 03\_1761; 04\_1482; 04\_1483.

# TERMINATION AND REASSIGNMENT AGREEMENT

Date:

14<sup>th</sup> of October 2013

## PARTIES

**NewSouth Innovations Pty Limited (formerly Unisearch Limited)**

**ABN 25 000 263 025**

of Rupert Myers Building, Gate 14, Barker Street, UNSW, Sydney, NSW 2052 (NSi)

**The University of New South Wales**, a body corporate established pursuant to the University of New South Wales Act 1989 (NSW) of Sydney NSW 2052 (UNSW)

**ABN 57 195 873 179**

## AND

**Anthony Day**

of IMCAH, Harolds Cross Road, Captains Flat, NSW, 2623

**Rodney John Blanch**

of 5 Cassidy Close, Holt, ACT, 2615

**Alan Peter Arnold**

of 49 Spalding Street, Flynn, ACT, 2615

**Nial Wheate**

of 203/35a Arncliffe Street, Wolli Creek, NSW, 2205

**John Grant Collins**

of 130 Carnegie Crescent, Griffith, ACT, 2603

(together the **Researchers**)

## BACKGROUND

- A. In accordance with the UNSW Intellectual Property Policy, NSi and the Researchers entered into a Researcher Intellectual Property Commercialisation Deed dated 31<sup>st</sup> March 2006 (the **Researcher Deed**) under which the Researchers assigned their interests in the Invention IP to NSi and each party assumed certain obligations and liabilities and was granted certain rights in relation to the Invention IP.
- B. NSi and UNSW entered into a UNSW Intellectual Property Commercialisation Agreement with respect to the Invention IP dated 11<sup>th</sup> August 2006 (the **UNSW Commercialisation Agreement**).
- C. NSi has decided not to proceed with commercialisation of the Invention IP and wishes to terminate the Researcher Deed and the UNSW Commercialisation Agreement.
- D. In accordance with the terms of the Researcher Deed and the UNSW Intellectual Property Policy, the Researchers have requested assignment of the Invention IP to Anthony Day in their letters dated 12<sup>th</sup> August 2013 and 2<sup>nd</sup> September 2013.
- E. NSi and UNSW agree to assign their interest in the Invention IP to Anthony Day and Anthony Day agrees to accept those assignments and to undertake certain other obligations on the terms and conditions contained in this Agreement.

# TERMINATION AND REASSIGNMENT AGREEMENT

## THE PARTIES AGREE

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### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context requires otherwise, all words and phrases have the meaning given in the Researcher Deed.

#### 1.2 Interpretation

In this Agreement headings are for convenience only and "including" is not a word of limitation.

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### 2. TERMINATION

#### 2.1 Termination of Researcher Deed

NSi and the Researchers agree that the Researcher Deed is terminated effective on the date of this Agreement and that all of NSi's and the Researchers' obligations under the Researcher Deed are at an end.

#### 2.2 Termination of UNSW Commercialisation Agreement

NSi and UNSW agree that the UNSW Commercialisation Agreement is terminated effective on the date of this Agreement and that all of NSi's and UNSW's obligations under the UNSW Commercialisation Agreement are at an end.

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### 3. REASSIGNMENT

#### 3.1 Reassignment

Subject to clause 3.2 of this Agreement, in consideration of the sum of AUD\$1.00 paid to each of NSi and UNSW and other good and valuable consideration receipt of which is hereby acknowledged, NSi and UNSW assign to Anthony Day, and Anthony Day accepts, NSi's and UNSW's entire right, title and interest (whether legally or beneficially owned) in the Invention IP, with effect from the date of this Agreement.

#### 3.2 UNSW's and NSi's continuing rights

The parties acknowledge and agree that the assignments in clause 3.1 of this Agreement are subject to:

- (a) a grant by Anthony Day of a non-exclusive, perpetual, royalty-free, irrevocable, worldwide licence to UNSW to use the Invention IP for education and research purposes;
- (b) a right for NSi to receive 20% of any revenue derived from the commercialisation of the Invention IP by Anthony Day after the date of this Agreement after the deduction from such revenue of the reasonable costs and expenses incurred by Anthony Day in connection with the commercialisation of the Invention IP (including the costs of registering, protecting and enforcing Intellectual Property Rights relating to the Invention IP, creation of prototypes, models and samples, research and development, liabilities, insurance, legal, financial and technical advice, marketing and travel and other like expenses) (the **NSi Revenue Share**). Anthony Day must pay the NSi Revenue Share to NSi every 12 months within 30 days of 31 December each year. Each payment of the NSi Revenue Share must be accompanied by a written statement setting out details of the revenue derived and the costs and expenses incurred by them in connection with the exploitation of the Invention IP and the calculation of the NSi Revenue Share for the relevant

## TERMINATION AND REASSIGNMENT AGREEMENT

- 12 months period. NSi will distribute the NSi Revenue Share between itself and UNSW in accordance with the arrangements between NSi and UNSW existing from time to time;
- (c) an obligation on Anthony Day to maintain accurate and up to date records of all revenue derived by them from the exploitation of the Invention IP, all costs and expenses incurred by them in connection with the exploitation of the Invention IP, and the calculation of the NSi Revenue Share. Anthony Day must permit NSi or NSi's authorised representative to inspect those records upon request; and
  - (d) an obligation on Anthony Day to provide to NSi a brief written report within 30 days of 31 December each year, regardless of whether any NSi Revenue Share is payable, setting out details of the status and progress of the commercialisation of the Invention IP by him in the preceding 12 month period as well as details of proposed commercialisation activities with respect to the Invention IP in the following 12 month period. If at any time Anthony Day decides he no longer wishes to commercialise the Invention IP, Anthony Day may advise NSi of his decision in a signed written document, in which case the obligation to provide reports under this clause 3.2(d) will cease, provided that if Anthony Day subsequently recommences commercialisation activities with respect to the Invention IP, the obligation to provide reports under this clause 3.2(d) will apply again.

### 3.3 Assistance

NSi and UNSW must on Anthony Day's reasonable request and at his cost, provide him with reasonable assistance, including access to records and execution of documents required to give full effect to the assignments in clause 3.1.

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## 4. ACKNOWLEDGEMENTS

### 4.1 Release of obligations

NSi and the Researchers acknowledge and agree that all obligations under the Researcher Deed are at an end and no party has any further obligations or rights under the Researcher Deed. Each of the Researchers releases NSi from all claims, actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments at law, in equity, arising under the provisions of any statute or otherwise that it may have against NSi or which may be payable by NSi (whether before or after the date of this Agreement) in connection with the Researcher Deed or the Invention IP, except as set out in this Agreement.

### 4.2 Acknowledgement

The Researchers acknowledge and agree that no monies are owing to the Researchers with respect to the commercialisation of the Invention IP under the Researcher Deed or otherwise and Anthony Day acknowledges and agrees that:

- (a) on and from the date of this Agreement he is responsible for all costs, expenses and liabilities incurred in connection with the Invention IP or its exploitation, including all costs associated with the protection, prosecution, maintenance and defence of the Invention IP and all costs associated with recording the assignment to them of ownership of any formal intellectual property rights comprised in the Invention IP;
- (b) to the extent permitted by law, NSi and UNSW do not provide any warranties or assurances, and do not accept any liability, however arising, with respect to the Invention IP or its exploitation.

## TERMINATION AND REASSIGNMENT AGREEMENT

### 4.3 Indemnity

Anthony Day indemnifies NSI, UNSW, and their officers, employees, contractors and agents (**those indemnified**) against all loss, damage and expense (including legal expense) suffered or incurred by those indemnified or any of them as a result of a third party action or claim, whether under contract, tort (including negligence), statute, in equity or otherwise, arising out of or in connection with the use, commercialisation or exploitation of the Invention IP on or after the date of this Agreement, except to the extent such loss, damage or expense arose from use by UNSW in accordance with clause 3.2(a)).

### 5. GENERAL

- (a) This Agreement is the entire agreement between the parties as to its subject matter and is not capable of variation except in writing. Notices must be given in writing to the address shown above.
- (b) This Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation.
- (c) Each party must do all things and execute all documents reasonably necessary to give effect to this Agreement.
- (d) This agreement may be executed in any number of counterparts and all counterparts taken together constitute the one agreement.
- (e) This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

#### Executed as an agreement.

Signed for and on behalf of  
**NewSouth Innovations Pty Limited**  
in the presence of:

Signature of Witness

Print name

Signed for and on behalf of  
**The University of New South Wales**  
in the presence of:

Signature of Witness

Print name

Signed by  
**Anthony Ivan Day**  
in the presence of:

Signature of witness

Print name

Signature of Authorised Officer

FRANK FOTEA  
Print name

Date

Signature of Authorised Officer

Daniel Owens  
Director

Print name

Date

Signature

Date

## TERMINATION AND REASSIGNMENT AGREEMENT

Signed by  
**Rodney John Blanch**  
in the presence of:

Michael M. Smith  
Signature of witness

MICHAEL M DEVITT  
Print name

Signed by  
**Alan Peter Arnold**  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name

Signed by  
**Nial Joseph Wheate**  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name

Signed by  
**John Grant Collins**  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name

ABIL  
Signature

11/10/2013  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Signature

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Date



# TERMINATION AND REASSIGNMENT AGREEMENT

Signed by  
**Rodney John Blanch**  
in the presence of:

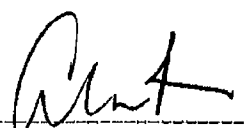
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Signature of witness

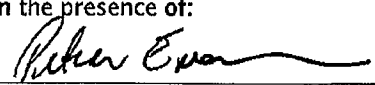
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\_\_\_\_\_  
Print name

Signed by  
**Alan Peter Arnold**  
in the presence of:

  
\_\_\_\_\_  
Signature

10/10/2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of witness

Peter EVANS.  
\_\_\_\_\_  
Print name

Signed by  
**Nial Joseph Wheate**  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

Signed by  
**John Grant Collins**  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

# TERMINATION AND REASSIGNMENT AGREEMENT

Signed by  
**Rodney John Blanch**  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

Signed by  
**Alan Peter Arnold**  
in the presence of:

\_\_\_\_\_  
Signature

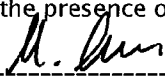
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Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

Signed by  
**Nial Joseph Wheate**  
in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

**Michael Apps**  
\_\_\_\_\_  
Print name

Signed by  
**John Grant Collins**  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

## TERMINATION AND REASSIGNMENT AGREEMENT

Signed by  
**Rodney John Blanch**  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

Signed by  
**Alan Peter Arnold**  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

Signed by  
**Nial Joseph Wheate**  
in the presence of:


\_\_\_\_\_  
Signature

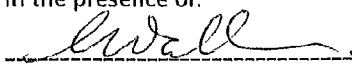
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Signature of witness

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Date

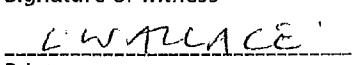
\_\_\_\_\_  
Print name

Signed by  
**John Grant Collins**  
in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print name

**Annex 1 - Patents associated with the Invention IP**

**Tech ID: 99\_0373 - Cucurbiturils and method for synthesis**

Serial Number	Legal Ref Number	Title	File Date	Country	Status
PQ0232	P43886; GM38165	Cucurbiturils and method for synthesis	7/05/1999	Australia	Lapsed
PI20001987	FP15387	Cucurbiturils and method for synthesis	8/05/2000	Malaysia	Assigned to 3 <sup>rd</sup> Party - Lapsed
PCT/AU2000/000412	S2151960	Cucurbiturils & method for synthesis	5/05/2000	Australia	Lapsed
EP00924968.1	P73356.EP	Cucurbiturils and method for synthesis	5/05/2000	Europe	Lapsed
485/DEL/2000	P73354.IN	Cucurbit(n)urils and method for producing said cucurbit(n)urils	5/05/2000	India	Abandoned -- Granted
408/2000	FP15386	Cucurbiturils and method for synthesis	5/05/2000	Pakistan	Abandoned -- Granted
2373159	P73356.CA	Cucurbiturils and method for synthesis	5/05/2000	Canada	Assigned to 3 <sup>rd</sup> Party -- Prosecution
2152/DEL/2006	FP23818	Cucurbiturils and method for synthesis	5/05/2000	India	Abandoned
2000043851	P43886	Cucurbiturils and method for synthesis	5/05/2000	Australia	Abandoned - Granted
2000-616206	P73356.JP	Cucurbiturils and method for synthesis	5/05/2000	Japan	Lapsed
10-2001-7014227	P73356.KR	Cucurbiturils and method for synthesis	5/05/2000	Republic of Korea	Assigned to 3 <sup>rd</sup> Party -- Granted
09/959770	FP15355	Cucurbiturils and method for synthesis	5/05/2000	United States	Assigned to 3 <sup>rd</sup> Party -- Granted
00809064.5	P73356.C	Cucurbiturils and method for synthesis	5/05/2000	China	Abandoned -- Granted

**Tech ID: 00\_1554 - Cucurbit(n)urils binding gases**

Serial Number	Legal Ref Number	Title	File Date	Country	Status
2002302117	P47951	Cucurbiturils and method for binding gases and volatiles using cucurbiturils	5/05/2000	Australia	Abandoned -- Granted
2001PR9031	P43873	Binding gases and volatiles in cucurbiturils	22/11/2001	Australia	Lapsed
10/301874	FP16975	Cucurbiturils and method for binding gases and volatiles using cucurbiturils	5/05/2000	United States	Assigned to 3 <sup>rd</sup> Party -- Granted

**Tech ID: 03\_1761 - Substituted and functionalised cucurbiturils**

Serial Number	Legal Ref Number	Title	File Date	Country	Status
PCT/AU2004/001232	FP20282	Method for preparing cucurbiturils	10/09/2004	Australia	Reassigned -- Lapsed
2537843	P49110.CA	Method for preparing cucurbiturils	10/09/2004	Canada	Reassigned -- Prosecution
2006-525577	P49110.JP	Method for preparing cucurbiturils	10/09/2004	Japan	Reassigned -- Lapsed
200480033392.6	P49110.CN	Method for preparing cucurbiturils	10/09/2004	China	Reassigned -- Lapsed
2004272121	P49110.AU.1	Method for preparing cucurbiturils	10/09/2004	Australia	Reassigned -- Prosecution
2003905037	P49110	Method for preparing cucurbiturils	12/09/2003	Australia	Reassigned -- Lapsed
1397/DELNP/2006	P49110.IN	Method for preparing cucurbiturils	10/09/2004	India	Reassigned -- Granted

10/571707	P49110.US	Method for preparing cucurbiturils	10/09/2004	United States	Reassigned -- Granted
10-2006-7005066	P49110.KR	Method for preparing cucurbiturils	10/09/2004	Republic of Korea	Reassigned -- Prosecution
04761268.4	P49110.EP	Method for preparing cucurbiturils	10/09/2004	Europe	Reassigned -- Validated

**Tech ID: 04\_1832 - Cucurbiturils and pharmaceuticals encapsulation**

Serial Number	Legal Ref Number	Title	File Date	Country	Status
PCT/AU2005/000045	FP24062	Multi-nuclear metal complexes partially encapsulated by Cucurbit[7-12]urils	14/01/2005	Australia	Lapsed
EP05700077.0	P51123.EP	Multi-nuclear metal complexes partially encapsulated by Cucurbit[7-12]urils	14/01/2005	Europe	Lapsed
3638/DELNP/2006	P51123.IN	Multi-nuclear metal complexes partially encapsulated by Cucurbit[7-12]urils	14/01/2005	India	Abandoned -- Prosecution
2552027	P51123.CA	Multi-nuclear metal complexes partially encapsulated by Cucurbit[7-12]urils	14/01/2005	Canada	Lapsed
2006-548042	P51123.JP	Multi-nuclear metal complexes partially encapsulated by Cucurbit[7-12]urils	14/01/2005	Japan	Lapsed
200580005664.6	P51123.CN	Multi-nuclear metal complexes partially	14/01/2005	China	Lapsed

		encapsulated by Cucurbit[7-12]urils			
2005204589	P51123.A U.1	Multi-nuclear metal complexes partially encapsulated by Cucurbit[7-12]urils	14/01/2005	Australia	Lapsed
2004900173	P51123	Association Adduct	15/01/2004	Australia	Lapsed
10/586302	SDS:GLF: P51123.US	Multi-nuclear metal complexes partially encapsulated by cucurbit(7-12)urils	14/01/2005	United States	Lapsed
10-2006-7016213	P51123.KR	Multi-nuclear metal complexes partially encapsulated by Cucurbit[7-12]urils	14/01/2005	Republic of Korea	Lapsed

**Tech ID: 04\_1833 - Cucurbiturils and polymers**

Serial Number	Legal Ref Number	Title	File Date	Country	Status
PCT/AU2005/000396	GF60286	Method for preparing compounds comprising cucurbituril groups	18/03/2005	Australia	Lapsed
EP05714268.9	P49017.EP	Method for preparing compounds comprising cucurbituril groups	18/03/2005	Europe	Abandoned -- Lapsed
4501/DELNP/2006	P49017.IN	Method for preparing compounds comprising cucurbituril groups	18/03/2005	India	Abandoned --- Prosecution
2556857	P49017.CA	Method for preparing	18/03/2005	Canada	Abandoned --- Lapsed

		compounds comprising cucurbituril groups			
2007-503155	P49017.JP	Method for preparing compounds comprising cucurbituril groups	18/03/2005	Japan	Abandoned -- Prosecution
200580007986.4	P49017.CN	Method for preparing compounds comprising cucurbituril groups	18/03/2005	China	Abandoned -- Lapsed
2005222730	P49017.AU.1	Method for preparing compounds comprising cucurbituril groups	18/03/2005	Australia	Abandoned -- Lapsed
2004901473	P49017	Method for preparing compounds comprising cucurbituril groups	19/03/2004	Australia	Abandoned -- Lapsed
10/588846	SDS:GLF:P49017.US	Method for preparing compounds comprising cucurbituril groups	18/03/2005	United States	Abandoned -- Lapsed
10-2006-7017057	P49017.KR	Method for preparing compounds comprising cucurbituril groups	18/03/2005	Republic of Korea	Abandoned - Lapsed