

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3740151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMMUNE SYSTEM THERAPEUTICS LTD	01/21/2016
RECEIVING PARTY DATA	
Name:	HAEMALOGIX PTY LTD
Street Address:	SUITE 145, NATIONAL INNOVATION CENTRE
Internal Address:	AUSTRALIAN TECHNOLOGY PARK, 4 CORNWALLIS STREET
City:	EVELEIGH, NSW
State/Country:	AUSTRALIA
Postal Code:	2015
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7344715
Patent Number:	7838041
Patent Number:	7556803
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:	CAROL L. FRANCIS
Address Line 1:	1900 UNIVERSITY AVE.
Address Line 2:	SUITE 200
Address Line 4:	PALO ALTO, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	RICE-028, 028DIV, 028DIV2
NAME OF SUBMITTER:	CAROL L. FRANCIS
SIGNATURE:	/Carol L. Francis, Reg. No. 36513/
DATE SIGNED:	02/16/2016
Total Attachments: 9	
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DEED OF CONFIRMATION OF ASSIGNMENT

THIS DEED is made the 21st day of January 2016

PARTIES:

IMMUNE SYSTEM THERAPEUTICS LTD ACN 097 244 721 (in liq), c/- McGrath Nicol, Level 31, 60 Margaret Street, Sydney, New South Wales (**Assignor**)

BARRY KOGAN and **ANTHONY MCGRATH**, in their capacity as jointly and severally appointed liquidators of the Assignor, c/- McGrath Nicol, Level 31, 60 Margaret Street, Sydney, New South Wales (**Liquidators**)

HAEMALOGIX PTY LTD ABN 88 603 314 496, c/- FB Rice, Level 14, 90 Collins St, Melbourne, Victoria, 3000 (**Assignee**)

each "a party" and together "the parties".

RECITALS

- A. The Assignor, the Liquidators and the Assignee are parties to the Business Sale Deed.
- B. Pursuant to certain provisions of the Business Sale Deed, the Assignor agreed to sell all of its Intellectual property to the Assignee.
- C. The parties have agreed to confirm, by this Deed, that the sale of the intellectual property referred to in Recital B, was an assignment from the Assignor to the Assignee of the Assignor's entire right, title and interest (if any), wherever subsisting, in each and all of the Patents and Patent Applications.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless the context otherwise requires:

Business Sale Deed means the deed between the parties dated 27 February 2015 relating to the sale of the Assignor's research and development business known as Immune System Therapeutics Ltd ACN 097 244 721;

Effective Date of Assignment means 27 February 2015;

Patents and Patent Applications means all of the patents and patent applications held by the Assignor immediately prior to the Effective Date of Assignment, which may include, without limitation, those set out in the Schedule;

Corresponding Application means an application anywhere in the world for a patent made in respect of an invention described in the Patents and Patent Applications and includes an application which claims priority from the Patent Applications such as an application made under the *Patent Cooperation Treaty*, an application made under the *Paris Convention*, or a complete or non-provisional application;

Related Application means any application based on any Corresponding Application such as a divisional application, a continuation application or a continuation-in-part application; and

Residual Interest means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Application and the Invention which has not been acquired by the Assignee as at the date of execution of this Deed.

1.2 Interpretation

In this Deed, unless a contrary intention appears:

- (a) words or expression given meaning in the recitals have the same meaning in the body of this Deed;
- (b) a provision of this Deed shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this Deed; and
- (c) the recitals and the schedules form part of this Deed and have effect as if set out in full in the body of this Deed.
- (d) headings are for convenience only and do not affect interpretation;
- (e) the singular includes the plural and conversely;
- (f) the word "including" is to be construed without limitation;
- (g) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (h) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document; and
- (i) a reference to a party include that party's successors and permitted assigns (including executors and administrators) and permitted assigns.

2. ASSIGNMENT

2.1 Assignment

- (a) The Assignor and, to the extent required by law, the Liquidators, agree and confirm that the assignment to the Assignee of the Assignor's entire right, title and interest in and to the Patents and Patent Applications, including all accrued right, title and interest (if any) to apply for registration of any rights (including patent rights) in relation to the Patents and Patent Applications, became effective on and from the Effective Date of Assignment.
- (b) To the extent that the Assignor retains any Residual Interest in the Patents and Patent Applications, the Assignor assigns all right, title and interest whatsoever and wherever subsisting in the Residual Interest to the Assignee, such Residual Interest hereafter forming part of the Patents and Patent Applications acquired by the Assignee.
- (c) For the avoidance of doubt, the parties confirm that the assignment to the Assignee of the Assignor's entire right, title and interest (if any) in and to the Patents and Patent Applications includes:
- (d) all rights to file any Corresponding Application based on each Patent or Patent Application and any rights arising from any such filing;
- (e) all rights to file any Related Application and any rights arising from any such filing;
- (f) all rights to claim priority from the priority applications set out in the Schedule and any Corresponding Application;
- (g) all rights to be granted Patents in respect of the Patent Applications set out in the Schedule, any Corresponding Application and any Related Application and all rights arising from any such Patent; and
- (h) all rights to sue for infringement of any of the rights described in paragraphs 2.1(d) to 2.1(g) above.

3. WARRANTY

- 3.1 The Assignee acknowledges that no term, condition, warranty, representation or covenant of any kind has been made or is given by the Assignor or the Liquidators, their employees, officers, representatives, agents or advisors, in respect of any aspect of any of the Patents and Patent Applications, or is implied in this document.

4. MISCELLANEOUS

4.1 About this Deed

- (a) This Deed may be amended only by written agreement of all parties.
- (b) This Deed may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart.
- (c) Each counterpart of this Deed constitutes an original of this Deed but the counterparts together constitute one and the same instrument.

4.2 Governing Law and Jurisdiction

- (a) The laws of New South Wales, Australia, govern this Deed.
- (b) Each party irrevocably submits exclusively to courts exercising jurisdiction in Victoria, Australia, and irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

4.3 Stamp duty

The Assignee will bear any stamp duty and other governmental charges in respect of this Deed.

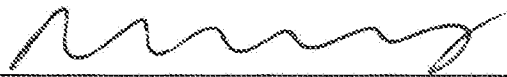
4.4 Liquidators

- (a) The Liquidators are not executing this document in their personal capacity, and do not assume personal liability under any obligation of the Assignor in this document.
- (b) The Assignee releases the Liquidators from any personal liability whatsoever and irrevocably agrees not to bring proceedings against the Liquidators in their personal capacity.

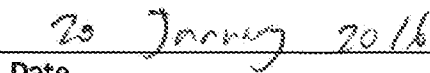
- 4.5 For the avoidance of doubt, if there are any inconsistencies between the terms and conditions of this Deed and the Business Sale Deed, the terms and conditions of the Business Sale Deed prevail

EXECUTED as a Deed

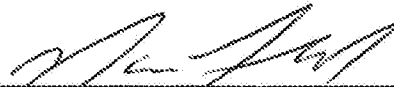
Executed for and on behalf of Immune System Therapeutics Ltd ACN 097 244 721 (in liq) by Barry Kogan as jointly and severally appointed liquidator:



Barry Kogan



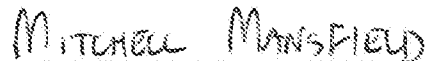
Date



Witness

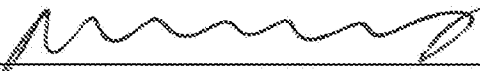


Date

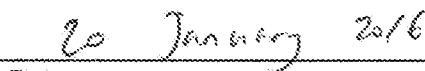


Name of Witness (print)

Signed, sealed and delivered by Barry Kogan in his capacity as a jointly and severally appointed liquidator of Immune System Therapeutics ACN 097 244 721 (in liq) in the presence of:



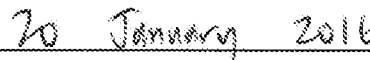
Barry Kogan



Date



Witness

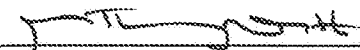


Date




Name of Witness (print)

Signed, sealed and delivered by Anthony McGrath in his capacity as a jointly and severally appointed liquidator of Immune System Therapeutics ACN 097 244 721 (In Liquidation) in the presence of:



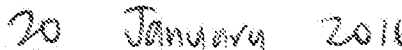
Anthony McGrath



Date



Witness



Date



Name of Witness (print)

Executed by HaemalogiX Pty Ltd ABN 88 603 314 496 in accordance with section 127 of the
Corporations Act 2001 (Cth):



Company Secretary

18 Jan 2015

Date

Dimitra Korkidas

Name (print)



Director

18 Jan 2015

Date

Rosanne Dunn

Name of Director (print)

SCHEDULE - PATENTS AND PATENT APPLICATIONS

Patent Family Entitled: Method for treating multiple myeloma

Priority Application: AU 2001PR6179

International Application: PCT/AU2002/00896

National Phase Applications:

Country	Official Number	Status
Australia	2002344701	Registered
Australia	2006202148	Registered
Canada	2461989	Registered
China	ZL 02817443.7	Registered
Europe	1414492	Registered
Austria	E 378884	Registered
Belgium	1414492	Registered
Switzerland	1414492	Registered
Sweden	1414492	Registered
Germany	60223688.6	Registered
Denmark	1414492	Registered
Spain	2296952T	Registered
France	1414492	Registered
United Kingdom	1414492	Registered
Greece	2008-00690	Registered
Ireland	1414492	Registered
Italy	207868E/2008	Registered
Netherlands	500007970	Registered
Japan	4535424	Registered
Mexico	255271	Registered
New Zealand	530099	Registered
United States	7344715	Registered
United States	7556803	Registered
United States	7838041	Registered
South Africa	2004/0959	Registered

Patent Family Entitled: Target for B-cell disorders

Priority Application: US 60/548,118

International Application: PCT/AU2005/000280

National Phase Applications:

Country	Official Number	Status
Australia	2005216575	Registered
Canada	2557482	Pending
China	200580013157.7	Registered
Europe	1720569	Registered
Austria	1720569	Registered
Bulgaria	1720569	Registered
Czech Republic	1720569	Registered
Switzerland	1720569	Registered
Sweden	1720569	Registered
Germany	1720569	Registered
Denmark	1720569T	Registered
Spain	2528718T	Registered
France	1720569	Registered
United Kingdom	1720569	Registered
Greece	1720569	Registered
Ireland	1720569	Registered
Italy	502015000005116	Registered
Netherlands	500122854	Registered
Japan	5102612	Registered
Mexico	294650	Registered
New Zealand	548921	Registered
United States	10/590690	Pending
South Africa	2006/07426	Registered

Patent Family Entitled: Method of treating immune disorders

Priority Application: US 61/167,497

International Application: PCT/AU2010/000394

National Phase Applications:

Country	Official Number	Status
Australia	2010234218	Pending
Canada	2757933	Pending
China	201080025215.9	Pending
Europe	10761124.6	Pending
Indonesia	W00201104090	Pending
Japan	2012-503833	Pending
Japan	2015-133839	Pending
South Korea	10-2011-7025571	Pending
Mexico	MX/a/2011/010624	Pending
Malaysia	PI 2011004795	Pending
Philippines	1-2011-502020	Pending
Singapore	201107306-1	Pending
Thailand	1101002541	Pending
United States	13/263043	Pending
South Africa	2011/07554	Registered