

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3839667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FIBROTECH THERAPEUTICS PTY LTD	06/28/2007
RECEIVING PARTY DATA	
Name:	THE UNIVERSITY OF MELBOURNE
Street Address:	GRATTAN STREET
City:	PARKVILLE, VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3052
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14317602
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<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:	617-646-8646
Email:	patents_hunterb@wolfgreenfield.com, karen.areyzaga@wolfgreenfield.com
Correspondent Name:	CHARLES H. BAKER
Address Line 1:	WOLF GREENFIELD
Address Line 2:	600 ATLANTIC AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	S1522.70007US01
NAME OF SUBMITTER:	C. HUNTER BAKER, M.D., PH.D.
SIGNATURE:	/C. Hunter Baker/
DATE SIGNED:	04/21/2016
Total Attachments: 5	
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1 Assignment

- (a) The Assignor confirms the assignment to the Assignee, effective from the Effective Date, of:
- (1) a part share of the Assignor's right, title and interest in the Intellectual Property, as tenant in common;
 - (2) the right, power and authority to the Assignee to apply for and obtain entry of the Assignee's name in any registers of intellectual property that are appropriate as being the joint proprietor of the Intellectual Property; and
 - (3) rights, if any, that the Assignor has to take action against third parties for infringement of the Intellectual Property, whether or not the infringement took place before the date of this deed.
- (b) The Assignor undertakes to execute all documents necessary to enable the Assignee to have the Assignee's name entered in any registers of intellectual property that are appropriate as joint proprietor of the Intellectual Property.

2 Warranty

The Assignor warrants to the University that it was the legal and beneficial owner of the Intellectual Property immediately prior to the Effective Date.

3 General

3.1 Governing law and jurisdiction

- (a) This agreement is governed by the law in force in Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any object to the venue of any legal process in such courts on the basis that the process has been brought in an inconvenient forum.

The agreement

Confirmatory deed of patent assignment

Date 27 August 2008

Between the parties

Assignor **Fibrotech Therapeutics Pty Ltd**
AGN 119 745 970 of 1-3 Kenilworth Avenue, Wonga Park, Victoria,
3141
(Fibrotech)

Assignee **The University of Melbourne**
of Grattan Street, Parkville, Victoria, 3052
(the University)

Background 1 The Assignor derived title in and to the Intellectual property described in Schedule 1 (Intellectual Property) pursuant to an assignment of the Intellectual Property to the Assignor from the inventors of the Intellectual Property. This assignment was made in equity pursuant to an oral agreement between the Assignor and the inventors made on or about 26 May 2008. The Assignor and the inventors subsequently executed assignment deeds to record that assignment in writing. The written assignment to the Assignor was also confirmed by a Confirmatory Deed of Patent Assignment dated [6 August 2008].

2 Pursuant to an agreement dated 28 June 2007 between the Assignor and the Assignee (Prior Agreement), the Assignor assigned to the Assignee a part share in its right, title and interest in the Intellectual Property, as tenant in common, with effect from 28 June 2007 (Effective Date).

3 This deed confirms the assignment referred to in Item 2 of the Background.

This deed witnesses that in consideration of, among other things, the provision of financial and other assistance from the Assignee to the Assignor, the receipt and sufficiency of which is acknowledged, and the mutual promises contained in this deed, the parties agree as set out in the Operative part of this deed.

Intellectual Property

Australian Patent Application No 2006903625 filed on 5 July 2006 entitled "Therapeutic compounds", the invention(s) described in that application and the right to file further applications for invention(s), including applications in foreign countries, described in that application and all rights of priority.

Executed as a deed

Assignor


Signed sealed and delivered by
Fibrotech Therapeutics Pty Ltd

by

sign here ▶ 

Company Secretary/Director

print name Darrin Kelly

sign here ▶ 

Director

print name Darrin Kelly

Assignee

Signed sealed and delivered for
The University of Melbourne
by its authorised representative

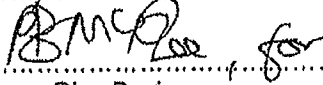
sign here ▶ _____
University Secretary

print name _____


sign here ▶ _____
Vice-Chancellor

print name _____

GIVEN under the COMMON SEAL of)
THE UNIVERSITY OF MELBOURNE)
by direction of an officer authorised for)
the purpose under Statute 1.5.4 of the)
University of Melbourne Statutes)



.....
Professor Glyn Davis
Vice-Chancellor, Authorised Officer



.....
Janet White
University Secretary