

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3949447

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF SYDNEY, A BODY CORPORATE	12/12/2013
RECEIVING PARTY DATA	
Name:	MONASH UNIVERSITY
Street Address:	WELLINGTON ROAD
Internal Address:	CLAYTON
City:	VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3800
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15032454
CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
<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:	303-893-9700
Email:	adomitrovich@sheridanross.com
Correspondent Name:	SHERIDAN ROSS P.C.
Address Line 1:	1560 BROADWAY
Address Line 2:	SUITE 1200
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	5644MU-6
NAME OF SUBMITTER:	ANGELA M. DOMITROVICH
SIGNATURE:	/Angela M. Domitrovich/
DATE SIGNED:	07/06/2016
Total Attachments: 5	
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ASSIGNMENT AGREEMENT

BETWEEN

MONASH UNIVERSITY, ABN 12 377 614 012, a body corporate established under the Monash University Act 1958 of Wellington Road, Clayton, Victoria ("**Monash**")

AND

The Person, Firm or Company identified as the Assignor in Schedule 1 ("the Assignor")

BACKGROUND:

- A. Monash University is the applicant named in the application(s) for patent identified in Schedule 1 ("the Application").
- B. The Assignor has agreed to assign to Monash all its right, title and interest in the Application on the terms and conditions of this Deed.

OPERATIVE PROVISIONS:

1. DEFINITIONS

"**Corresponding Application**" means an application for a patent made in respect of the Invention which claims the same priority date as the Application or is a refiling of the Application, a divisional application, a continuation or a continuation in part and, where the Application is an application made under the Patent Cooperation Treaty, includes any national or regional phase entry resulting from that application.

"**Invention**" means the alleged invention which is described in the Application.

"**Patents**" means all patents issuing on the Application or a Corresponding Application.

2. ASSIGNMENT

- 2.1 In consideration of the consideration specified in Schedule I, the Assignor hereby assigns to Monash its whole right, title and interest in:

- (a) the Application including, without limitation, the right to be named as applicant in the Application and all Corresponding Applications;
- (b) the Invention; and
- (c) the right to sue for infringement of any Patents occurring prior to the date of this Agreement;

with the intention that all Patents, extensions, reissues and re-examinations of, and patents of addition to, Patents shall issue in the name of Monash absolutely.

- 2.2 Monash agrees to maintain appropriate, true and accurate records, in accordance with generally accepted management accounting practices, of the calculation of the

consideration payable under clause 2.1 and to make these records available for review by the Assignor, once per annum upon a request made on reasonable notice.

3. FURTHER ASSURANCES

- 3.1 At the request of the other party, each party must do anything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it, including, without limitation, enabling Monash to become registered as the proprietor of the rights in:
- (a) the Application including, without limitation, the right to be named as applicant in the Application and all Corresponding Applications;
 - (b) the Invention; and
 - (c) any applications for patents, patents granted thereon or other intellectual property rights arising therefrom.
- 3.2 This agreement will not preclude any of the parties engaging in activities similar to or in competition with the commercialisation of the Invention or Patents.
- 3.3 Monash covenants not to sue or take any other action against the Assignor in relation to the use of the Invention or Patents by the Assignor for the sole purpose of research, teaching and publication.

4. LIMITATION OF LIABILITY

- 4.1 To the extent permitted by law, each party excludes all implied terms, representations and warranties whether statutory or otherwise relating to the subject matter of this agreement other than as expressly set out in this agreement.
- 4.2 To the extent permitted by law, each party excludes all liability for consequential or incidental damages or loss of profits, revenue, goodwill or opportunities in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to the party's negligence, breach of this agreement, breach of any law, in equity, under indemnities or otherwise relating to the subject matter of this agreement.

5. GENERAL

- 5.1 This Agreement is governed by the laws in force in the State of Victoria. Each party submits to the jurisdiction of the courts of that State and courts of appeal therefrom.
- 5.2 This Agreement contains the entire Agreement between the parties about the subject matter hereof. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.

EXECUTED AS AN AGREEMENT on the 29 day of January 2014

SIGNED for and on behalf of MONASH)
UNIVERSITY by :)



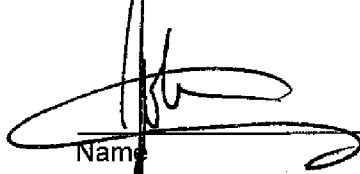
Signature

Prof William Charman
Name 29.1.2014

Dean
Position
Faculty of Pharmacy and
Pharmaceutical Sciences

SIGNED for and on behalf of the)
UNIVERSITY OF SYDNEY by :)

Signature



12/12/2013

Name

Dr Anders Hallgren
Director
Commercial Development &
Industry Partnerships
University of Sydney

Position

SCHEDULE 1

Assignor:

The University of Sydney, a body corporate under the *University of Sydney Act 1989*, ABN 15 211 513 464, of c/o Commercial Developments & Industry Partnerships, Level 6, Jane Foss Russell Building (G02), The University of Sydney, NSW 2006

Application:

Date Filed	Application Type	Number	Title
28 October 2013	PCT	Yet To Be Advised	NOVEL SCORPION TOXIN ANALOGUE AND METHOD FOR TREATING AUTOIMMUNE DISEASES

Consideration:

The Assignor will receive 15% (inclusive of GST) of Net Commercial Revenue, payable to the Assignor within 60 days of receipt.

The payment must be accompanied by a statement signed by an authorised officer of Monash which sets out the amount received in Commercialisation Income, the Commercialisation Expenses deducted, the amount in Net Commercial Revenue remaining and the amount received by each party from that Net Commercial Revenue.

For the avoidance of doubt, Monash bears the risk of Commercialisation Income not exceeding Commercialisation Expenses and is not entitled to pass those losses onto the Assignor.

If the Invention or Patents are commercialised as a package with other intellectual property rights which are not subject to this agreement, then the parties will act in good faith to agree on the proportion of any net income received from the commercialisation of the package which is to be attributed to the Invention or Patents.

In this schedule:

- (a) **Commercialisation** means to grant any rights in the Invention or Patents (including but not limited to, a licence, and option to licence, and assignment) regardless of whether any revenue is generated or intended to be generated, and may include incorporation of a start up company;
- (b) **Commercialisation Expenses** means all out of pocket expenses incurred by Monash in carrying out Commercialisation of the Invention or Patents (not including costs attributed to time spent by Monash's employees) including registration costs, external

legal and patent attorney expenses, insurance, transportation costs, together with any government fees, taxes (other than income and withholding taxes), duties, charges or imposts paid or payable in relation to Commercialisation Income net of input tax credits;

- (c) **Commercialisation Income** means all royalties, licence fees, option fees, proceeds from selling shares and any other monetary proceeds from Commercialisation of the Invention or Patents received by Monash; and
- (d) **Net Commercial Revenue** means Commercialisation Income less payments or reimbursements of all Commercialisation Expenses.