

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3972989

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VELACOR THERAPEUTICS PTY LTD	02/25/2016
RECEIVING PARTY DATA		
Name:	THE UNIVERSITY OF MELBOURNE	
Street Address:	GRATTAN STREET	
City:	PARKVILLE, VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3010	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14842650
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	FSHR038.005C2	
NAME OF SUBMITTER:	JINHEE CHANG	
SIGNATURE:	/Jinhee Chang/	
DATE SIGNED:	07/21/2016	
Total Attachments: 16		
source=ASSIGNMENT_FSHR038-005C2#page1.tif		
source=ASSIGNMENT_FSHR038-005C2#page2.tif		
source=ASSIGNMENT_FSHR038-005C2#page3.tif		
source=ASSIGNMENT_FSHR038-005C2#page4.tif		
source=ASSIGNMENT_FSHR038-005C2#page5.tif		

source=ASSIGNMENT_FSHR038-005C2#page6.tif
source=ASSIGNMENT_FSHR038-005C2#page7.tif
source=ASSIGNMENT_FSHR038-005C2#page8.tif
source=ASSIGNMENT_FSHR038-005C2#page9.tif
source=ASSIGNMENT_FSHR038-005C2#page10.tif
source=ASSIGNMENT_FSHR038-005C2#page11.tif
source=ASSIGNMENT_FSHR038-005C2#page12.tif
source=ASSIGNMENT_FSHR038-005C2#page13.tif
source=ASSIGNMENT_FSHR038-005C2#page14.tif
source=ASSIGNMENT_FSHR038-005C2#page15.tif
source=ASSIGNMENT_FSHR038-005C2#page16.tif

CONFIDENTIAL

Assignment and Revenue Sharing Agreement

The University of Melbourne (**University**)

Velacor Therapeutics Pty Ltd (**Velacor**)

NA&S nominees Pty Ltd (**Nominee**)

PATENT

REEL: 039215 FRAME: 0958

Details

Date

2015

Parties

Name **The University of Melbourne**
Short form name **University**
Notice details Victoria 3010
Facsimile: +613 9347 5888
Attention: *Mr Allan Tait, Vice-Principal Administration and Finance and Chief Financial Officer*

Name **Velacor Therapeutics Pty Ltd (ACN 116 461 244)**
Short form name **Velacor**

Notice details 2 Dalgety Drive, Ascot Vale 3032
Attention: Grant Morley

Name **NA&S Nominees Pty Ltd (ACN 114 493 551)**
Short form name **Nominee**

Notice details Mr Gary Graco
Moore Stephens Australia
Level 10, 530 Collins St, Melbourne, Vic 3000
ggraco@moorestephens.com.au

Recitals

- A University developed certain intellectual property that it assigned to Velacor under a Deed of Assignment of Intellectual Property dated 18 November 2005 in consideration for receiving shares in Velacor.
- B Velacor has invested in the further development of the intellectual property referred to in Recital A, and has developed additional intellectual property.
- C Velacor intends to enter arrangements to voluntarily wind up and de-register.
- D Velacor and the University have agreed that, in accordance with the terms of this Agreement, Velacor will assign the intellectual property referred to in Recitals A and B to the University and the University will share the net income derived by the University from Commercialisation of the Technology with Velacor's nominee on the terms of this Agreement.

Operative Provisions

1. Defined terms and interpretation

1.1 Defined terms

In this Agreement, except where the context otherwise requires:

Agreement means this agreement, together with all Schedules (if any).

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in Victoria, Australia.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Claim means any claim, demand, action or proceeding of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commencement Date means the date this Agreement is signed by the last party to have signed it.

Commercialise means without limitation to manufacture, market, distribute, sell, hire or otherwise exploit a product or process, or to provide a service, or to assign the rights to or to license any party to do any of those things and Commercialisation shall be similarly construed.

Confidential Information means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the University which the University regards as confidential to it or which is evident by its nature to be confidential and all copies, notes and records and all related information generated by Velacor and/or Nominee based on or arising out of any such disclosure.

Encumbrance means any encumbrance, including without limitation, any licence, option, pre-emptive rights, mortgage, charge, pledge, lien or title retention arrangement, a right of set off or right to withhold payment of a deposit or other money, a notice under section 255 of the Income Tax Assessment Act 1936 (Cth), subdivision 260A in schedule 1 to the Taxation Administration Act 1953 (Cth) or any similar legislation, or an easement, restrictive covenant, caveat or similar restriction over property, or an agreement to create or to allow any of them to exist.

Gross Revenue means all revenues, receipts and money received by the University from the Commercialisation of the Technology but excludes:

- (a) any monies received by the University and expended on research and/or development of the Technology; and

any monies received where such monies are required to be used to subscribe for shares in a company to which the Technology is licensed or assigned.

Intellectual Property means any registered or unregistered intellectual property rights including, without limitation, patents or any rights concerning any discovery, invention, process, improvement, procedure, manufacturing method, technique or information

regarding the chemical composition of materials (whether patentable or not); trade marks; copyright; registered or registrable designs; proprietary or confidential information, including concerning genetic or biological material or engineering processes; eligible layouts or protectable computer programs, rights to have confidential information kept confidential, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Know-how means the know-how set out in the Schedule.

Material means the physical embodiment of the materials listed in the Schedule.

Net Income means the amount of Gross Revenue remaining after deducting the Patent Costs.

Personnel means a party's officers, employees, agents, advisors, representatives, sub-contractors and students.

Patents means:

- (a) the patents or patent applications specified in the Schedule;
- (b) any patent or patent application claiming a priority date of a patent or patent application referred to in (a); and
- (c) any continuation, continuation in part, division, re-issue, extension or substitution of any of (a) and (b).

Patent Costs means all reasonable third party costs and expenses incurred either prior to or after the Commencement Date, in filing, prosecuting, maintaining, enforcing and defending the Patents or any other part of the Technology, including:

- (a) official patent filing, prosecution, maintenance and renewal fees;
- (b) patent attorney professional fees and expenses; and
- (c) costs incurred in taking or defending infringement action in relation to the Technology

up to a maximum amount of [REDACTED].

Technology means all Intellectual Property subsisting in the Patents, Materials and Know-How.

Year means each consecutive 12 months ending 30 June during each year of the Term, except that:

- (a) the first Year commences on the Commencement Date and ends on the next following 30 June; and

the last Year ends on the expiry or termination of this Agreement.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

headings are for ease of reference only and do not affect interpretation;

the singular includes the plural and vice versa, and a gender includes other genders;

another grammatical form of a defined word or expression has a corresponding meaning;

a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;

a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; and

a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2. Term

This Agreement starts on and from the Commencement Date and will continue until the date on which the last of the Patents expires, lapses or is abandoned.

3. Assignment

- 3.1 Velacor assigns the Technology and the property rights subsisting in the Materials to the University.
- 3.2 The Parties agree that clause 3.1 is effective in assigning all of Velacor's Intellectual Property rights in the Technology and property rights in the Materials to the University.
- 3.3 The rights assigned to the University pursuant to clause 3.1 include:
 - (a) the absolute right to apply for registration as the proprietor of the Technology anywhere in the world; and
 - (b) the absolute right to do anything in relation to ownership, protection and use of the Technology and the Materials;
to the extent to which the same rights are held by Velacor.
- 3.4 Velacor assigns to the University Velacor's right to sue for and recover damages and other relief in relation to any infringement of the Technology that may have occurred before the date of this Agreement.
- 3.5 Velacor and/or Nominee must on demand by the University perform all such acts and execute all such agreements, assurances and other documents and instruments as the University reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this Agreement or to give full force and effect to, or facilitate the performance of, the transactions provided for in this Agreement.
- 3.6 Without limiting the generality of clause 3.5, Velacor and/or Nominee must sign all such documents as shall be required to assign to the University all patent applications pending, and all patents granted, that relate in any way to the Technology.
- 3.7 Velacor and Nominee must:
 - (a) maintain the Technology in strictest confidence;

- 6.2 [redacted]
- 6.3 [redacted]
- 6.4 [redacted]

7. Confidentiality

- 7.1 [redacted]
- (a) [redacted]
 - (b) [redacted]
 - (c) [redacted]
 - (d) [redacted]
- 7.2 [redacted]
- (a) [redacted]
 - (b) [redacted]
 - (c) [redacted]
 - (d) [redacted]

7.3 [REDACTED] Upon the written request of University, Velacor and Nominee must return to University any documents originating from University which contain confidential information and must not keep any copies in any form.

8. Warranties

8.1 Each of the Parties represents and warrants to the other that it has the power to enter into this Agreement and carry out its obligations under this Agreement.

8.2 Velacor and Nominee represent and warrant that:

- (a) Velacor is the legal and beneficial owner of the Technology and Material at the date of this Agreement;
- (b) [REDACTED] to the best of its knowledge and belief, the Patent does not infringe the intellectual property rights of any other person;
- (c) Velacor has not knowingly granted any Encumbrances in relation to the Technology or Material;
- (d) Velacor has not received any notice of any Claim in respect of the Technology or Material;
- (e) Velacor has disclosed to the University all agreements and arrangements, whether in written or oral form, with third parties, including but not limited to material transfer agreements, collaboration agreements, consultancy and all sources of funding, contributions pertaining to the Technology and Material and their development;
- (f) Velacor has notified the University of all public disclosures, either written or oral, including but not limited to publications, abstracts, articles, presentations, journal submissions, thesis (including final PhD orator presentation) containing or disclosing the Technology or Material or any part thereof;
- (g) Velacor has notified the University of any other person or party that contributed to the development of the Technology and Material;
- (h) [REDACTED] to the best of its knowledge and belief, Velacor has not done or failed to do anything whereby the whole or any part of the rights assigned under this Agreement might be invalidated or registration of the Patent might be affected.

8.3 [REDACTED] warranties in the clause 8 (Warranties) are for the benefit of the University. Velacor
[REDACTED] has nominated agree that the University may rely on and enforce the warranties.

8.4 Velacor and Nominees agree that the University has signed this Agreement in reliance on
the warranties.

8.5 All implied conditions and warranties are excluded from this Agreement except any
implied condition or warranty the exclusion of which would contravene any statute or
cause any part of this clause to be void.

9. Disputes

9.1 Negotiation in good faith

The Parties agree that in the event that if any dispute or difference arises under this
Agreement, they will negotiate to resolve the same in a spirit of good faith and on a
commercially realistic basis.

9.2 Procedure if dispute not resolved within 30 days

If the dispute or difference is not resolved informally between the Parties within 30 days, it
shall be resolved in accordance with the following procedure:

- (a) [REDACTED] the Party claiming that a dispute exists shall notify the other Party that a dispute
exists and will forthwith convene a meeting with senior representatives of Velacor
and/or Nominees and the University for resolution of the dispute or difference; and
- (b) [REDACTED] if the dispute or difference is not resolved by the persons referred to in paragraph
(a) above, within such time as they agree but not being more than sixty (60) days,
the provisions of clause 10 will apply.

9.3 Restriction on ability to bring proceedings in court

The Parties acknowledge that compliance with this clause and clause 10 are conditions
precedent to any settlement to any and all claims, demands, actions, proceedings, suits
and causes of action by way of proceedings in a court of competent jurisdiction in
respect of a dispute or difference. However, this shall not preclude any party from
seeking urgent interlocutory relief in a court of competent jurisdiction.

9.4 Obligations of parties not affected

The fact that a dispute under this agreement is being resolved in accordance with this
clause or clause 10 (as applicable) does not affect the obligations of either party under
this agreement.

10. Mediation

In the event of any dispute or difference which cannot be resolved by negotiation
pursuant to the provisions of clause 9, it must be referred for mediation by
Australian Commercial Disputes Centre Limited (ACDC) for hearing in Melbourne to
be conducted as follows:

- (a) [REDACTED] mediation must be commenced by either party serving on the other notice of a
dispute specifying the matter it requires to be determined.

- (b) within fourteen (14) days the Parties must agree to a mediator or, in default of agreement, the President of the ALC must be requested to appoint a mediator;
- (c) the mediator must be a person who has knowledge and experience in the field of intellectual property;
- (d) the mediator has control of the timetable for mediation but, in any event, the mediation must be completed within sixty (60) days of notice of the dispute;
- (e) until a dispute has been subject to mediation neither party may commence any form of legal proceedings against the other in relation to the subject matter of the dispute; and
- (f) each Party must bear its own costs of resolving any dispute under this clause 10 and the Parties must bear equally the costs of any mediator appointed under this clause 10.

11. Goods and Services Tax

- (a) the Parties consider that no supply made under or in connection with this agreement is a taxable supply;
- (b) any supply made by one Party (Supplier) to another Party (Recipient) under or in connection with this Agreement is a taxable supply, the consideration payable or to be provided for that supply but for the application of this clause (GST exclusive consideration) is increased by, and the Recipient will pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made;
- (c) The Recipient's obligation to pay to the Supplier the amount by which the GST exclusive consideration is increased under clause 12 is subject to the Supplier first providing to the recipient a tax invoice;
- (d) in this clause:
 - (i) the expression 'GST law' has the meaning given to it in the 'A New Tax System (Goods and Services Tax) Act 1999' and
 - (ii) any expression used that is defined in GST law has that defined meaning.

12. General

12.1 Amendments

This Agreement may be amended only in writing signed by an authorised officer of each Party.

12.2 Assignment

A Party must not assign any of its rights under this Agreement without the written consent of each other Party.

12.3 Costs

Each Party must bear its own costs of negotiating, preparing and executing this Agreement.

12.4 Counterparts

This Agreement may be executed in a number of counterparts.

12.5 Entire agreement

This Agreement:

- (a) constitutes the entire agreement between the Parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

12.6 Further action

Each Party will co-operate with each other and must use reasonable efforts to do all acts and things necessary or desirable to give full effect to this Agreement.

12.7 Waiver

A provision of or right under this Agreement may not be waived except by waiver in writing signed by the Party granting the waiver, and will be effective only to the extent specifically set out in that waiver.

12.8 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement shall continue in force.

12.9 No partnership

Nothing in this Agreement or in the relationship between the Parties is to be deemed to constitute any partnership, joint venture or agency relationship between the Parties and neither Party shall imply otherwise when dealing with third parties.

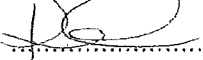
12.10 Governing law and Jurisdiction

This Agreement is governed by the law applicable in the State of Victoria, Australia and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

Signing page

EXECUTED as an agreement

Signed for and on behalf of The University of Melbourne by its authorised officer in the presence of:



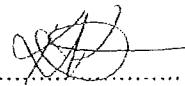
Signature of Witness



Name of Witness (block letters)

18-18-2015

Date



Signature of authorised person

ACTING CFO

Office held

KATERINA KAPODASSIS

Name of authorised person (block letters)

Executed by Velacor Therapeutics Pty Ltd



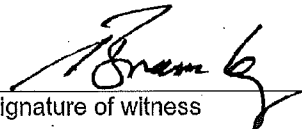
Signature of authorised officer

RAYMOND WILSON

Print name of authorised officer

25.02.2016

Date



Signature of witness

STEPHEN BRAMLEY

Name of witness (print)

Executed by Nominee



Signature of authorised officer

GARY GRAW

Print name of authorised officer

7-3-16

Date



Signature of witness

BERNADETTE NOVEMBRE

Name of witness (print)

SCHEDULE

Patents

As described in the attached table.

[REDACTED]

[REDACTED] All information and data arising in connection with the following clinical trials:

(1) Study number Velacor 001-A Phase I Study of Sodium Selenate in Patients with [REDACTED] Prostate Cancer

(2) Study number Velacor 002-A Randomised, Double-Blind, Placebo-Controlled Trial to evaluate the safety, tolerability and the Biological and Cognitive Effects of VEL001 (Sodium Selenate) in Patients with Mild to Moderate Alzheimer's Disease - a Pilot Study

(3) Study number Velacor 002-E1 Open Label Extension Study to Evaluate the Safety, tolerability and Cognitive Effects of VEL001 (Sodium Selenate) in Patients with Alzheimer's Disease

[REDACTED] including without limitation:

- (i) clinical trial results, summaries, notes, patient consent forms
- (ii) presentations and researcher summaries, and
- (iii) files and documents

[REDACTED] marketing material and reports relating to the Patents, and

[REDACTED] preclinical data in Alzheimer's disease, cancer, seizures, stroke, schizophrenia, Parkinson's disease, animal pharmacokinetic studies, medicinal chemistry modelling relating to the Patents.

Materials

Clinical Trial Samples

(1) Blood and cerebrospinal fluid samples from the Velacor002 and Velacor002-E1 studies are stored under liquid nitrogen at the MHP, Oak Street Parkville, contact Brett Tounser, btounser@minelb.edu.au (storage contracts to be transferred to UoM in execution of assignment agreement). There are restrictions on the use and place of testing of these samples as highlighted below due to Patient Consents and Human Research Ethics Committee. There are obligations and restrictions on those samples

[REDACTED] blood samples, patient information and samples from Velacor002 and Velacor002-E1 study are stored at MHP (as above). The samples may be used to perform additional tests for substances that may be linked to Alzheimer's disease, to determine how much selenate and metabolites are in the blood, and to find out what biological effects selenate has

[REDACTED] cerebrospinal fluid samples from Velacor002 and Velacor002-E1 studies are stored at MHP. The samples can be tested for substances that may be linked to Alzheimer's disease and for further tests for substances that may be linked to Alzheimer's disease.

...determine how much selenium and metabolites are in the cerebrospinal fluid, and to
...investigate what effects selenium has had

At the time of the patient's consent, it is so samples can be stored and tested by Velacor
Therapeutics (Australia), Forensic Pathology (Australia), Sonic Healthcare (Australia), QLAB
(Singapore/UK, USA), University of Gothenburg (Sweden), Mental Health Research Institute
(Australia) and the University of Melbourne (Australia). Blood, cerebrospinal fluid, urine samples
and images from the brain scans will be stored for up to 5 years after the study has finished and
then will be destroyed in accordance with local regulations and standard methods for disposal.
(Velacor002 to be stored until 30th July 2018, Velacor002-E2 to be stored until 31st December
2018).

Physical embeddings of Know-how

Papers collated into folders and contained within archive boxes labelled 'Velacor Know-how'
and 'Investigative content' is affixed to archive boxes.

Hard drive and contained within above-mentioned archive boxes containing pre-clinical data.

Patent Table

Patent Family 4: Treatment of neurodegenerative disorders

Application No.	Country	Filing Date	Status
200723 1547	Australia	29 03 2007	Registered
PI0709033. I	Brazil	29 03 2007	Pending
264444 1	Canada	29 03 2007	Registered
200780012280.6	China	29 03 2007	Registered
2004204 (07718638.5)	Europe	29 03 2007	Registered
2009-501780	Japan	29 03 2007	Registered
10-2008-702656 1	Korea	29 03 2007	Registered
284935	Mexico	29 03 2007	Registered
571835	New Zealand	29 03 2007	Registered
596244	New Zealand	7 November 2011	Registered
2489155	Russian Federation	29 03 2007	Registered
12/295270	United States of America	29 03 2007	Allowed

- 2 -

Patent Family 5: Treatment of neurological disorders

Application No.	Country	Filing Date	Status
2008307 148	Australia	3 10 2008	Registered
PI0817581. 0	Brazil	3 10 2008	LAPSED
2701577	Canada	3 10 2008	Pending
08800105.2	Europe	3 10 2008	Pending
2010-527294	Japan	3 10 2008	Registered
MX/a/2010/0036 15	Mexico	3 10 2008	LAPSED
585072	New Zealand	3 10 2008	Registered
14/61054 1	United States of America	3 10 2008	LAPSED

