

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4008069

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIETMAR W. HUTMACHER	02/08/2011
RECEIVING PARTY DATA	
Name:	QUEENSLAND UNIVERSITY OF TECHNOLOGY
Street Address:	2 GEORGE STREET
City:	BRISBANE, QUEENSLAND
State/Country:	AUSTRALIA
Postal Code:	4000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12625069
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	GTRC4660
NAME OF SUBMITTER:	RYAN A. SCHNEIDER
SIGNATURE:	/Ryan A. Schneider, Reg. #45083/
DATE SIGNED:	08/16/2016
Total Attachments: 4	
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED is made on the 8th day of FEBRUARY two thousand and eleven

BETWEEN QUEENSLAND UNIVERSITY OF TECHNOLOGY a body corporate constituted under the Queensland University of Technology Act 1998 (Qld) ABN: 83 791 724 622, of 2 George Street, Brisbane, Queensland, 4000 Australia

(in this Deed called "the Assignee")

AND DIETMAR WERNER HUTMACHER of 13 Seton Close, Kenmore Hills, Queensland, 4069 Australia

(in this Deed called "the Assignor")

BACKGROUND

- A. The Assignor is an employee of the Assignee.
- B. The Assignor has participated and will continue to participate in the carrying out of the Project pursuant to which the Intellectual Property has been created.
- C. To the extent that the Intellectual Property is not owned by the Assignee as a result of the employment relationship between the Assignee and the Assignor, the Assignor has agreed to assign the Assignor's interest in the Intellectual Property to the Assignee.

THIS DEED PROVIDES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Intellectual Property means such of the following:

- a) an invention or discovery; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; biological material; computer program; integrated circuit, circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document;
- b) improvement, modification or development of any of the foregoing;
- c) patent, application for a patent, right to apply for a patent or similar rights for or in respect of any of the subject matter referred to in sub-paragraphs (a) or (b);
- d) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document or other subject matter referred to in sub-paragraphs (a) or (b);
- e) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (a) or (b);
- f) circuit layout rights; and
- g) plant breeders rights,

arising in the course of the carrying out of the Project;

Project means the development of systems for affecting anatomical structures, including, but not limited to, a nanofiber mesh configured to substantially conform to an anatomical structure, wherein at least a portion of the nanofiber mesh defines a fillable space; and a carrier substance comprising an active agent, such as a bone morphogenetic protein, wherein the carrier substance is disposed within the fillable space, as described in PCT Patent Application Number US2009/065754 entitled "Systems and Methods to Affect Anatomical Structures" filed on 24 November 2009.

1.2 Interpretation

- a) A reference to a party to this Deed includes a reference to that party's executor, administrator, heirs, successors, permitted assigns, guardian, and trustee in bankruptcy, all of whom, respectively, are bound by the provisions of this Deed.
- b) Headings in this Deed are inserted for guidance only, and shall not affect the meaning and interpretation of the remaining provisions of this Deed.
- c) Words in this Deed importing the singular number or plural number shall include the plural number and singular number respectively.
- d) Words in this Deed importing persons include all persons, entities and associations, including companies, trusts, bodies corporate, statutory bodies, partnerships, and joint venturers.
- e) Where a word or phrase is given a particular meaning in this Deed, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- f) The word "including" is not a word of limitation.

2. ASSIGNMENT

- a) To the extent that the Intellectual Property created by the Assignor as a result of the Assignor's participation in the Project is not owned by the Assignee as a result of the employment relationship between the Assignor and the Assignee, the Assignor assigns all of the Assignor's right title and interest in and to the Intellectual Property to the Assignee.
- b) The Assignor assigns to the Assignee the right to sue for and recover damages and other relief in relation to any infringement of the Intellectual Property that may have occurred before the date of this Deed.

3. FURTHER ASSURANCE AND KNOWLEDGE CONCERNING INTELLECTUAL PROPERTY

- a) The Assignor must on demand by the Assignee perform all such acts and execute all such agreements, assurances and other documents and instruments as the Assignee reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this Deed or to give full force and effect to, or facilitate the performance of, the transactions provided for in this Deed.
- b) Without limiting the generality of paragraph (a), the Assignor must sign all such documents as shall be required to assign to the Assignee all patent applications pending, and all patents granted, that encompass the Intellectual Property.
- c) Without limiting the generality of paragraph (a), the Assignee may require the Assignor to sign a document in favour of a successor in title of the Assignee, in lieu of a document in favour of the Assignee.
- d) As at the date of this Deed, the Assignor:
 - (i) is not aware of anything that may adversely affect the Assignee's ownership of the Intellectual Property; and
 - (ii) does not have any knowledge that the Intellectual Property infringes the rights (including intellectual property rights) of a third party,except that which it has made the Assignee aware of prior to the date of this Deed.

4. **GENERAL**

4.1 **Counterparts**

This Deed may be executed in separate counterparts, and all those counterparts together constitute one Deed.

4.2 **Legal Costs**

Each party shall be responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this Deed.

4.3 **Whole Agreement**

The parties acknowledge that solely in relation to the subject matter of this Deed the whole of the agreement between the parties is contained in this Deed.

4.4 **Variations**

No variation to this Deed shall be binding upon the parties unless that variation is in writing, and is signed by all the parties to this Deed.

4.5 **Severance**

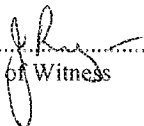
If it is held by a court that:

- a) any part of this Deed is or would be void, voidable, illegal or unenforceable; or
- b) the application of any part of this Deed to any person or circumstances shall be or become invalid or unenforceable

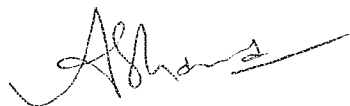
unless any part of this Deed were severed from this Deed, that part shall be severable and shall not affect the continued operation of the remaining terms of this Deed.

SIGNATURES OF PARTIES

SIGNED, SEALED AND DELIVERED by and in)
the name of Queensland University of Technology)
ABN 83 791 724 622 by its attorney under Power of)
Attorney dated 2 July 2008 in the presence of:


Signature of Witness

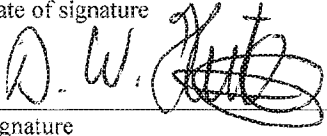
JANELLE RYAN
Name of Witness (print)


Signature of attorney (DVC R&C)

PROFESSOR ARUN SHARMA
Name of attorney (print)

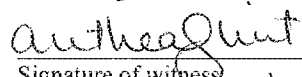
9-2-2011
Date of signature

SIGNED SEALED AND DELIVERED)
by Dietmar Werner Hutmacher)
in the presence of)


Signature

Dietmar W. Hutmacher
Signatory print full name

3-02-2011
Date of signature


Signature of witness

Anthea Flint
Witness print full name