

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4026724

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MURDOCH UNIVERSITY	11/04/2008
RECEIVING PARTY DATA		
Name:	SPIROGENE PTY LTD	
Street Address:	BUILDING 191, CAMPUS DRIVE	
City:	MURDOCH	
State/Country:	AUSTRALIA	
Postal Code:	6150	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9011878
CORRESPONDENCE DATA		
Fax Number:	(206)224-0779	
<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:	2066828100	
Email:	efiling@cojk.com	
Correspondent Name:	THOMAS S. NOWAK	
Address Line 1:	CHRISTENSEN O'CONNOR JOHNSON KINDNESS	
Address Line 2:	1201 THIRD AVENUE, SUITE 3600	
Address Line 4:	SEATTLE, WASHINGTON 98101-3029	
ATTORNEY DOCKET NUMBER:	GHAC137115	
NAME OF SUBMITTER:	ALYSSA M. SKINNER	
SIGNATURE:	/Alyssa M. Skinner/	
DATE SIGNED:	08/26/2016	
Total Attachments: 12		
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Assignment Deed

Details

Parties		
University	Name	MURDOCH UNIVERSITY
	Address	South Street, Murdoch, Western Australia
	Telephone	(08) 9360 2574
	Fax	(08) 9360 6686
	Attention	Director Research & Development
Company	Name	SPIROGENE PTY LTD
	ABN/ACN/ARBN	86 126 864 846
	Address	Building 191, Campus Drive Murdoch University, South Street, Murdoch, Western Australia
	Fax	08 9360 7598
	Attention	The CEO
Recitals	A	The University owns the Assignment IP.
	B	The University has agreed to assign all of its right, title and interest in the Assignment IP to the Company, subject to the Company granting back certain licences.
	C	This Deed records the assignment of the Assignment IP agreed to by the parties.
Governing law	Western Australia	
Date of Deed	See Signing page	

General terms

1 Definitions and interpretation

1.1 Definitions

The following words and expressions shall have the following meanings:

"Assignment IP" means: (a) the Intellectual Property Rights described in Annexure A; (b) Intellectual Property Rights that may be granted or have been granted pursuant to any applications described in Annexure A; and (c) any other Intellectual Property Rights that may derive priority from or have equivalent claims to the Intellectual Property Rights described in (a) or (b) in any other territory.

"Confidential Information" means all information, know-how, ideas, concepts, technology, technical data manufacturing processes and industrial knowledge relating to the Assignment IP.

"Field" means any field other than vaccines.

"Intellectual Property Rights" includes copyright, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, rights in respect of confidential information (including trade secrets and know-how) and circuit layouts.

1.2 Interpretation

- (a) A reference in this Deed to a person shall include corporations; words including singular number shall include plural number and vice versa; words including a gender shall include all other genders.
- (b) A reference in this Deed to a statute or a section of a statute includes all amendments to that statute or section passed in substitution for the statute or section referred to or incorporating any of its provisions.
- (c) Clause headings have been inserted for the purpose of guidance only, and shall not be part of this Deed.
- (d) The fact that a party prepared this Deed will not be taken into account as a basis for interpreting this Deed, or any provision of it, adversely to that party's interest.

2 ASSIGNMENT

Subject to clause 5, the University hereby assigns and conveys to the Company the entire right, title and interest in and to the Assignment IP and any and all inventions disclosed in the Assignment IP, including (without limitation) all rights of the University:

- (a) to sue for past infringements of the Assignment IP, including the right to collect and receive any damages, royalties, or settlements for such infringements; and
- (b) to any and all causes of actions relating to any of the inventions or discoveries described in the Assignment IP.

3 COOPERATION

3.1 Cooperation

The University agrees to provide reasonable assistance to the Company in:

- (a) providing letters of instruction and revocations of powers of attorney with respect to prosecution counsel; and
- (b) executing and delivering any additional documents which are reasonably required in order to effectuate the assignment accomplished by this Deed, including without limitation the document in Exhibit A,

and will ensure that its employees, agents and contractors agree to:

- (c) assist the Company in preparing, prosecuting and procuring patents and copyrights in respect of the Assignment IP;
- (d) execute and deliver all documents necessary or desirable to apply for and obtain patents or copyrights in respect of the Assignment IP; and
- (e) execute and deliver all documents necessary or desirable to vest the Company with full title to such patents or copyrights.

4 WARRANTIES

4.1 University

Subject to clauses 4.2, the University represents and warrants to the Company that:

- (a) with the exception of any licences disclosed under clause 5 of this Agreement, to the best of the University's knowledge and belief after reasonable inquiry, it owns the entire right, title and interest to the Assignment IP, free and clear of any liens and encumbrances;
- (b) it possesses the right and power to enter into this Deed and grant the rights granted herein; and
- (c) with the exception of any licenses disclosed under clause 5 of this Agreement, to the best of the University's knowledge and belief after reasonable inquiry no licenses have ever been granted by the University for the Assignment IP.

4.2 Limitation of warranty

The University makes no warranties:

- (a) as to the validity or enforceability of any patent application or patent;
- (b) that the practice of any patent application or patent does not infringe any third party patent; and
- (c) of merchantability or fitness for a particular purpose.

5 Reserved Rights

The Company acknowledges that any assignment under this Deed (including under Exhibit A) is subject to the University:

- (a) having a perpetual, non-exclusive, royalty free licence to use Assignment IP for genuine teaching and academic research activities providing that such activities do not in any way limit its continuing obligations under clause 6 of this Deed;
- (b) hereby agreeing, in the event the University proposes to commercialise any new intellectual property derived from the use specified under clause 5(a), to negotiate a further licence with the Company, as necessary to permit the commercialisation activity; and
- (c) having a perpetual, irrevocable, exclusive, royalty-free licence (including the right of sublicense) to use, commercialise and otherwise exploit the Assignment IP in the Field.

The Company acknowledges that the University has already granted licences to third parties consistent with clause 5(c).

6 Secrecy obligations

6.1 Confidential Information

Each party shall:

- (a) keep confidential all Confidential Information disclosed to it by the other party;
- (b) not use any Confidential Information disclosed to it by the other party except for the purposes of and on the terms of this Deed; and
- (c) exercise every reasonable precaution to prevent and restrain the unauthorised disclosure of Confidential Information disclosed to it by the other party.

6.2 Permitted Disclosures

Notwithstanding the provisions of clause 6.1, a party may disclose information to the extent that:

- (a) such disclosure is forced by laws, regulations or orders;
- (b) the information is generally available in the public domain except where that is a result of a disclosure in breach of this Deed;
- (c) a party can prove that it independently developed the information before it was disclosed to it;
- (d) with the written consent of the party entitled to the protection of confidentiality; or
- (e) the information was received from a third party on a non-confidential basis, unless the recipient knew or ought to have known that the third party breached an obligation of confidence by providing such information.

6.3 Other disclosures to Third Parties

Notwithstanding the provisions of clause 6.1, the Company may disclose Confidential Information to a third party for the purpose of commercialisation of the Assignment IP, where the Company has obtained the prior written agreement of that party to keep the information confidential (**Undertaking**). The Company shall ensure the Undertaking is substantially in the terms of clauses 6.1 and 6.2 of this Deed. The Company further agrees that in the event of any actual or suspected breach of confidentiality by that third party, that the Company will enforce the Undertaking at its own cost.

7 General

7.1 Waiver

Any waiver or forbearance in regard to the performance of this Deed shall operate only if in writing and shall apply only to the specified instance, and shall not affect the existence and continued applicability of the terms of it thereafter.

7.2 Entire Agreement

This Deed embodies all the terms binding between the parties relating to the subject matter and replaces all previous representations, agreements or proposals, express or implied, written or oral, not embodied herein.

7.3 Applicable law

This Deed shall be read and construed according to the laws of the State of Western Australia and the parties irrevocably and unconditionally submit to the exclusive

jurisdiction of the courts of Western Australia and courts entitled to hear appeals from those courts.

7.4 Amendments

This Deed may not be varied except by another deed signed by the parties.

7.5 Severability

If any provision of this Deed is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, the validity and enforceability of the remaining provisions shall not be thereby affected.

7.6 No agency or partnership

This Deed does not constitute any party the agent of another or imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of another. No party has the authority to pledge the credit of another.

7.7 Further agreements

Each party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to this Deed.

7.8 Assignment

The University may not assign all or any of its rights or obligations under this Deed (except for its rights under clause 5(c)) without the prior written consent of the Company. The Company may assign its rights or obligations under this Deed in whole or in part to a third party, provided that such assignment is subject to an agreement which provides for:

- (a) licences to be issued to the University on the same terms that granted under clause 5 of this Deed; and
- (b) the third party to maintain confidentiality on the terms set out under clause 6 of this Deed.

8 Notices

8.1 Form

Unless expressly stated otherwise in this Deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this Deed ("Notices") must be in writing, sent by a person authorised by the sender for the purposes of this Deed and marked for the attention of the person identified in the

Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

8.2 Delivery

Notices must be

- (a) left at the address set out in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out in the Details; or
- (c) sent by fax to the fax number set out in the Details.

However, if the intended recipient has notified a change in notice details, then the communication must be to those new details.

8.3 When effective

Unless a later time is specified in it, a Notice takes effect:

- (a) if left at the address set out in the Details, upon delivery;
- (b) if sent by post, two days after posting (or seven days after posting if sent to or from a place outside Australia); and
- (c) if sent by fax, at the time shown in the transmission report as the time that the whole fax was successfully transmitted, unless the recipient advises the sender within 1 business day that the transmission was not fully received,

except that, if it is received after 5.00pm in the place of receipt or on a non-working day in that place, it is taken to be received at 9.00am on the next succeeding working day in that place unless a later time is specified.

SIGNED as a Deed.

DATED: 4 November 2008

EXECUTED under seal by
MURDOCH UNIVERSITY in
accordance with clause 1 of Statute 1
and Senate resolution S/51/2007



Signature of Chancellor/Pro-Chancellor/Vice-Chancellor

Professor John Yovich
Vice Chancellor
Murdoch University
South Street
Murdoch WA 6150
Australia

Signature of General Counsel

JEREMY RIGGS

Full name

Signed sealed and delivered by
Spirogene Pty Ltd in accordance with
section 127(1) of the Corporations Act
2001 (Cwlth) by authority of its
directors:

Signature of Director:

Name (print):

Tim Morrison

Date: 4/11/08

Signature of Director or
Secretary:

Name (print):

Alistair Murdoch

Date: 24.10.08

EXHIBIT A

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **MURDOCH UNIVERSITY** a body corporate established pursuant to the provisions of the Murdoch University Act 1973 (Western Australia), hereby sells, assigns, transfers and conveys to **SPIROGENE PTY LTD**, an Australian corporation ("Company"), its designees, successors and assigns, the entire right, title and interest in and to Patent Application No. Insert, all patents arising from such application and all patents that that may derive priority from or have equivalent claims to such application and related applications, divisions, continuations, and renewals thereof, all inventions described in that patent, and all proceeds thereof (including but not limited to, all license royalties and proceeds of infringement suits) and all letters patent which may be granted on the applications or any corresponding applications, and all reissues, extensions thereof, and in and to any and all causes of action for past, present and future infringement of any of the patents, or relating to any inventions or discoveries described therein, including the right to collect royalties for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns and legal representatives, each and every of the foregoing rights, titles and interests herein assigned to be held and enjoyed by the Company, its designees, successors and assigns, as fully and entirely as the same would have been held and enjoyed by Murdoch University had this Assignment not been made.

IN TESTIMONY WHEREOF, Murdoch University has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed at _____, _____ this ____ day of _____, 200 ____.

Murdoch University

By _____

Name: _____

Title: _____

Annexure A

Assignment IP

Case Number	Priority Application	Publication
34239 BmpB novel nucleotide and amino acid sequences and diagnostic and therapeutic uses thereof (Brachyspira 1)	Australian Priority AU 2002-953431 Filed 19 Dec 2002 US 11/195063 (Div) Filed 2 August 2005 US 10/739,583 Filed 18 Dec 2003	 Published 16 March 2006 Published 23 Sept 2004
34141 BPMP-72 novel Brachyspira pilisicoli nucleotide and amino acid sequences and therapeutic uses thereof (Brachyspira 2)	Australian priority AU-2003907017 Filed 19 Dec 2003 Australia national AU2004299519 Filed 17 Dec 2004 BRPI0417798 3 Filed 17 Dec 2004 CA2545671 Filed 17 Dec 2007 CN200480038092.7 Filed 17 Dec 2004 EP 04802085.3 Filed 17 Dec 2004 HK07100935.1 Filed 25 Jan 2007 JP2006-544177 Filed 17 Dec 2004 NZ546994 Filed 17 Dec 2004 US10/583,202 Filed 17 Dec 2004	Publication PCT/AU2004/001783 on 30 June 2005 BR published 20 Mar 2007 CA not yet published CN published 17 Jan 2007 EP published 6 Sept 2006 HK published 4 May 2007 JP published 29 Nov 2007 NZ not yet published US published 1 Feb 2007
34260 Brachyspira vaccine (Brachyspira 3)	AU Priority AU2005902418 Filed 12 May 2005	Publication of PCT 16 November 2006 WO2006/119983

HYO	AR P0610869 Filed 10 May 2006	AR published 2 May 2007
	AU 2006245965 Filed 10 May 2006	AU not yet published
	BR PI0611534-9 Filed 10 May 2006	BR not published yet
	CL1099-2006 Filed 11 May 2006	CL published 20 October 2006
	CN PCT/EP2006/004385 Filed 10 May 2006	CN not yet Published
	EP06753549.2 Filed 10 May 2006	EP published 30 January 2008
	PE000496/2006-OIN Filed 10 May 2006	PE published 18 Jan 2007
	TH 0601001794 Filed 20 April 2006	TH not yet published
	TW 95116862 Filed 12 May 2006	TW published 16 May 2007
	VE 1047-06 Filed 15 May 2006	VE not yet published
34325 Brachyspira pilisicoli Brachyspira 4	AU Priority AU2005903317 Filed 23 June 2005	PCT/EP06/005961 Published 28 Dec 2006
PILO	AU/EP06/005961 Filed 21 June 2006	=PCT
	BR PI0611833-0 Filed 21 June 2006	=PCT
	CN/EP06/005961 Filed 21 June 2006	=PCT
		PE published 12 March 2007
		not yet published
		not yet published

50106 Brachyspira hyodysenteria vaccine - (Brachyspira 5) HYO	AU priority AU2006901417 Filed 20 March 2006 PCT filed 27 Sept 2007	PCT/EP07/002424 Published 27 September 2007
50142 Novel <i>Brachyspira pilosicoli</i> Genes and Proteins and Uses Thereof (Brachyspira 6) PILO	AU priority AU2006901925 Filed 03 April 2006	PCT/EP07/002955 Published 11 October 2007
50346 Brachyspira hyodysenteriae Genes and Proteins - (Brachyspira 7) HYO	AU priority AU 2006904311 Filed 9 August 2006	PCT/EP07/058049 Published 14 Feb 2008
50358 Brachyspira hyodysenteriae Genes and Proteins - (Brachyspira 8) HYO	EP Priority EP06119049.2 Filed 16 August 2006	No publication
52578 Brachyspira hyodysenteriae Genes and Proteins - (Brachyspira 9) HYO	EP Priority 08152093.4 Filed 28 Feb 2008	Not yet published
52610 Brachyspira hyodysenteriae Genes and Proteins - (Brachyspira 10)	EP Priority 08153406.7 Filed 27 Mar 2008	Not yet published