

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4154961

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CALLAGHAN INNOVATION RESEARCH LIMITED	10/17/2016
RECEIVING PARTY DATA	
Name:	VICTORIA LINK LIMITED
Street Address:	ALAN MACDIARMID BUILDING
Internal Address:	KELBURN PARADE, ROOM AM404
City:	WELLINGTON
State/Country:	NEW ZEALAND
Postal Code:	6012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14417487
CORRESPONDENCE DATA	
Fax Number:	(206)682-6031
<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:	206-622-4900
Email:	yvettes@SeedIP.com
Correspondent Name:	HAI HAN, PH.D.
Address Line 1:	SEED IP LAW GROUP LLP
Address Line 2:	701 FIFTH AVENUE, SUITE 5400
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	191184.402USPC
NAME OF SUBMITTER:	HAI HAN, PH.D.
SIGNATURE:	/Hai Han/
DATE SIGNED:	11/22/2016
Total Attachments: 7	
source=402USPC Assignment#page1.tif	
source=402USPC Assignment#page2.tif	
source=402USPC Assignment#page3.tif	
source=402USPC Assignment#page4.tif	

source=402USPC Assignment#page5.tif

source=402USPC Assignment#page6.tif

source=402USPC Assignment#page7.tif

GAVIN FRANK PAINTER

REGAN JAMES ANDERSON

BENJAMIN JASON COMPTON

COLIN MALCOLM HAYMAN

DAVID SAMUEL LARSEN

IAN FRANCIS HERMANS

UNIVERSITY OF OTAGO

THE MALAGHAN INSTITUTE OF MEDICAL RESEARCH

MALCORP BIODISCOVERIES LIMITED

CALLAGHAN INNOVATION RESEARCH LIMITED

VICTORIA LINK LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

GAVIN FRANK PAINTER, a New Zealand citizen, of 5 Mahoe Street, Waterloo, Lower Hutt, New Zealand (**First Assignor**)

REGAN JAMES ANDERSON, a New Zealand citizen, of 32B Mission Street, Waterloo, Lower Hutt, New Zealand (**Second Assignor**)

BENJAMIN JASON COMPTON, a New Zealand citizen, of 44 Guthrie Street, Waterloo, Lower Hutt, New Zealand (**Third Assignor**)

COLIN MALCOLM HAYMAN, a New Zealand citizen, of 33 Poto Road, Normandale, Lower Hutt, New Zealand (**Fourth Assignor**)

DAVID SAMUEL LARSEN, a New Zealand citizen, of 24 Fairview Terrace, Sawyers Bay, Port Chalmers, Dunedin, New Zealand (**Fifth Assignor**)

IAN FRANCIS HERMANS, a New Zealand citizen, of 33 Epuni Street, Aro Valley, Wellington, New Zealand (**Sixth Assignor**)

UNIVERSITY OF OTAGO, a body corporate established under the University of Otago ordinance 1869, of Leith Street, Dunedin, New Zealand (**Seventh Assignor**)

THE MALAGHAN INSTITUTE OF MEDICAL RESEARCH, a charitable trust board registered under the Charitable Trusts Act 1957 (**Eighth Assignor**)

MALCORP BIODISCOVERIES LIMITED, a New Zealand company, of Central Services Bldg, Victoria University Entrance 7, Kelburn Parade, Wellington, New Zealand (**Ninth Assignor**)

CALLAGHAN INNOVATION RESEARCH LIMITED, (previously called Industrial Research Limited) a New Zealand company whose registered office is located at Gracefield Research Centre, 69 Gracefield Road, Lower Hutt, New Zealand (**Tenth Assignor**)

VICTORIA LINK LIMITED, (company number 540316) a wholly owned subsidiary of Victoria University of Wellington (**Assignee**)

INTRODUCTION

- A. The First, Second, Third and Fourth Assignors have devised or contributed to the Invention in the course of their employment with the Tenth Assignor, and agreed to assign their interest in the Invention and the Intellectual Property Rights to the Tenth Assignor.
- B. The Fifth Assignor devised or contributed to the Invention in the course of his employment with the Seventh Assignor, and agreed to assign his interest in the Invention and the Intellectual Property Rights to the Seventh Assignor.
- C. The Sixth Assignor devised or contributed to the Invention in the course of his employment with the Assignee on behalf of the Eighth Assignor, and agreed to assign his interest in the Invention and the Intellectual Property Rights to the Assignee. The Assignee agreed to assign the Sixth Assignor's interest in the Invention and the Intellectual Property Rights to the Eighth Assignor.
- D. The Ninth Assignor is the intellectual property holding company of the Eighth Assignor, and the Eighth Assignor agreed to assign its interest in the Invention and the Intellectual Property Rights to the Ninth Assignor.

- E. The Seventh Assignor and the Ninth Assignor agreed to assign their interest in the Invention and the Intellectual Property Rights to the Tenth Assignor.
- F. The Tenth Assignor agreed to assign its interest in the Invention and the Intellectual Property Rights to the Assignee.
- G. Various documents have been signed by the parties recording the agreements referred to in paragraphs A to F above, and assigning rights in the Invention in accordance with those agreements.
- H. The Tenth Assignor changed its name from Industrial Research Limited to Callaghan Innovation Research Limited on 1 February 2013.
- I. All parties acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- J. To the extent that the Assignors own the Invention or any Intellectual Property Rights, each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights subject to the terms and conditions of this Agreement.

COVENANTS

1. DEFINITIONS

- 1.1. In this deed, including the Introduction, the following words will have the following meanings:

Assignors means the First Assignor, the Second Assignor, the Third Assignor, the Fourth Assignor, the Fifth Assignor, the Sixth Assignor, the Seventh Assignor, the Eighth Assignor, the Ninth Assignor and the Tenth Assignor and **Assignor** means any one of them;

Copyright means all:

- (a) all copyrights in any original artistic, literary and other works; and
- (b) database rights,

comprising or relating to the Invention as may exist anywhere in the world;

Design Rights means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and

- (d) any semi-conductor topography or integrated circuit layout rights;

Intellectual Property Rights means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

Invention means any and all inventions the subject of the Patent Applications, as improved, modified, developed or amended at any time up to the date of signing of this deed;

Patent Applications means the patent applications set out in the Schedule; and

Patent Rights means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and the right to be granted patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Applications together with:
 - (i) any patent that may be granted pursuant to the Patent Applications; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

- 2.1. **Confirmation:** Each Assignor hereby confirms the assignment of all of that Assignor's rights, title and interest in and to the Invention and the Intellectual Property Rights as described in paragraphs A to F of the Introduction to this deed, to the extent such rights, title and interest were assigned by the Assignor under the agreements referred to in paragraphs A to F of the Introduction to this deed.
- 2.2. **Assignment:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignors, each Assignor hereby assigns to the Assignee absolutely all of its rights, title and interest in and to:
 - (a) the Invention; and
 - (b) the Intellectual Property Rights,

to the extent that Assignor holds any such rights, title and interest as at the date of this deed.

- 2.3. **Rights of action:** The assignments confirmed and effected by clauses 2.1 and 2.2 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.
- 2.4. **Moral rights:** The Assignors waive all of their moral rights relating to Copyright works throughout the world, to the extent that they may lawfully do so.

3. GENERAL

- 3.1. **Further actions:** If requested by the Assignee, each of the Assignors will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:
- (a) give effect to the assignment in this deed;
 - (b) record the assignments referred to in this deed on the relevant patent registers; and
 - (c) enable the Assignee to prosecute, maintain, renew, enforce and defend the Intellectual Property Rights.
- 3.2. **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 3.3. **Counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile and electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
 - (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- 3.4. **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED by MALCORP
BIODISCOVERIES LIMITED by:**

Signature of Director

Name of Director

Date

Signature of Director

Name of Director

Date

**SIGNED by CALLAGHAN
INNOVATION RESEARCH
LIMITED In the presence of:**

Pauline Zumbach
Signature of Authorised Signatory

Pauline Zumbach
Name of Authorised Signatory

Chief Legal Advisor
Title of Authorised Signatory

17/10/16
Date

WITNESS

Signature: Angela Offord

Name: Angela Offord

Address: Lower Hutt

Occupation: Secretary

**SCHEDULE
PATENT APPLICATIONS**

Country	Application Number	Title	Date Filed
New Zealand	601473	ORGANIC COMPOUNDS	26 July 2012
New Zealand	613614	ORGANIC COMPOUNDS	26 July 2013
PCT	PCT/NZ2013/000133	ORGANIC COMPOUNDS	26 July 2013
China	201380050112.1	ORGANIC COMPOUNDS	25 March 2015
USA	14/417,487	ORGANIC COMPOUNDS	26 January 2015
Australia	AU 2013293646	ORGANIC COMPOUNDS	24 February 2015
Canada	CA 2,880,191	ORGANIC COMPOUNDS	26 January 2015
European Patent Office	EP 13823249.1	ORGANIC COMPOUNDS	19 February 2015
India	IN 492/KOLNP/2015	ORGANIC COMPOUNDS	25 February 2015
Japan	JP 2015-524218	ORGANIC COMPOUNDS	26 January 2015
Republic of Korea	KR 10-2015-7004813	ORGANIC COMPOUNDS	25 February 2015