

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

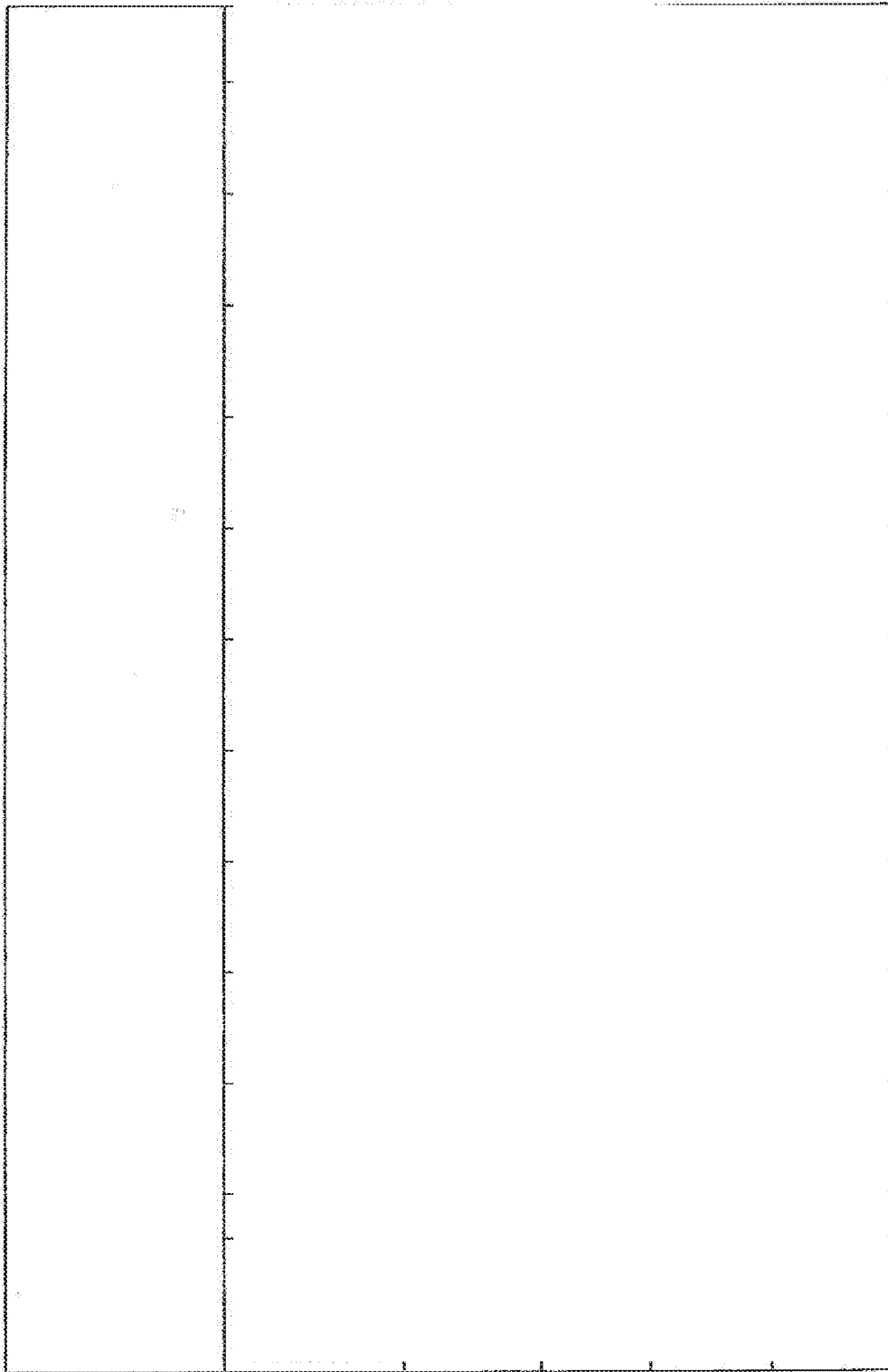
EPAS ID: PAT4157481

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PITNEY PHARMACEUTICALS PTY LTD	07/20/2016
RECEIVING PARTY DATA		
Name:	NEWSOUTH INNOVATIONS PTY LIMITED	
Street Address:	RUPERT MYERS BUILDING, GATE 14 BARKER STREET	
Internal Address:	UNIVERSITY OF NEW SOUTH WALES	
City:	NEW SOUTH WALES	
State/Country:	AUSTRALIA	
Postal Code:	2052	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14649518
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	slane@kilpatricktownsend.com	
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP	
Address Line 1:	TWO EMBARCADERO CENTER, SUITE 1900	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111	
ATTORNEY DOCKET NUMBER:	091965-002500US-0946898	
NAME OF SUBMITTER:	SHARLEEN LANE	
SIGNATURE:	/Sharleen Lane/	
DATE SIGNED:	11/25/2016	
Total Attachments: 16		
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Assignment Deed

DETAILS					
DATE					
PARTIES	NewSouth Innovations Pty Limited ABN 25 000 263 025 (NSI) Rupert Myers Building, Gate 14 Barker Street, UNSW, Sydney, NSW 2052, Australia Contact: Chief Executive Officer Phone: +61 2 9385 6505 Fax: +61 2 9385 6502 Email: contracts.manager.innovations@unsw.edu.au				
	Pitney Pharmaceuticals Pty Ltd ABN 41 156 228 705 (Pitney) Suite 39, 1 Freshwater Parade, Claremont, Western Australia, 6010 Australia Contact: Roger Aston, Managing Director and CEO Phone: +61 402 762 204 Email: rogeraston@aol.com				
ENTIRE DEED	The Deed consists of the General Terms, these Details and any annexures or schedules to the Deed.				
NSI INTELLECTUAL PROPERTY RIGHTS	Project name		Tech ID	Intellectual Property Notification Date	
DETAILS OF NSI INTELLECTUAL PROPERTY RIGHTS	Patent (and all patents derived thereof)	Patent No.	Juris- diction	Priority date	Filing date



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PITNEY INTELLECTUAL PROPERTY RIGHTS (Mucin IP)			
	Project name	Tech ID	Intellectual Property Notification Date
	Novel Mucolytic agent for mucin produced by Pseudomyxoma peritonei and other mucin produced cancerous cells.	11_2854	0909/2011
	Cysteamine as an alternative to Nac with	2015-029	27/04/2015

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	Bromelain in mucin producing tumors				
DETAILS OF PITNEY INTELLECTUAL PROPERTY RIGHTS	Patent (and all patents derived thereof)	Patent No.	Juris- diction	Priority date	Filing date
	Treatment of diseases involving mucin				
	Treatment of diseases involving mucin	AU 2013362878	Australia	17/12/2012	17/12/2012
	Treatment of diseases involving mucin	2013362878 PCT/AU2013 /001474	PCT	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	CA 2895149	Canada	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	CN 2013800709 38.4	China	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	EP 13866447.9	Europe	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	HK 15112050.5	Hong Kong	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	JP 2015- 546778	Japan	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	KR 10-2015- 7018078	Republic of Korea	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	NZ 631536	New Zealand	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	US 14/649518	United States of America	17/12/2012	17/12/2013
	Treatment of diseases involving mucin	ZA 2015/03979	Republic of South Africa	17/12/2012	17/12/2013
	Cysteamine				
	Compositions and methods for the treatment of diseases involving mucin	2015904201	Australia	14/10/2015	14/10/2015

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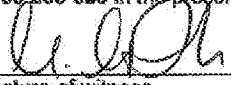
	<p>Including:</p> <ul style="list-style-type: none"> (a) Any patents or patent applications which are based on the Mucin IP and any patents or patent applications which claim priority from, or are divided from, or are continuations of any such patents or patent applications; (b) All unpatented technical and other information not in the public domain including inventions, discoveries, concepts, data, formulae, ideas, specifications, procedures and results for experiments and tests, experimentation and testing, and results of research and development, including laboratory records, clinical trial data, case reports, data analysis and summaries, and information in submissions to and information from ethics committees and regulatory bodies, relating to the inventions the subject of the Mucin IP; (c) All confidential information relating to the Mucin IP.
BACKGROUND	<ul style="list-style-type: none"> iii. Pitney owns the Intellectual Property rights in the Technology known as Mucin IP and has the right to assign the Mucin IP. iv. Pitney agrees to assign its entire interest in the Mucin IP to NSI and NSI agrees to accept those assignments and to undertake certain other obligations on the terms and conditions contained in the Deed.

~EXECUTION PAGE TO FOLLOW~

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EXECUTED AS A DEED

Signed by the authorised representative of
NewSouth Innovations Pty Limited ABN
25 000 263 025 in the presence of


Signature of witness

MORGAN McDONOUGH
Name of witness

22.07.2016
Date


Signature of authorised representative

DR KEVIN CULLEN
Name of authorised representative

CEO NSI 22.7.16
Date

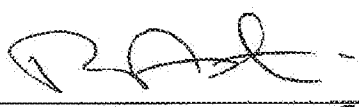
The signatory warrants that they are
authorised to execute the Deed on behalf of
NewSouth Innovations Pty Limited.

Signed for and on behalf of Pitney
Pharmaceuticals Pty Ltd ABN 41 156 228
705 by authority of its directors, under
section 127 of the Corporations Act 2001
(Cth)


Signature of director

ROBERT BISHOP
Name of director

20 July 2016
Date


Signature of director/company secretary

ROGER ASTON
Name of director/company secretary

20th July 2016
Date

GENERAL TERMS

1. Assignment

1.1 Assignment and Consideration

(a)

(b) In consideration of the Assignment made in clause 1.1, Pitney hereby assigns to NSI, and NSI accepts Pitney's entire right, title and interest (whether legally or beneficially owned), including the right of priority, in the Mucin IP, existing at, and with effect from, the date of the Deed.

1.2 NSI's and UNSW's continuing rights

The Parties acknowledge and agree that the assignments in clause 1.1 are subject to a grant by Pitney of a non-exclusive, perpetual, royalty-free, irrevocable, worldwide licence to NSI, with a limited right to sub-licence to UNSW (but with no right for UNSW to sub-licence), to use the MPL IP for education and non-commercial research purposes. For the avoidance of doubt, NSI must not grant any sub-licences, or rights to use the MPL IP to any third party, apart from UNSW, without the prior written consent of Pitney.

1.3 Pitney's continuing rights

The Parties acknowledge and agree that in assigning their interest to the Mucin IP to NSI, Pitney will do all things reasonably necessary to enable NSI to commercialise the Mucin IP,

1.4 Assistance

Each Party must, upon reasonable request and at the assignee's cost, provide the assignee with reasonable assistance, including access to records and execution of documents, required to give full effect to the assignments in clause 1.1. The Assignee will bear all costs associated with the assignment of ownership of the relevant IP, including but not limited to all costs associated with recording of ownership of the relevant IP upon any register of patents that is incurred on and after the date of assignment.

2. Payment

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3. Warranties

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4. Acknowledgements

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5. Reassignment

6. General

6.1 Amendment

The Deed may be altered only in writing signed by each party.

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6.2 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

6.3 Approvals and consents

Except where the Deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under the Deed.

6.4 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the Deed and the transactions contemplated by it.

6.5 Assignment

With the exception of NSI's ability to assign to an Affiliate, neither party may assign its rights or obligations under the Deed without the prior written consent of the other party which may not be unreasonably withheld. Any assignment will only be effective if it is made by way of a deed of assignment and assumption between the assigning party, the continuing party and the incoming party.

6.6 Severability

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

6.7 Survival

Any indemnity or any obligation of confidence under the Deed is independent and survives termination of the Deed. Any other term by its nature intended to survive termination of the Deed survives termination of the Deed.

6.8 Entire agreement

The Deed consists of these General Terms, the Details and any annexures or schedules to the Deed and constitutes the entire agreement of the parties about its subject matter and supersedes all previous deeds, understandings and negotiations on the subject matter.

6.9 Inconsistency

If there is an inconsistency between any provision of the Details, the General Terms, a schedule or an annexure of the Deed, then the Details prevail over the General Terms, the General Terms prevail over any schedule, and a schedule will prevail over any annexure, each only to the extent of the inconsistency.

6.10 Relationship

Except where the Deed expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

6.11 Remedies cumulative

Unless otherwise stated, the rights, powers and remedies provided in the Deed are in addition to and not exclusive of the rights, powers and remedies given by law independently of the Deed.

6.12 Force majeure

If force majeure prevents a party from fully or partly performing any obligation under the Deed (except an obligation to pay money), the affected party's obligation to perform that obligation is suspended while the force majeure continues.

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6.13 Counterparts

The Deed may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

6.14 Governing law

The Deed is governed by the law of the State of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

6.15 Serving documents

Without preventing any other method of service, any document in an action may be served on a Party by being delivered or left at that Party's address provided in the Details of this agreement.

6.16 Requirements for valid legal notice

Any notice or other formal communication having legal effect under the Deed must be:

- a) in writing signed by an authorised representative of the sender;
- b) must be marked to the attention of the recipient's Contact and be delivered to the recipient by hand, pre-paid post, fax or electronic mail at the address or number shown in the Schedule (or as last notified); and
- c) will be effective once received.

7. Interpretation

7.1 Definitions

The following words have these meanings in the Deed unless the contrary intention appears:

Affiliate means a 'related body corporate' as that term is defined in the *Corporations Act 2001 (Cth)*.

Commercialisation Costs means all out of pocket expenses actually incurred by NSI or Pitney in connection with the Exploitation of the Mucin IP, including the costs for prosecuting and maintaining the patents and patent applications within the Mucin IP and external legal expenses in relation to the preparation, negotiation and enforcement of any agreements with respect to the Exploitation of Mucin IP from the date of execution of this Deed.

Details means the section of the Deed headed "Details".

Entitlements means a Party's existing and future entitlements as at the date of the Deed to any form of benefit arising from the commercialisation of the IP;

Exploit or Exploitation means:

- (a) generally to develop, manufacture, use and market;
- (b) in relation to IPRs, the exercise of the rights exclusively granted to the holder of such IPRs by the laws of the jurisdiction in which the IPRs subsist;
- (c) in relation to a product, kit, apparatus, substance, documentation or information resource (or any part of such materials), to develop, make, distribute, market, sell, hire out, lease, supply, or otherwise dispose of it; and
- (d) in relation to a method or process, to use the method or process or to develop, make, distribute, market, sell, hire out, lease, supply, or otherwise dispose of a product, kit or apparatus the use of which is proposed or intended to involve the exercise of the method or process.

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Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information to be kept confidential, and all other rights as defined by Article 2 of the Convention establishing the World Intellectual Property Organization of July 1967, and all rights to apply for any of the above, but does not include moral rights that are not transferable.

Mucin IP means the Pitney IP set out in the Details.

Net Revenue for a certain period means the total of all revenue NSI actually receives in respect of its commercialisation of the IP during that period less accrued and unreimbursed Commercialisation Costs. For the avoidance of doubt, revenue does not include amounts owed to but not received by NSI, amounts received by NSI under agreements relating to collaborative research or development, or amounts otherwise received in relation to, or required for, payment of other expenditure obligations;

Revenue Shares means the distribution of Net Revenue set out in the Details;

Taxes means all applicable taxes (including GST), levies, duties, charges, deductions and withholdings and similar imposts by law or by any government agency, other than imposts charged on net income.

UNSW means the University of New South Wales (ABN 57 195 873 179).

7.2 Interpretation

In the Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause or schedule is to a clause of, or schedule to, the Deed, and a reference to the Deed includes any schedule;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to dollars, \$ is to Australian currency;
- (f) a reference to a party is to a party to the Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) 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;
- (i) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Deed or any part of it.

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7.3 Headings

Headings are for ease of reference only and do not affect interpretation.

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ANNEXURE A

Nothing in the Deed affects the earlier assignment of the following technologies:

- 1) 11_2629 "Anti-cancer properties of Monepantel", as per the Easy Access IP Assignment Deed dated 15 November 2013 and Deed of Confirmation of Assignment dated 16 October 2014;
- 2) 12_2751 "Compounds for the treatment of mTOR pathway related diseases" as per the Easy Access IP Assignment Deed dated 13 November 2013.
- 3) 01_1577 "Albendazole"
- 4) 04_1866 "VEGF Inhibition"
- 5) 04_1866 "Treatment for Ascites"
- 6) 06_2015 "Beneficial effect of Albendazole on leukaemic cell lines"
- 7) 06_2074 "Albendazole inhibition of nitric oxide synthase"