

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4259279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHRISTOPHER JOSEPH PEMBERTON	09/07/2015
JACQUELINE AMANDA LEE	09/07/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNIVERSITY OF OTAGO
<b>Street Address:</b>	LEITH STREET
<b>City:</b>	DUNEDIN
<b>State/Country:</b>	NEW ZEALAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15036748
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	720125.402USPC
<b>NAME OF SUBMITTER:</b>	STEPHEN J. ROSENMAN, PH.D.
<b>SIGNATURE:</b>	/Stephen J. Rosenman/
<b>DATE SIGNED:</b>	02/03/2017
<b>Total Attachments: 9</b>	
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**PATENT**

**REEL: 041171 FRAME: 0388**

**CHRISTOPHER JOSEPH PEMBERTON**

**JACQUELINE AMANDA LEE**

**UNIVERSITY OF OTAGO**

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**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

**TROPONIN T UPSTREAM OPEN READING FRAME**

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**DATE:**                    **AUGUST 2015**

**PARTIES**

**CHRISTOPHER JOSEPH PEMBERTON**, a New Zealand citizen of 54 Steadman Road, Broomfield, Christchurch 8042 ("First Assignor")

**JACQUELINE AMANDA LEE**, a New Zealand citizen of 94 Crofton Road, Christchurch 8051 ("Second Assignor")

**UNIVERSITY OF OTAGO**, a body corporate established under the University of Otago Ordinance 1869, of Leith Street, Dunedin ("Assignee")

**INTRODUCTION**

- A.     The Assignors have devised or contributed to the Invention either during the course of employment with the Assignee or under a commission from the Assignee.
- B.     The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention and the Intellectual Property Rights.
- C.     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 deed.

**COVENANTS**

**1.     DEFINITIONS**

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

**"Assignors"** means the First Assignor and the Second Assignor;

**"Copyright"** means:

- (a)    all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b)    any 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;

**"Know-How"** means any information, knowledge, experience, data and designs in the possession of either of the Assignors of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

**"Patent Applications"** means the patent applications identified 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 obtain 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 Application in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

## **2. ASSIGNMENT**

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2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt and sufficiency of which is hereby acknowledged by each of the Assignors, each of the Assignors hereby assigns to the Assignee absolutely all of their rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights;
- (c) the Know-How and, subject to clauses 3.2 and 3.3, the full, unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of:

- (a) 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; and

(b) all rights of ownership of any materials that form part of the Know-How.

2.3 **Moral rights:** The Assignors waive all of their moral rights arising from the Invention throughout the world, to the extent that they may lawfully do so.

### **3. KNOW-HOW**

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3.1 **Provision of Know-How:** Each of the Assignors will, at the request of the Assignee and to the extent outstanding:

- (a) disclose to the Assignee in writing all Know-How known to them;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.

3.2 **Confidentiality by employee:** Where the Assignors have devised the Invention during the course of employment by the Assignee, the Assignors shall not disclose or otherwise make available any of the Know-How to any third party without the prior written consent of the Director, Research and Enterprise of the Assignee or nominee, which consent shall not be unreasonably withheld or delayed.

3.3 **Confidentiality by contractor:** Where the Assignors have devised the Invention under a commission for money or money's worth from the Assignee ("Contractor"), the Contractor shall as from the date of this deed treat all Know-How as confidential and shall not use, disclose, publish or make available the Know-How for any purpose whatsoever without the prior written consent of the Director, Research and Enterprise of the Assignee. Such obligation shall not extend to any Know-How which is already in or subsequently enters the public domain through no fault of any of the Contractors. Each of the Contractors warrant that, save for the Assignee and its employees, they are not aware that the Know-How or any of it is known, or as a result of any past action or default on their part, or that of anyone else, is likely to become known to any third party.

### **4. IMPROVEMENTS**

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4.1 **Disclosure:** Following the date of this deed, each of the Assignors, while employed by the Assignee or under any commission from the Assignee, will immediately disclose to the Assignee all improvements in, modifications of or additions to:

- (a) the Invention;
  - (b) any original artistic, literary or other works relating to the Invention; and
  - (c) any designs to be applied to the articles of or relating to the Invention,
- devised, created, designed, contributed to or acquired by them ("Improvements").

4.2 **Ownership of Improvements:**

- (a) The Assignee will exclusively own all Improvements and all intellectual property rights in such Improvements. To the extent that any Improvements and such intellectual property rights do not on their creation vest in the Assignee but vest in one or more of the Assignors, such Assignors will hold such Improvements and intellectual property rights on trust for the Assignee.

- (b) The Assignors to whom paragraph (a) above applies will at any time, upon the Assignee's reasonable request and at the Assignee's expense, appropriately execute all documents necessary to:
  - (i) confirm the Assignee's ownership of the Improvements and all intellectual property rights in such Improvements; or
  - (ii) file a protective application for such Improvements and intellectual property rights and/or defend such protective application.

## **5. EXECUTION OF DOCUMENTS AND FURTHER ACTIONS**

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- 5.1 **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) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights, with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee;
  - (b) vest any such protection referred to in paragraph (a) in the Assignee;
  - (c) amend, maintain or renew any such protection referred to in paragraph (a);
  - (d) assist the Assignee to:
    - (i) enable enforcement of any of the Intellectual Property Rights (including obtaining all remedies as may be available for infringement of the Intellectual Property Rights);
    - (ii) defeat any challenge to the validity of any of the Intellectual Property Rights;
    - (iii) defend any opposition proceedings brought by a third party in respect of the Intellectual Property Rights; or
    - (iv) conduct opposition proceedings in respect of any application for intellectual property protection by a third party where such application may adversely affect the Assignee's ability to exploit the Intellectual Property Rights; and
  - (e) otherwise implement and carry out their obligations under this deed.
- 5.2 **Power of attorney:** Each of the Assignors hereby irrevocably appoints the Assignee as their attorney with full power to act in their name and on their behalf in fulfilling any of the matters set out in clause 5.1:
- (a) to the extent that such of the Assignors fails to do any of such matters after being called upon to do so by the Assignee; or
  - (b) if the Assignee is unable, after making reasonable and proper inquiries, to locate such of the Assignors to request the fulfilment of such matters.

5.3 **Reassignment:** If at any time after the date of this deed, the Assignee decides in its sole discretion that it does not wish to commercially exploit the Invention and the Intellectual Property Rights, the Assignee may upon request assign to the Assignors all of the Assignee's rights, title and interest in and to the Invention and all Intellectual Property Rights. The terms of such assignment shall be as determined by the Assignee but shall include the following provisions:

- (a) the Intellectual Property Rights shall be assigned "as is" and without any warranty from the Assignee;
- (b) in consideration for the assignment, the Assignors shall pay to the Assignee an amount equal to 5% of any and all gross revenues received by the Assignors (and any licensee or sub-licensee appointed or permitted by the Assignors) from commercial exploitation of the Invention in any manner whatsoever; and
- (c) the Assignee shall reserve to itself and its employees, students, agents and contractors an irrevocable, non-exclusive, non-transferable, royalty-free right to the Invention and the Intellectual Property Rights for academic research and teaching purposes only.

## 6. GENERAL

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6.1 **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.

### 6.2 Counterparts:

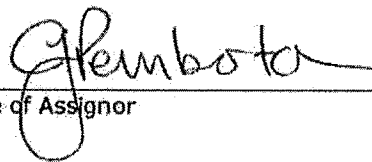
- (a) This deed may be executed in any number of counterparts (including facsimile and pdf copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or pdf copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

6.3 **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 AS A DEED**

**SIGNED** by **CHRISTOPHER JOSEPH PEMBERTON** in the presence of:

  
Signature of Assignor


**WITNESS**

Signature:   
Name: TIMOTHY BRICKETT  
Address: 20 Celia St, Redcliffs, Christchurch  
Occupation: Scientist

**SIGNED** by **JACQUELINE AMANDA LEE**  
in the presence of:

  
Signature of Assignor

**WITNESS**

Signature:   
Name: Sara Raudsepp  
Address: 11 Meadow St, Kaiaori  
Occupation: SR Res. Tech.

SIGNED by UNIVERSITY OF OTAGO in  
the presence of:



Signature of Authorised Signatory

DR GAVIN CLARK

Name of Authorised Signatory Director, Research and Enterprise  
University of Otago

Title of Authorised Signatory

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**WITNESS**

Signature: 

Name: Shonda McKimmin

Address: St David St, Dunedin

Occupation: Research Administrator

**SCHEDULE  
PATENT APPLICATIONS**

Country	Application No.	Title	Date Filed
United States	61/904,957	Biomarker for Cardiac Disorders	15 November 2013
PCT	PCT/NZ2014/000234	Biomarker for Cardiac Disorders	14 November 2014