

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4278110

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHRISTOPHER JOSEPH PEMBERTON	12/02/2014
MAITHRI SIRIWARDENA	12/02/2014
CHRISTOPHER JOHN CHARLES	12/02/2014
ARTHUR MARK RICHARDS	02/12/2014
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF OTAGO
Street Address:	LEITH STREET
City:	DUNEDIN
State/Country:	NEW ZEALAND
Postal Code:	9016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13589082
CORRESPONDENCE DATA	
Fax Number:	(650)327-3231
<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:	6503273400
Email:	weissenberger@bozpat.com
Correspondent Name:	CAROL L. FRANCIS
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ATTORNEY DOCKET NUMBER:	CATA-008
NAME OF SUBMITTER:	CAROL L. FRANCIS
SIGNATURE:	/Carol L. Francis, Reg. No. 36513/
DATE SIGNED:	02/16/2017
Total Attachments: 13	
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**CHRISTOPHER JOSEPH PEMBERTON
MAITHRI SIRIWARDENA
CHRISTOPHER JOHN CHARLES
ARTHUR MARK RICHARDS**

UNIVERSITY OF OTAGO

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

CHRISTOPHER JOSEPH PEMBERTON, of 54 Steadman Road, Christchurch ("First Assignor")

MAITHRI SIRIWARDENA of 11 Dunsinane Place, Marton ("Second Assignor")

CHRISTOPHER JOHN CHARLES of 11 Bernadette Street, Christchurch ("Third Assignor")

ARTHUR MARK RICHARDS of 8A Mona Vale Avenue, Christchurch ("Fourth Assignor")

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

INTRODUCTION

- A. The Assignors devised or made an inventive contribution to the Invention during the course of employment with the Assignee. The Invention is the subject of International PCT Application No. PCT/IB2012/051508 and United States Patent Application No. 13/589,092, filed 17 August 2012.
- B. PCT/IB2012/051508 and US 13/589,092 both claim convention priority to United States Provisional Patent Application No. 61/525,140.
- C. By virtue of a Deed of Assignment dated 16 May 2012, the Assignors assigned their entire right, title and interest in and to certain intellectual property rights that included the invention described in United States Provisional Patent Application No. 61/525,140.
- D. Since the specification accompanying PCT/IB2012/051508 and US 13/589,092 included additional disclosure and claims based on data that could have been generated following execution of the Deed of Assignment referred to in paragraph C, above, it is possible that certain intellectual property rights in the Invention still vest with the Assignors.
- E. To the extent that any intellectual property rights in the Invention still vest with the Assignors, the purpose of this Agreement is to transfer those rights to the Assignee.
- F. The Assignors acknowledge that the Assignee is or should be the legal and beneficial owner of the Invention, the Intellectual Property Rights and the Know-How, as defined in this agreement.
- G. Each of the Assignors has agreed to assign, and the Assignee has agreed to accept, the Invention and such Intellectual Property Rights and Know-how subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

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

"Assignors" means the First Assignor, Second Assignor, Third Assignor and the Fourth 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 Application; 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

- 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

- 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

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

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

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:**

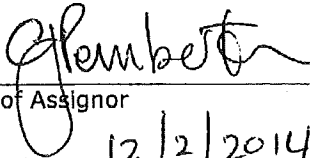
- (a) This deed may be executed in any number of counterparts (including facsimile and pdf copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed 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
12/2/2014
Date

WITNESS

Signature: 
Name: IAN PHILLIPS
Address: ENDOLAH, CNL
Occupation: SCIENTIFIC OFFICER.

SIGNED by **MAITHRI SIRIWARDENA** in the presence of:

Signature of Assignor

Date

WITNESS

Signature: _____
Name: _____
Address: _____
Occupation: _____

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

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by MAITHRI SIRIWARDENA in
the presence of:

M Siriwardena

Signature of Assignor

12/2/14

Date

WITNESS

Signature: *H. COOKE* _____

Name: *H. COOKE* _____

Address: *3206-77 Harbour Square, Toronto, Ontario, M5J 2S2*

Occupation: *DOCTOR* _____

SIGNED by CHRISTOPHER JOHN CHARLES in the presence of:



Signature of Assignor

12/2/14

Date

WITNESS

Signature: 

Name: DEAN PESTER

Address: UNIVERSITY OF OTAGO, CHCH

Occupation: MEDIA SUPPORT OFFICER

SIGNED by ARTHUR MARK RICHARDS in the presence of:

Signature of Assignor

Date

WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____

SIGNED by **CHRISTOPHER JOHN CHARLES** in the presence of:

Signature of Assignor

Date

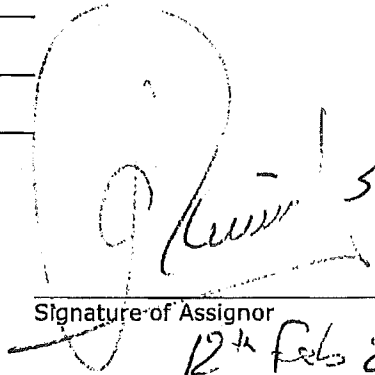
WITNESS

Signature: _____

Name: _____

Address: _____

Occupation: _____




SIGNED by **ARTHUR MARK RICHARDS** in the presence of:

Signature of Assignor

12th Feb 2014

Date

WITNESS

Signature:  _____

Name: Jaslyn Loh

Address: 1E Kent Ridge Road, NUH 8 Tower Block, Level 9 Singapore 119228

Occupation: Asst Manager

SIGNED by **UNIVERSITY OF OTAGO** in
the presence of:

Gavin Clark
Signature of Authorised Signatory

GAVIN JOHN CLARK
Name of Authorised Signatory

DIRECTOR OF RESEARCH AND ENTERPRISE
Title of Authorised Signatory

17th February 2014
Date

WITNESS

Signature: GATH HENDAY

Name: GATH HENDAY

Address: 9 STANLEY STREET, KENMURE, DUNEDIN 9011

Occupation: PATENT ATTORNEY

SCHEDULE
PATENT APPLICATION

Country	Application No.	Title	Date Filed
International (PCT)	PCT/IB2012/051508	Cardiovascular Therapeutics	17 August 2012
United States	US 13/589,092 US 13/589,082	Cardiovascular Therapeutics	17 August 2012


Christopher Joseph Pemberton

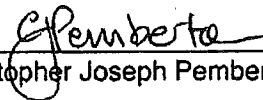

Arthur Mark Richards


Christopher John Charles

Maithri Siriwardena

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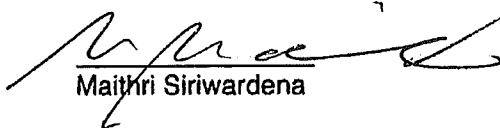


 Christopher Joseph Pemberton



 Arthur Mark Richards

 Christopher John Charles



 Maithri Siriwardena