

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4550247

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN SMITH	09/19/2014
RECEIVING PARTY DATA	
Name:	LA TROBE UNIVERSITY
Street Address:	PLENTY ROAD
Internal Address:	BUNDOORA
City:	VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3086
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15503841
CORRESPONDENCE DATA	
Fax Number:	(303)863-0223
<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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ATTORNEY DOCKET NUMBER:	5644MU-7
NAME OF SUBMITTER:	ANGELA M. DOMITROVICH
SIGNATURE:	/Angela M. Domitrovich/
DATE SIGNED:	08/15/2017
Total Attachments: 6	
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PATENT

REEL: 043294 FRAME: 0208



DEED OF ASSIGNMENT

BETWEEN

LA TROBE UNIVERSITY
ABN 64 804 735 113

AND

BRIAN SMITH

La Trobe University
Legal Services
Ref: LEG/11737

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PATENT
REEL: 043294 FRAME: 0209

DEED OF ASSIGNMENT

BETWEEN: **BRIAN SMITH** of 6 Kathryn Court, Sunbury Victoria 3429, Australia

("the Assignor")

AND **LA TROBE UNIVERSITY** (A.B.N. 64 804 735 113) a body corporate constituted in accordance with the La Trobe University Act 2009, Victoria, Australia 3086 of Plenty Road, Bundoora, Victoria 3086

("the University")

BACKGROUND

- A. The Assignor is an inventor of the Invention.
- B. The Assignor has agreed, to avoid doubt, to confirm that it has assigned its rights, title and interest in the Invention to the University.
- C. The parties have agreed to enter into this Deed subject to the following terms and conditions.

AGREED TERMS

1. Defined terms and interpretation

1.1. In this Deed:

"University's IP Policy" means the University's policies and procedures for intellectual property, as amended from time to time.

"Confidential Information" means any confidential information created by or disclosed to the Assignor relating to the Invention but does not include information which:

- (a) at the time of disclosure is already in the public domain other than as a result of an unauthorised disclosure or breach of confidence by any person;
- (b) is required to be disclosed by law.

"Intellectual Property" includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs,

Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic or any other fields.

“Invention” means the invention or inventions that are the subject of the patents specified in the patent application attached in Schedule 1.

- 1.2. A reference to a document shall be deemed to include a reference to such document as novated, supplemented, varied or replaced from time to time.

2. Assignment

- 2.1. The Assignor is an employee of the University.
- 2.2. The Assignor acknowledges that:
 - (a) pursuant to the law and/or and express and/or implied term in the Assignor’s contract of employment with the University, all Intellectual Property created by the Assignor in the course of the Assignor’s employment with the University is governed by the University’s IP Policy and vests in the University;
 - (b) all work relating to the Invention was performed in the Assignor’s capacity as an employee of the University and in the course of the Assignor’s employment with the University; and
 - (c) all right, title and interest (including Intellectual Property rights) in the Invention vested in the University upon creation.
- 2.3. To avoid doubt, to the extent that the Assignor retains any rights in the Invention, the Assignor assigns to the University all its rights, title and interest (including Intellectual Property rights) in the invention, including the rights (if any) to:
 - (d) make applications for and obtain patents, design registrations and/or other forms of legal protection either presently existing or arising at any time in the future, anywhere in the world, including the right to claim priority from the Invention or as otherwise based on the Invention;
 - (e) sue for any infringement of the Invention which took place prior to the date of this Deed (or prior to the date of recording this Deed on a relevant register); and
 - (f) commercialise the Invention.
- 2.4. The Assignor hereby undertakes at the expense of the University to do all acts to execute all documents necessary or desirable for further assuring the title of

the University to the Invention and the Intellectual Property therein and for obtaining and securing patent and corresponding protection in Australia and all other countries; and to deliver to the University all documentation on request in connection with the rights agreed to be assigned under clause 1 of this Deed.

3. Warranties

The Assignor warrants:

- (a) that the Assignor is an inventor of the Invention;
- (b) that the Assignor has full right and title to the Invention and the power to enter into this Deed;
- (c) that, to the best of its knowledge, the Invention does not infringe the Intellectual Property or other proprietary right of any other person; and
- (d) that the Assignor has not charged or otherwise encumbered, assigned either in whole or in part, or have in any way dealt with the Invention in a manner inconsistent with the Assignor's obligations under this Deed.

4. Confidential Information

The Assignor acknowledges that the Confidential Information is valuable and confidential to the University and undertakes not to disclose the Confidential Information to any person without the prior written consent of the University.

5. Indemnities

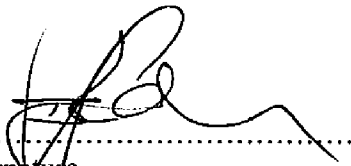
The Assignor indemnifies the University against any loss, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of or in connection with any breach by the Assignor of any of the representations, warranties or undertakings contained in this Deed.

6. GST


In this clause the expressions "consideration", "GST", "input tax credit", "supply", "recipient", "tax invoice" and "taxable supply" have the meanings given those expressions in the A New Tax System (Goods and Services Tax) Act 1999. Unless otherwise expressly stated, all prices and other sums payable or consideration to be provided under or in accordance with this Deed are exclusive of GST. If GST is imposed on any supply made under or in accordance with this Deed, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Deed.

Executed as a Deed on 19 September 2014

SIGNED SEALED AND DELIVERED
for and on behalf of Brian J Smith


.....
Signature

in the presence of:



..... CHRISTOPHER ADDA
Witness/Print Name

SIGNED SEALED AND DELIVERED
for and on behalf of
LA TROBE UNIVERSITY
(ABN 64 804 735 113)

Professor Keith Nugent
Deputy Vice-Chancellor (Research)
La Trobe University


.....
Signature 19/9/14

in the presence of:


.....
Witness/Print Name
ROSSLYN BALL

SCHEDULE 1

Invention:

Described in Australian Provisional Patent Application No. 2014903189 entitled "Novel Potassium Channel Blockers"