

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4649210

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRADLEY WALSH	09/08/2016
DOUGLAS CAMPBELL	09/08/2016
SANDRA WISSMUELLER	09/07/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MINOMIC INTERNATIONAL LTD.
<b>Street Address:</b>	75 TALAVERA ROAD
<b>Internal Address:</b>	SUITE 2, GROUND FLOOR
<b>City:</b>	MACQUARIE PARK, NEW SOUTH WALES
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2113
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15567889
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)876-2020
<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>	
<b>Phone:</b>	(312)876-1800
<b>Email:</b>	docketing@woodphillips.com
<b>Correspondent Name:</b>	WOOD, PHILLIPS, KATZ, CLARK & MORTIMER
<b>Address Line 1:</b>	500 W. MADISON STREET
<b>Address Line 2:</b>	SUITE 1130
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	SPR11119P00010US
<b>NAME OF SUBMITTER:</b>	MARK POLYAKOV
<b>SIGNATURE:</b>	/Mark Polyakov/
<b>DATE SIGNED:</b>	10/19/2017
<b>Total Attachments: 5</b>	
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## DEED OF ASSIGNMENT

THIS DEED made the 8<sup>th</sup> day of SEPTEMBER 2016

**PARTIES** Douglas Campbell of 3 Claude Avenue, Cremorne, New South Wales 2090, Australia

Bradley Walsh of 5 Musgrave Street, Turramurra, New South Wales 2074, Australia

Sandra Wissmueller of 56 Currans Hill Drive, Currans Hill, New South Wales 2567, Australia

("the Individuals")

**AND** Minomic International Ltd. (ACN 124 455 081), of Suite 2, Ground Floor 75 Talavera Road, Macquarie Park, New South Wales 2113, Australia

("the Company")

### RECITALS

- A. The Individuals are inventors of the invention, titled "*Therapeutic antibodies and uses thereof*" ("Invention") described in international (PCT) patent application number PCT/AU2016/000136.
- B. At all material times during the creation of the Invention, the Individuals were employed by the Company and ownership of all Intellectual Property in the Invention belongs to the Company.
- C. To the extent necessary, this Deed gives effect to or confirms the assignment of the Invention and the Assigned IP from the Individuals to the Company, and to the extent that the Individuals retain any rights in the Invention or the Assigned IP, the Individuals wish to assign such rights to the Company in accordance with this Deed.

### WITNESSES

#### 1. DEFINITIONS

**Assigned IP** means all Intellectual Property in the Invention, the Patent Rights and all Intellectual Property in the Technical Information.

**Intellectual Property** means all 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 be kept confidential, but does not include moral rights that are not transferable.

**Patent Rights** means:

- (a) international (PCT) patent application number PCT/AU2016/000136 and any other patent applications to be filed in respect of any aspect of the Invention;
- (b) all patent applications that are based on, or claim priority from, or are divided from or are continuations of, or are additions to the patent applications described in paragraph (a); and

- (c) all patents which may be granted pursuant to any of the patent applications referred to in paragraphs (a) and (b).

**Technical information** means information, including drawings, specifications, designs, test results, and other technical information or data relating to the invention, and any material form in which the above materials or information are contained or embodied, or from which they can be reproduced.

## **2. CONFIRMATION OF ASSIGNMENT BY INVENTORS**

- 2.1 The Individuals confirm the assignment to the Company of their entire right, title and interest in the Assigned IP, with effect on and from the creation of the Assigned IP.
- 2.2 To the extent, if any, that any of the Assigned IP was not validly assigned to the Company, in consideration for the sum of A\$1.00 and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by the Individuals), the Individuals hereby assign to the Company their entire right, title creation of the Assigned IP, including without limitation:
  - (a) the right to apply for any form of protection for the Assigned IP;
  - (b) the right to use or commercially exploit the Assigned IP; and
  - (c) the right to sue for damages and all other remedies in respect of any infringement of the Assigned IP which may have occurred before the date of this Deed.
- 2.3 To the extent (if any) that legal and beneficial ownership of the Assigned IP cannot validly vest in the Company from the creation of the Assigned IP, such assignment will take effect on and from the date of execution of this Deed.

## **3. FURTHER ASSURANCES**

The Individuals agree, upon request of the Company:

- (a) to do everything reasonably necessary to give effect to this Deed and to facilitate the transactions contemplated by it, including, but not limited to, the execution of confirmations of assignment in favour of a successor in title of the other party;
- (b) (to the extent legally and practically possible) to execute documents and give evidence required for the prosecution of applications within the Patent Rights, the defence of oppositions to such applications, the enforcement of Patent Rights and the defence of the validity of Patent Rights; and
- (c) to make available at the Company's expense any information, books and records in its possession or control reasonably required for the prosecution of applications within the Patent Rights, the enforcement of Patent Rights and the defence of the validity of Patent Rights.

## **4. WARRANTIES**

- 4.1 Each of the Individuals warrants that:
  - (a) he/she is one of the first and true inventors of the invention;

- (b) he/she has not executed, and will not execute any deed, agreement or other document or has not otherwise granted or will not grant any right or interest to any person in conflict with this Deed;
- (c) no part of any work by him/her in the course of creating the Invention was undertaken for the purposes of his employment or engagement by a party other than the Company; and
- (d) all information in relation to the Invention and the Assigned IP has been disclosed to the Company and it has not disclosed any information relating to the Invention and the Assigned IP to any third party without the Company's prior written consent.

#### **5. AUTHORITY**

The Individuals authorise the Company or a successor in title of the Company to file and prosecute applications for patent or other protection for the Invention in the name of the Individual if required by the laws of any country. The Individuals agree and acknowledges that any application filed in the name of the Individual in relation to the Invention is solely for the benefit of the Company and the Individuals acquire no right, title or interest in or to such application.

#### **6. GENERAL**

- 6.1 No amendment to this Deed will be effective unless it is in writing signed by all parties.
- 6.2 This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.
- 6.3 An assignee under this Deed will pay to the respective assignor all taxes or imposts in the nature of goods and services tax ("GST") as may be assessed from time to time in connection with the assignment of the Assigned IP pursuant to relevant legislation upon receipt of a valid tax invoice.
- 6.4 The following rules of interpretation apply unless the context requires otherwise:
  - (a) Headings are for convenience only and do not affect interpretation.
  - (b) The singular includes the plural and conversely.
  - (c) A reference to any party to this Deed or any other deed or document includes the party's successors and permitted assigns.
  - (d) This Deed or any part of it is not to be construed against a party because that party drafted or proposed it.
- 6.5 This Deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

*[The next two pages are the execution pages.]*


EXECUTED AS A DEED.

Signed, Sealed and Delivered by  
Douglas Campbell  
in the presence of

)  
)  
)

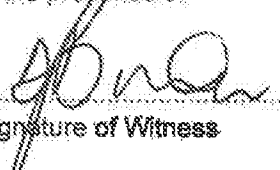
  
Signature of Witness

DAVID BURDIS  
Name of Witness

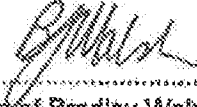
  
Signature of Douglas Campbell  
Date: 8 / 09 / 2016

Signed, Sealed and Delivered by  
Bradley Walsh  
in the presence of

)  
)  
)

  
Signature of Witness

DAVID BURDIS  
Name of Witness

  
Signature of Bradley Walsh  
Date: 8 / 09 / 2016

Signed, Sealed and Delivered by  
Sandra Wissmueller  
in the presence of

Signature of Witness

DAVID BURDIS

Name of Witness

Signature of Sandra Wissmueller

Date: 07/09/2016

Executed as a deed by  
Minomic International Ltd.  
in accordance with  
s127 of the Corporations Act 2001 (Cth)

(Common Seal - optional)

Signature of Director/Secretary

Date: 8/9/2016

DAVID BURDIS

Name of Director/Secretary

Signature of Director

Date: 8/09/2016

BRADLEY WALSH

Name of Director