

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4759046

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENEA LIMITED	12/22/2017
RECEIVING PARTY DATA	
Name:	GENEA IP HOLDINGS PTY LIMITED
Street Address:	LEVEL 2, 321 KENT STREET
City:	SYDNEY
State/Country:	AUSTRALIA
Postal Code:	2000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14492477
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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:	650-493-9300
Email:	kfarrell@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	527/1/040C
NAME OF SUBMITTER:	KATHLEEN FARRELL
SIGNATURE:	/Kathleen Farrell/
DATE SIGNED:	01/03/2018
Total Attachments: 23	
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WHEREAS, Genea Limited (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") entitled:

CRYOPRESERVATION OF BIOLOGICAL CELLS AND TISSUES

for which application serial number 14/492,477 was filed on September 22, 2014, now U.S. Patent No. 9,700,038 issued on July 11, 2017 in the United States Patent and Trademark Office;

(hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Genea IP Holdings Pty Limited, a business entity of the Commonwealth of Australia, having a place of business at Level 2, 321 Kent Street, Sydney NSW 2000, Australia, (hereinafter "Assignee"), pursuant to an Intellectual Property Assignment Deed with an effective date of March 1, 2016 (hereinafter "IP Assignment Deed"), has acquired from the Assignor the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by the inventor(s) of said Application(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does confirm the sale, assignment, transfer and conveyance to the Assignee pursuant to the IP Assignment Deed, and does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants, represents and covenants that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

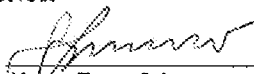
5. Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

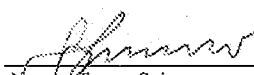
ASSIGNOR

Date: 22/12/17

By: 
Name: Tomas Sojanov
Title: Chief Executive Officer / Director

RECEIVED AND AGREED TO BY ASSIGNEE:
Genea IP Holdings Pty Ltd

Date: 22/12/17

By: 
Name: Tomas Sojanov
Title: Chief Executive Officer / Director

Intellectual Property Assignment Deed

GENEA LIMITED ABN 82 002 844 448
Assignor

GENEA IP HOLDINGS PTY LIMITED ACN 603 445 898
Assignee

Intellectual Property Assignment Deed

Dated 31 March 2016

Parties

- 1 GENEVA LIMITED ABN 82 002 844 448 (formerly Sydney IVF Limited) of Level 2, 321 Kent Street Sydney NSW 2000 (Assignor)
- 2 GENEVA IP HOLDINGS PTY LIMITED ACN 603 445 898 of Level 2, 321 Kent Street Sydney NSW 2000 (Assignee)

Background

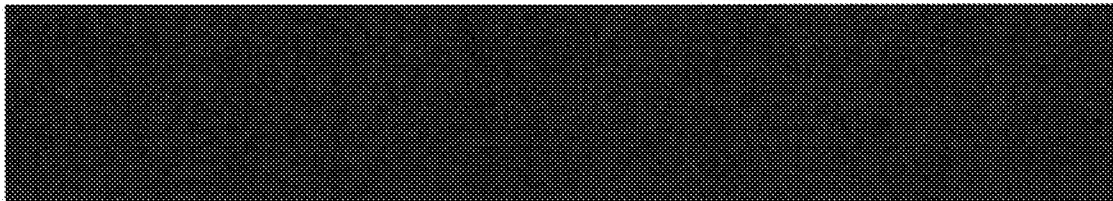
- A The Assignor owns the Assigned IP.
- B The Assignor has agreed to assign the Assigned IP to the Assignee on the terms of this Deed.

It is agreed as follows:

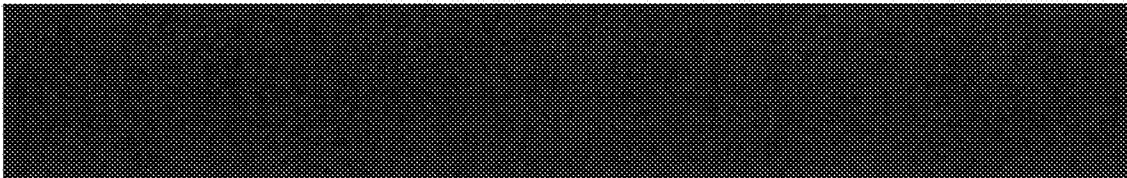
1 Definitions and Interpretation

1.1 In this Deed the following words and expressions have the following meanings:

Assigned IP means the Existing IP and the Future IP;

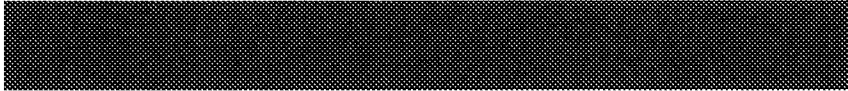


Consideration

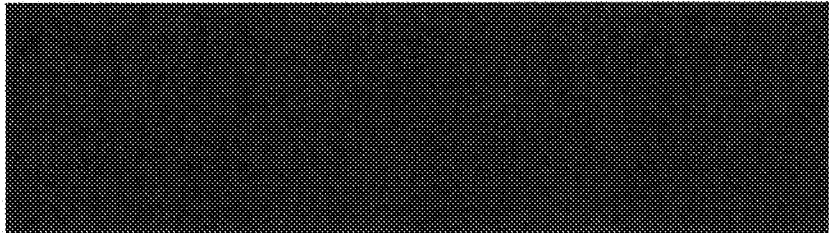


Effective Date the date specified in item 1 of the Schedule;

Existing IP means all Intellectual Property Rights owned by the Assignor as at the Effective Date in and to:



(c) the Patents;



IP Assignment Deed

[REDACTED]

Future IP

means any [REDACTED] discoveries, inventions, [REDACTED] created or acquired by the Assignor after the Effective Date in which any Intellectual Property Rights subsist [REDACTED]

Intellectual Property Rights

means all intellectual property rights including, without limitation, all copyright and all rights in the nature of copyright, all design rights and the right to apply for a registered design or similar protection (including protection as an industrial model), all rights in trade marks, trade names, business names, all patent rights and rights to inventions, all rights in confidential information, know-how, trade secrets, expertise, recipes, formulas and formulations, all database rights and all rights of whatsoever nature in computer software and data and all other similar economic and proprietary rights, whether registered or unregistered, including any and all associated goodwill (except for any goodwill attributable to Australia), in all parts of the world for the full term of such rights, including all renewals and extensions;

[REDACTED]

Patents

means the patents and patent applications listed in item 3 of the Schedule including any divisional or continuation applications based on those patent applications and all patents granted pursuant to such applications and any other patents or patent applications owned by the Assignor;

[REDACTED]

Territory

means the World; and

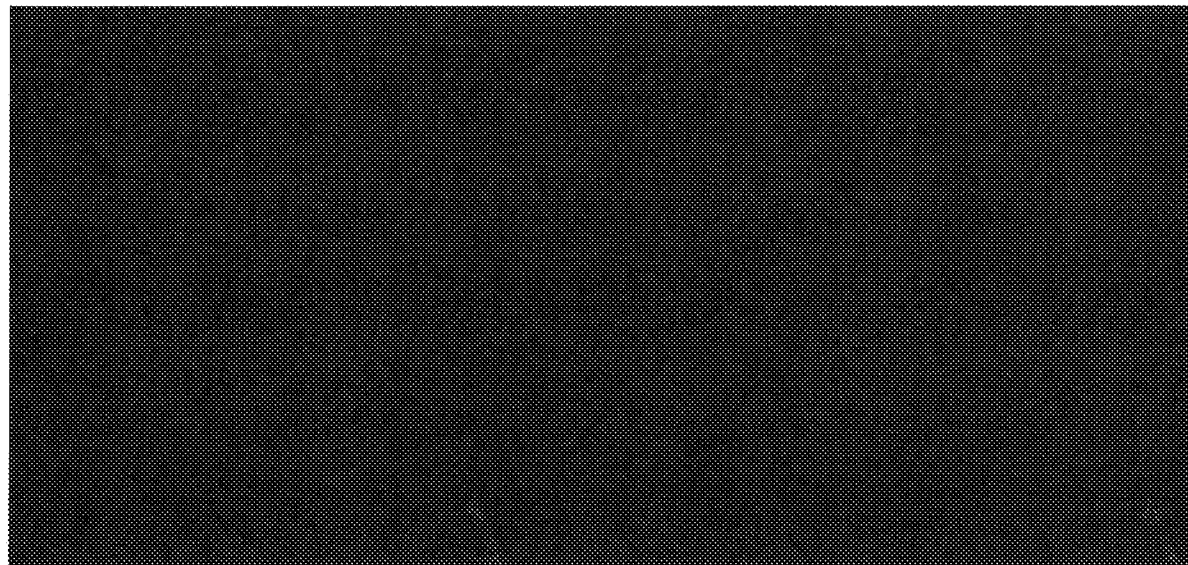
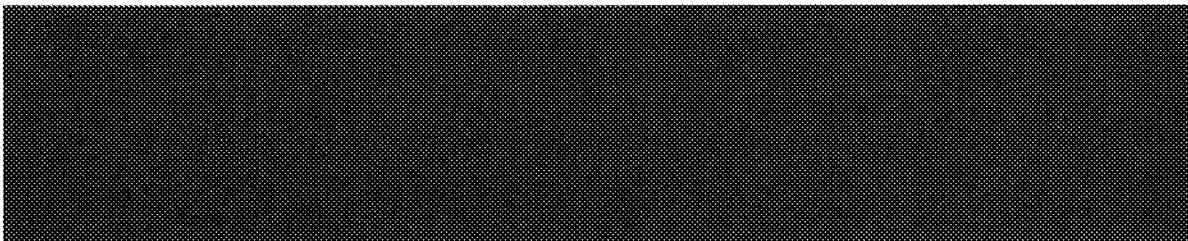
[REDACTED]

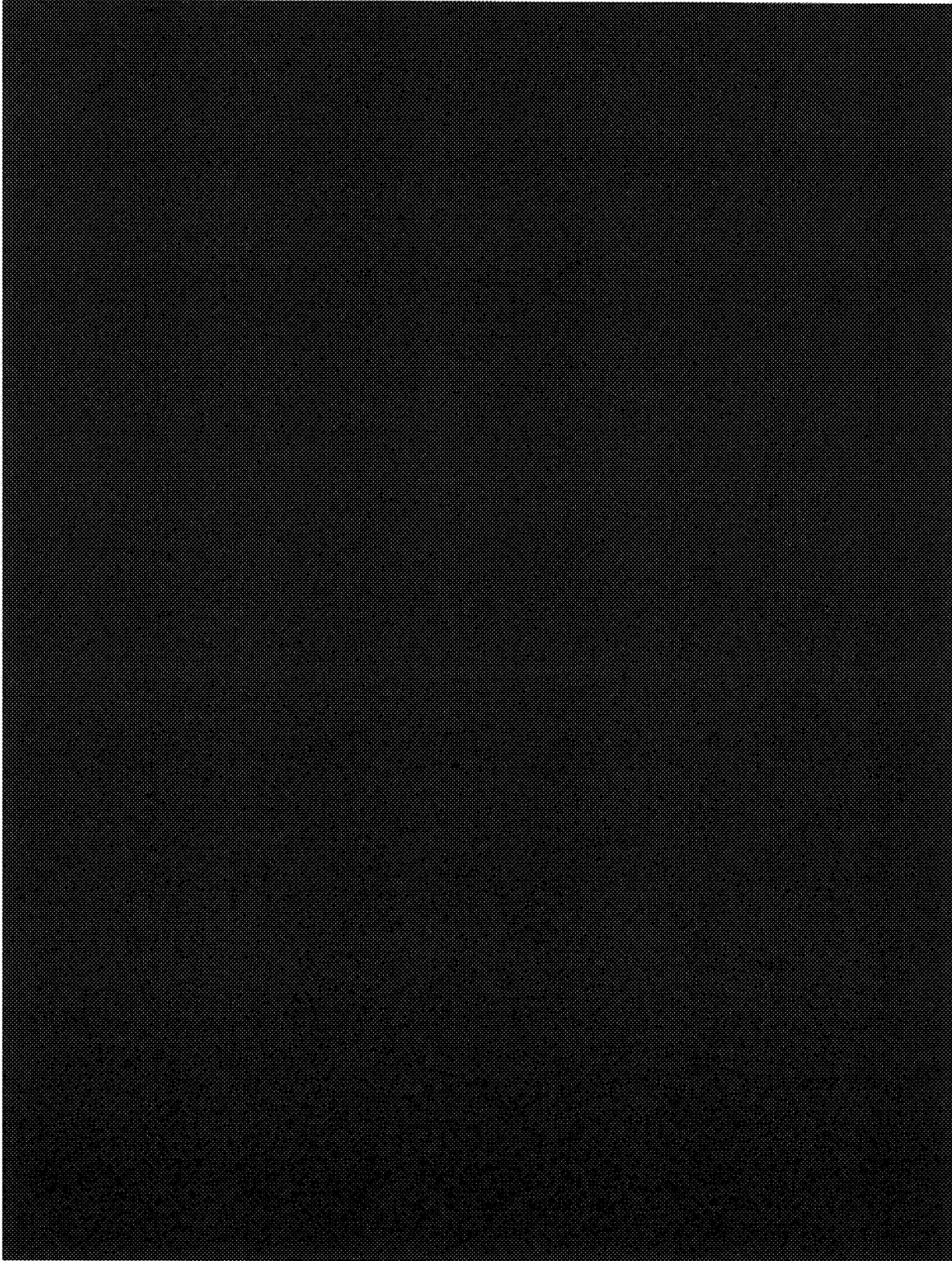
IP Assignment Deed

- 1.2 Except where specifically required or indicated otherwise:
- (a) clause headings are inserted for ease of reference only and do not affect construction;
 - (b) words importing one gender refer to all genders, words importing the singular also refer to the plural and vice versa, and words importing the whole are treated as including a reference to any part;
 - (c) references to a person include any individual, firm, body corporate, unincorporated association, government, state or agency of state, association, joint venture or partnership, in each case whether or not having a separate legal personality; and
 - (d) references to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) are not to be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2 Assignment of Assigned IP

- 2.1 With effect from the Effective Date and for the Consideration, the Assignor assigns to the Assignee, with full title guarantee, all of its right, title and interest in and to the Assigned IP throughout the Territory. The assignment includes the right to sue for damages and other remedies in respect of every act of infringement of the Assigned IP occurring before or after the date of this Deed. In the case of Future IP, the assignment effected by this clause operates by way of future assignment on and from the date the relevant Future IP is developed or acquired.

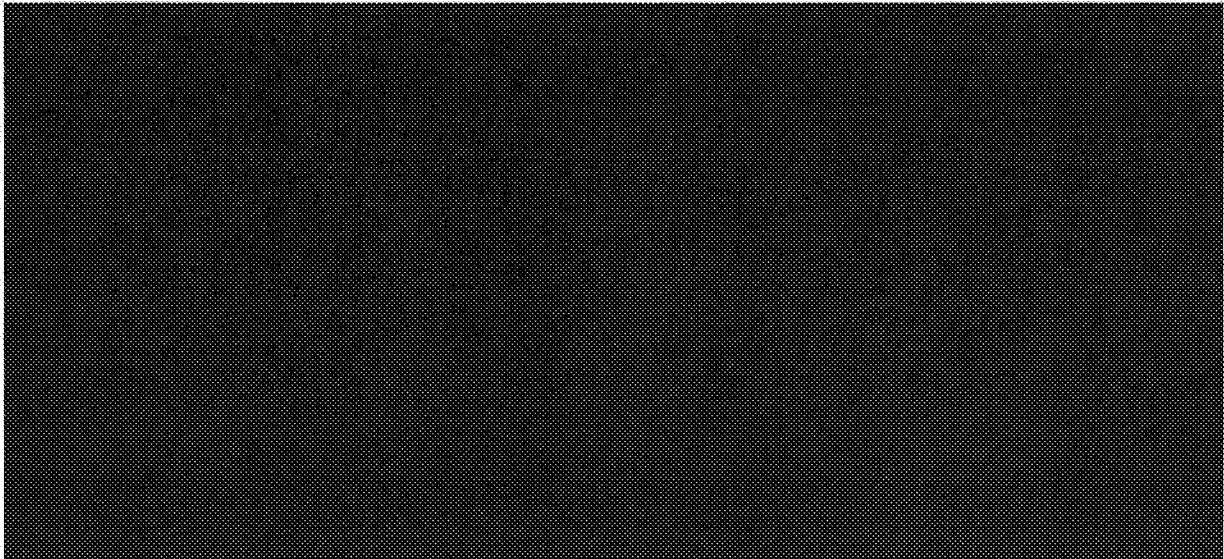




IP Assignment Deed

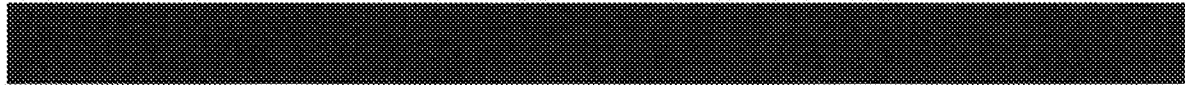
PATENT
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IP Assignment Deed

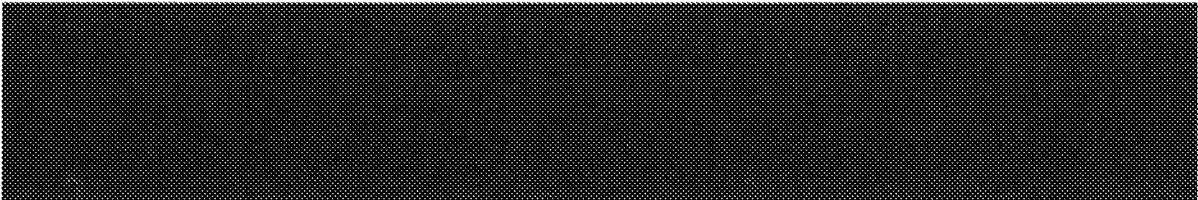


9 General

- 9.1 This Deed contains the entire understanding between the parties concerning its subject matter and supersedes all prior communications between the parties.
- 9.2 If any provision of this Deed is or becomes wholly or partly invalid or unenforceable then, from the date of the invalidity or unenforceability:
- (a) the offending provision must be severed from this Deed and the remaining provisions will operate as if the severed provision had not been included; and
 - (b) the parties must negotiate in good faith to replace the severed provision with one that is valid and enforceable and provides as near as possible the same effect as the severed provision.
- 9.3 This Deed may only be amended or varied in writing by the parties.
- 9.4 A party's failure or delay to exercise a power or right is not a waiver of that power or right, and the failure or delay does not preclude the future exercise of that or any other power or right.
- 9.5 This Deed binds and benefits the parties, their respective successors and permitted assigns and any executor, administrator, transferee or liquidator.



- 9.7 Clauses 2 to 9 survive termination of this Deed.
- 9.8 This Deed is governed by and construed in accordance with the laws of the State of New South Wales and the parties submit to the jurisdiction of the courts of that State.



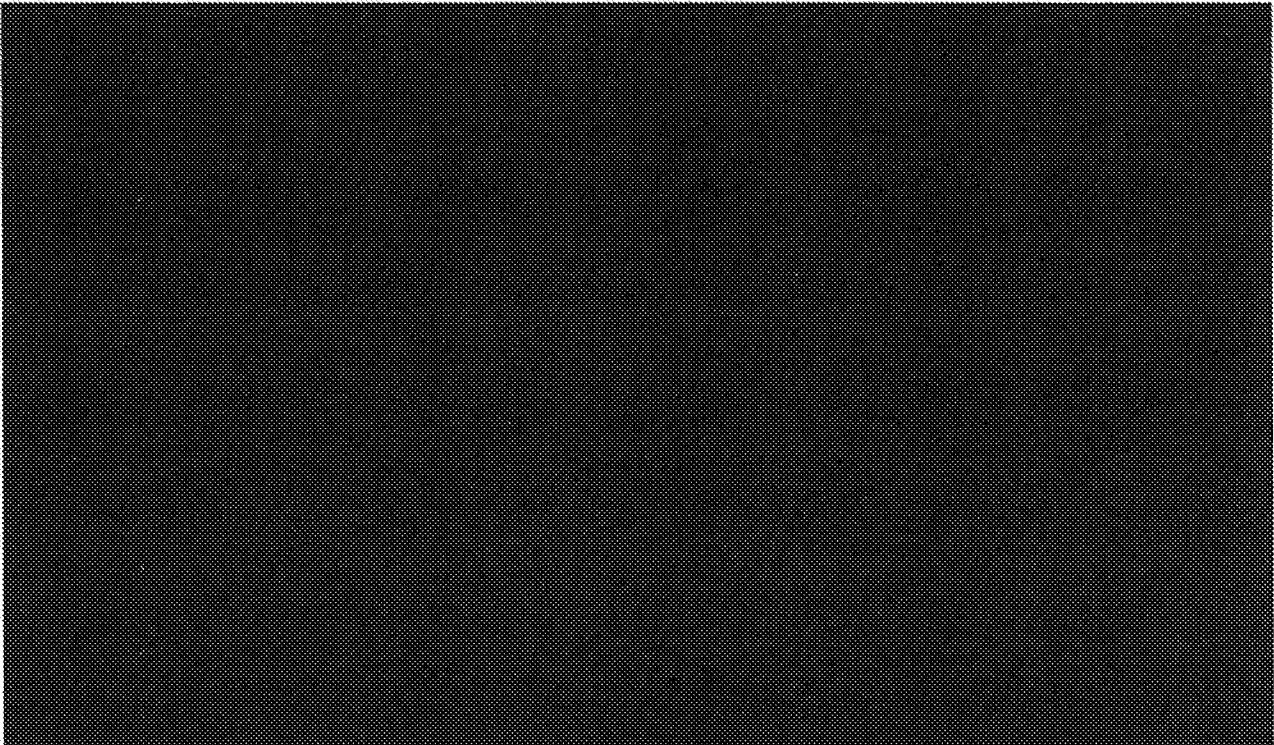
IP Assignment Deed

- 9.11 Except as otherwise provided in this Deed, each party bears its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Deed and any document referred to in it.
- 9.12 This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Deed by signing any counterpart.

SCHEDULE

Item 1: Effective Date

1 March 2016



Item 3: Patents

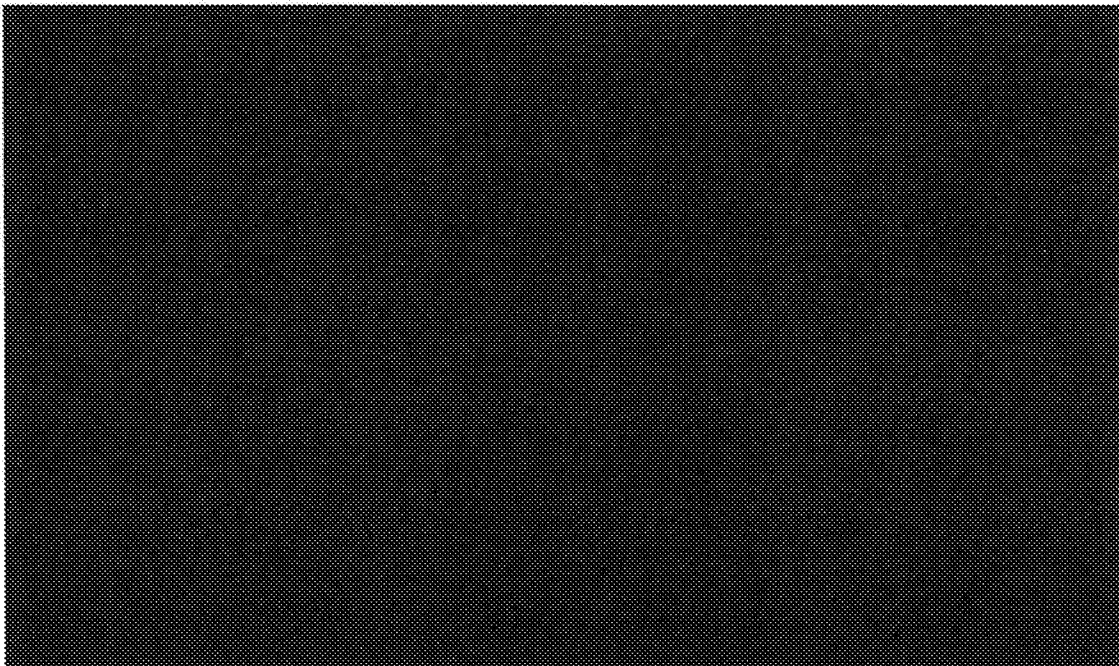
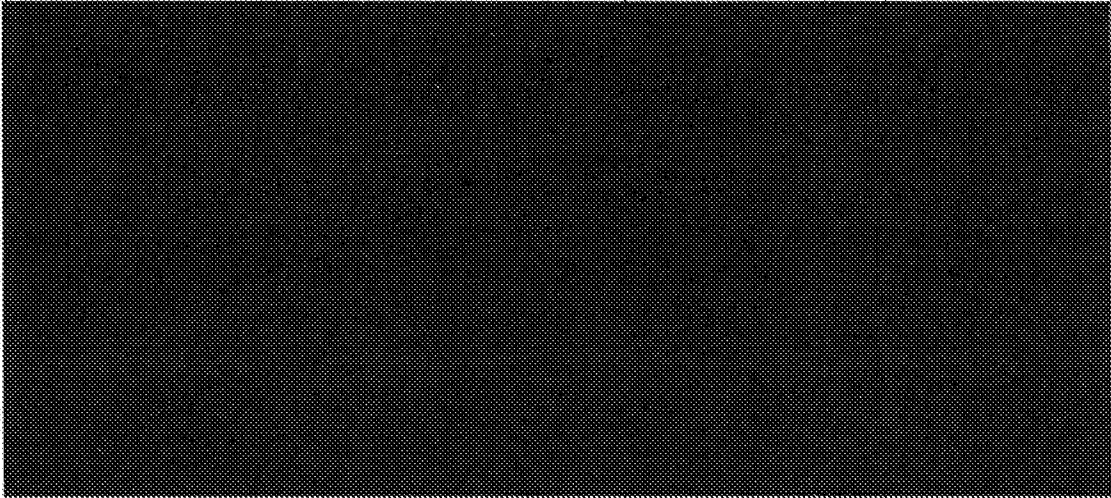
Title	Patent No	Country
CRYOPRESERVATION OF BIOLOGICAL CELLS AND TISSUES	6859283	United States of America
CRYOPRESERVATION OF BIOLOGICAL CELLS AND TISSUES	14/492477	United States of America
DERIVATION AND CULTURE OF HUMAN EMBRYO-DERIVED CELLS	11/667865	United States of America

IP Assignment Deed

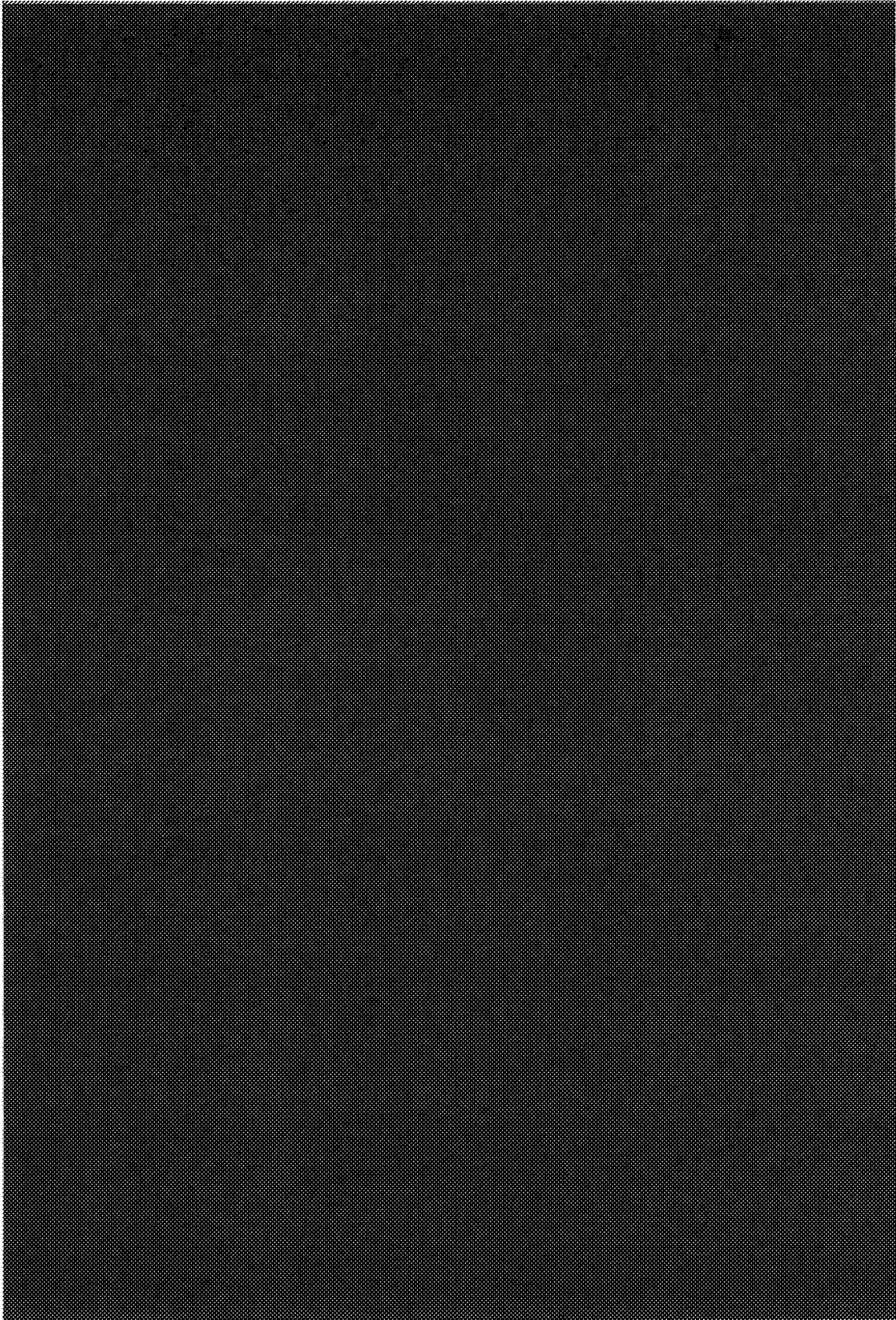
Title	Patent No	Country
IMPROVED MICROMANIPULATION AND STORAGE APPARATUS AND METHODS	13/700258	United States of America
[REDACTED]		
METHOD, SYSTEM AND APPARATUS FOR IMPROVED MICROMANIPULATION AND STORAGE	14/759419	United States of America
MEDIA AND METHODS FOR CELL CULTURE	13/696290	United States of America
[REDACTED]		

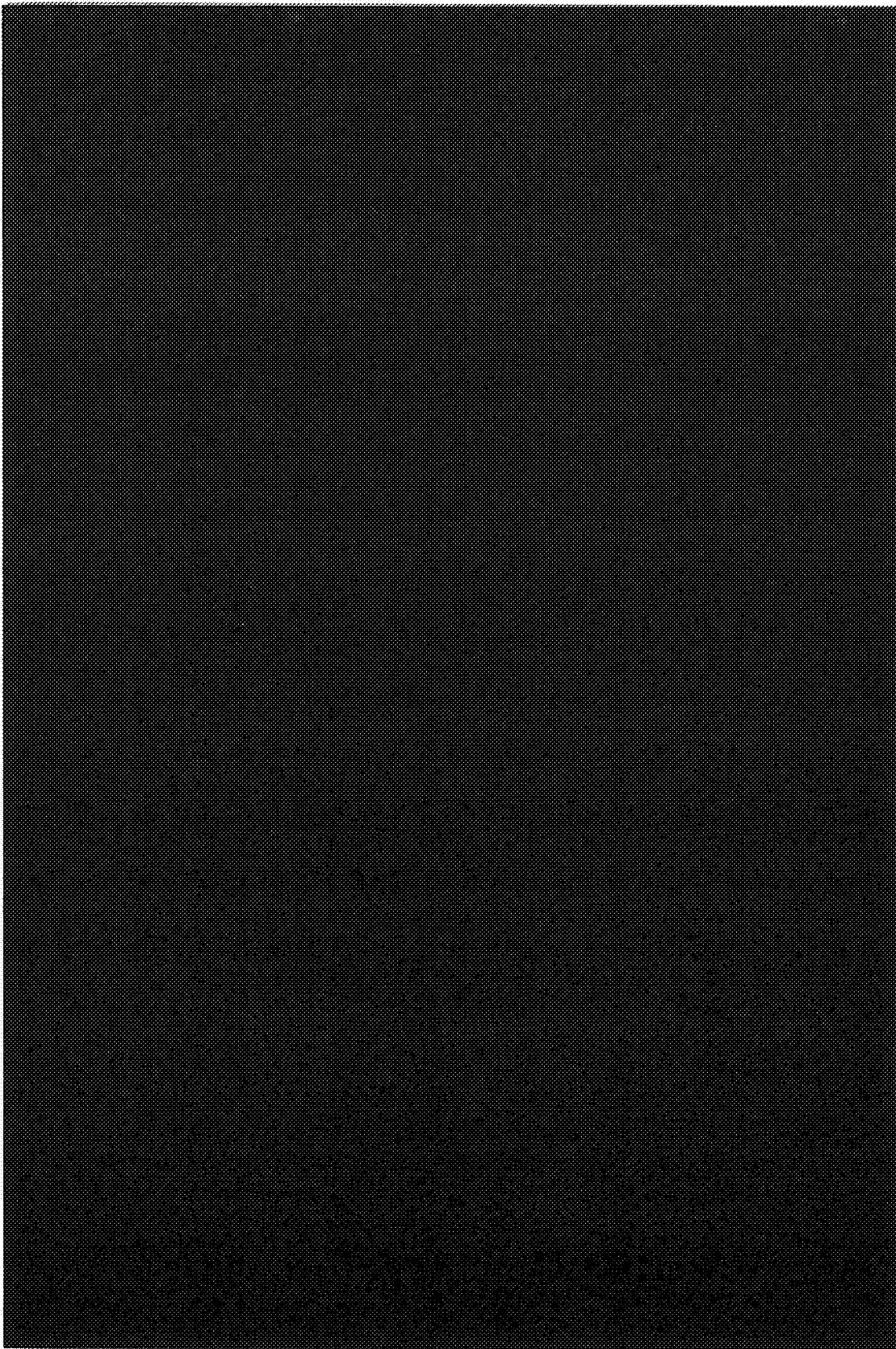
IP Assignment Deed

Title	Patent No	Country
[REDACTED]	[REDACTED]	[REDACTED]
APPARATUS, METHOD AND SYSTEM FOR CULTURED SAMPLE DEVELOPMENT MONITORING	14/771221	United States of America



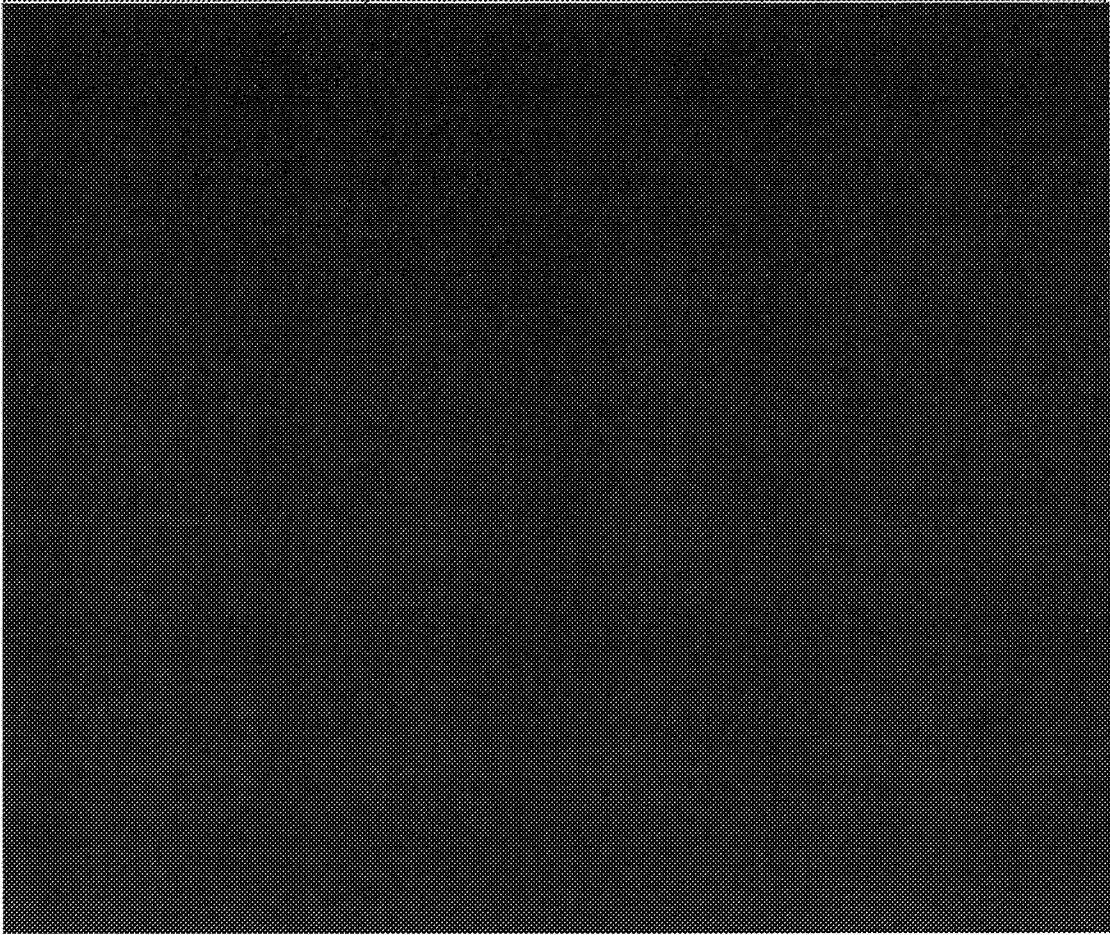
IP Assignment Deed





IP Assignment Deed

PATENT
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IP Assignment Deed

EXECUTED AS A DEED

Executed as a deed by GENEAL)
LIMITED ABN 82 002 844 448 in)
accordance with s127(1) of the)
Corporations Act 2001:)


Signature of Director/Company Secretary

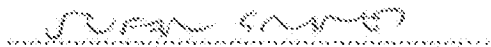
ASHA ROBINSON
Name of Director/Company Secretary


Signature of Director

TOMAS STOJANOV
Name of Director

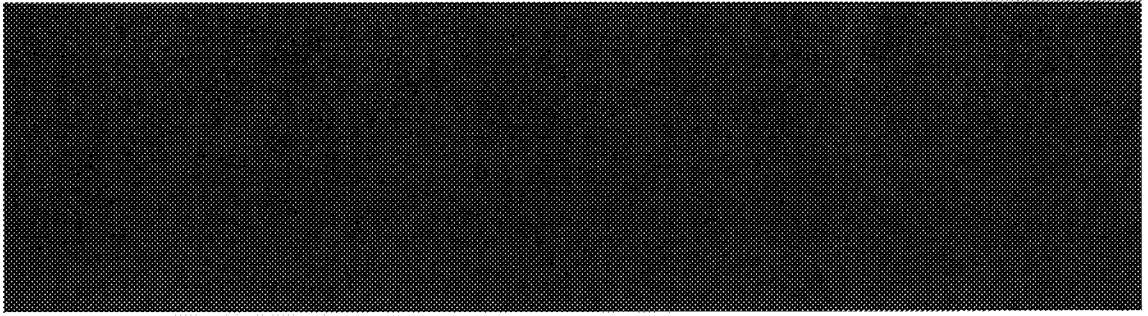
Executed as a deed by GENEAL IP)
HOLDINGS PTY LIMITED ACN 603 445)
898 in accordance with s127(1) of the)
Corporations Act 2001:)

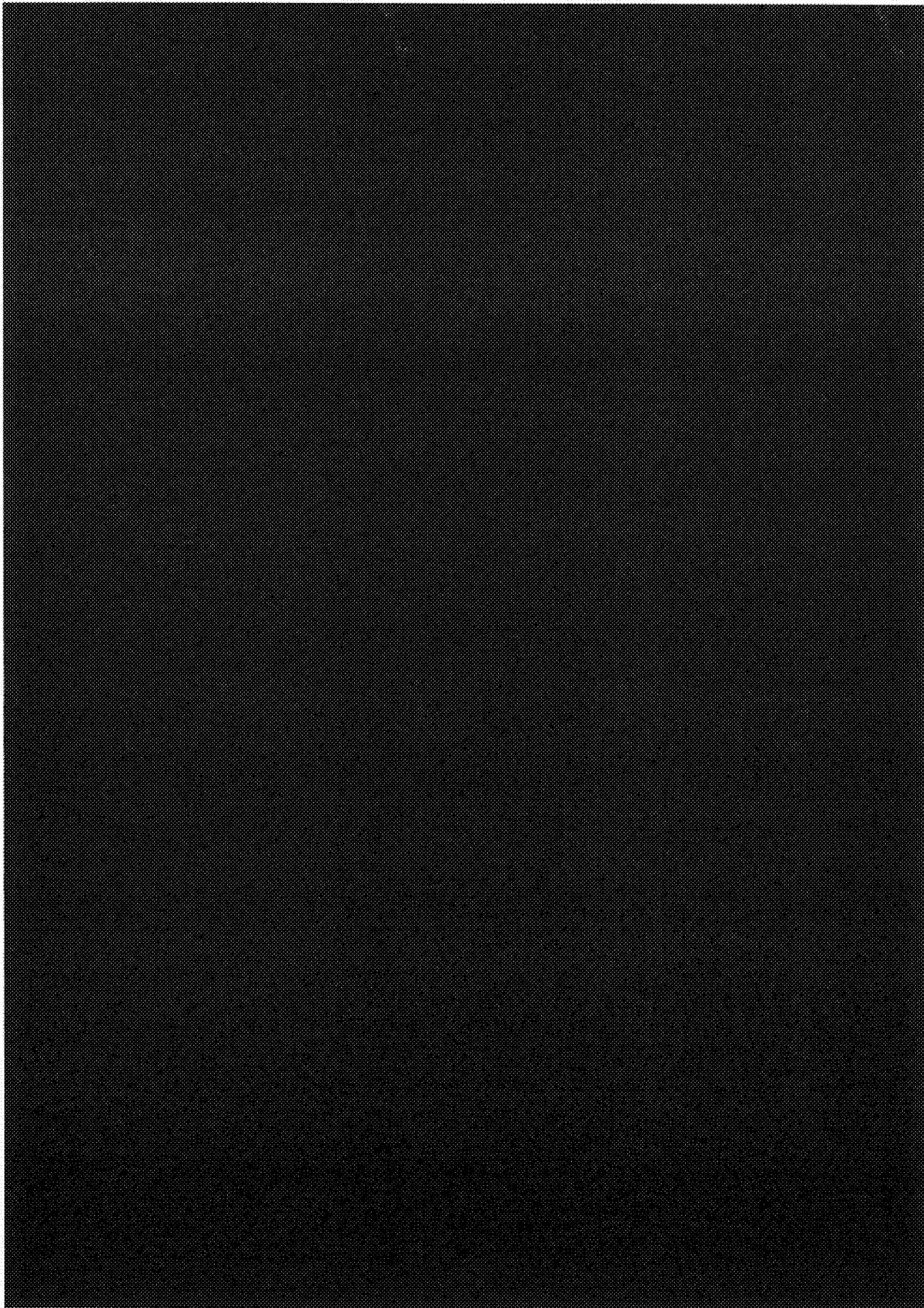

Signature of Director/Company Secretary

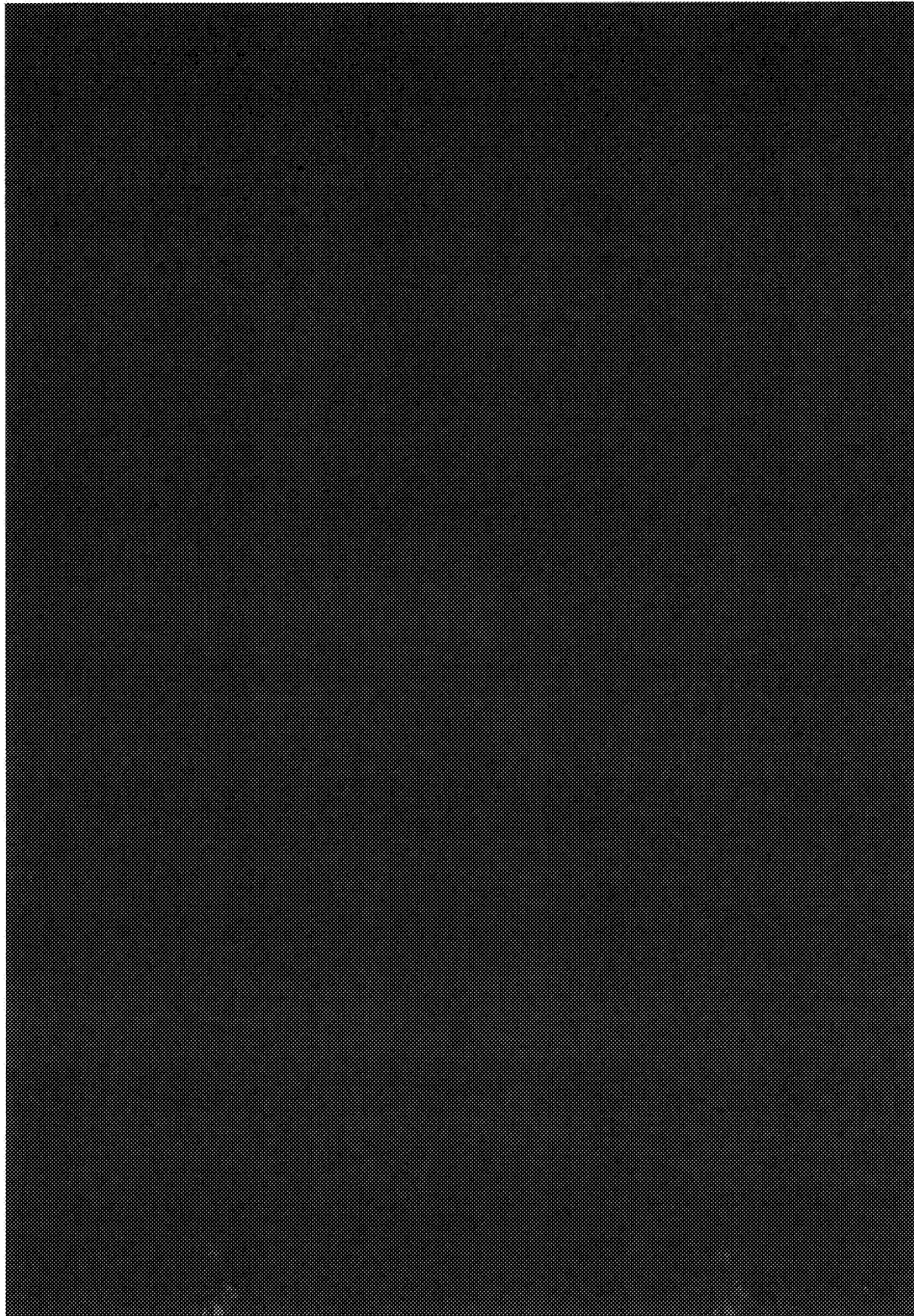

Name of Director/Company Secretary

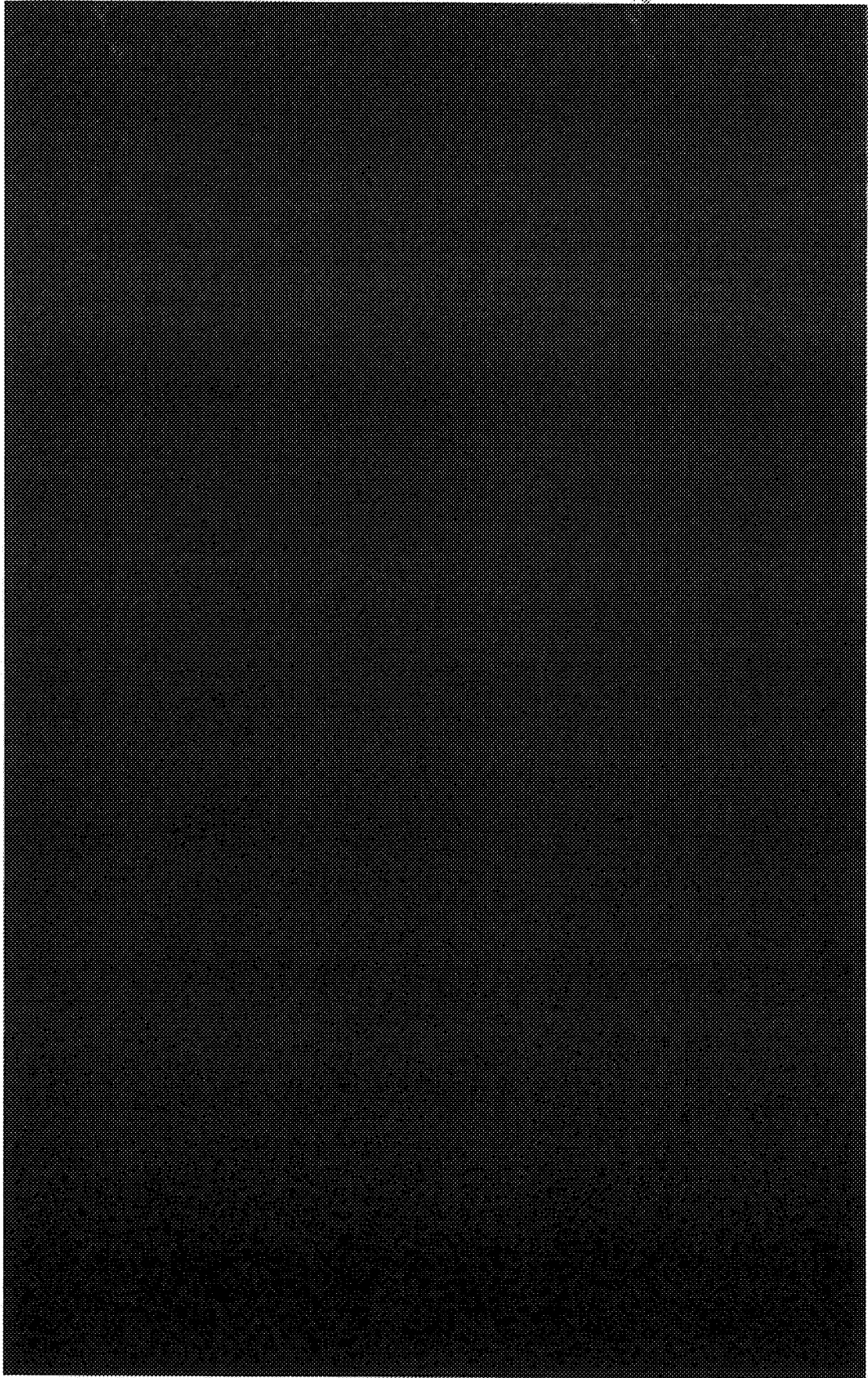
TOMAS STOJANOV
Signature of Director

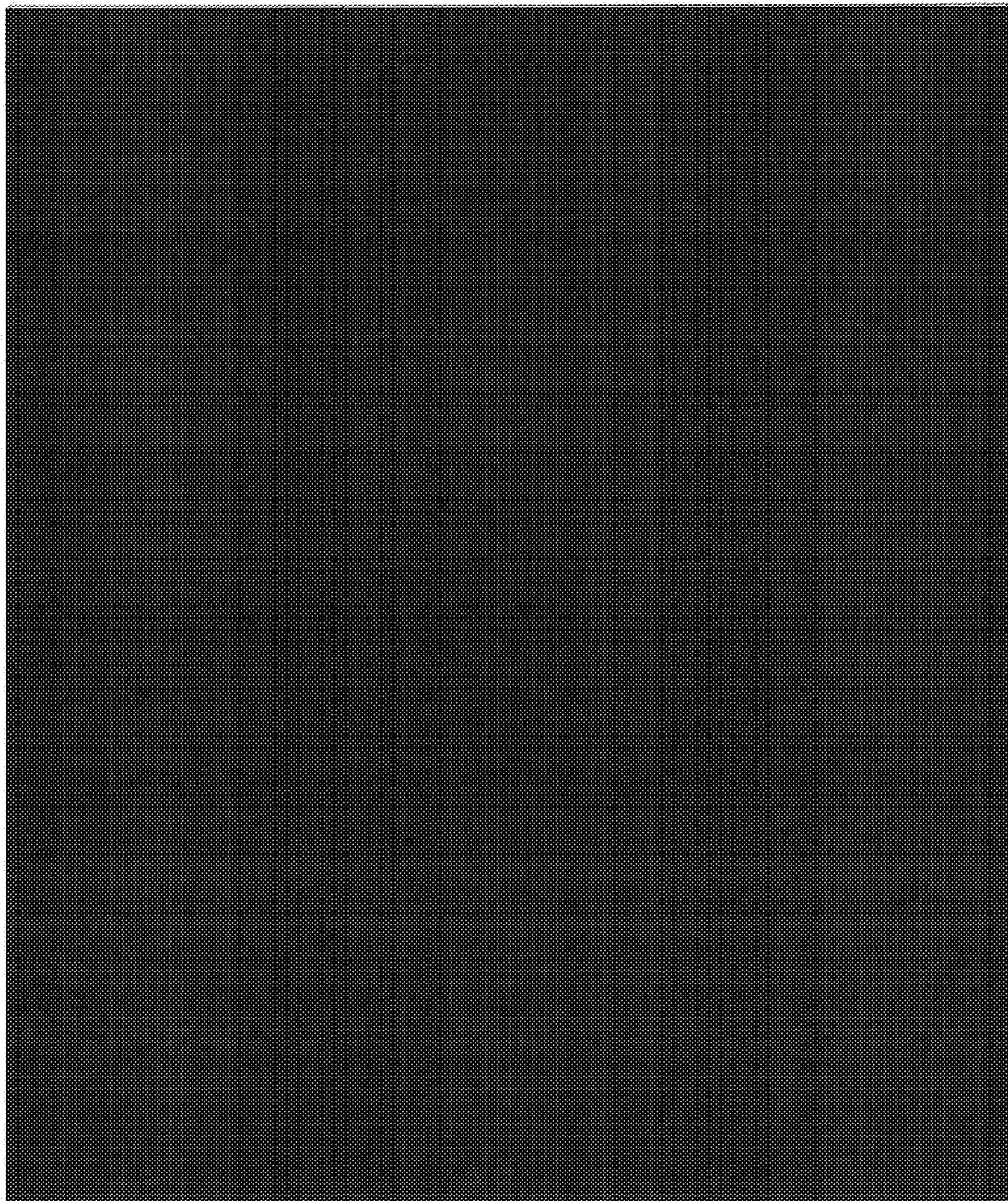
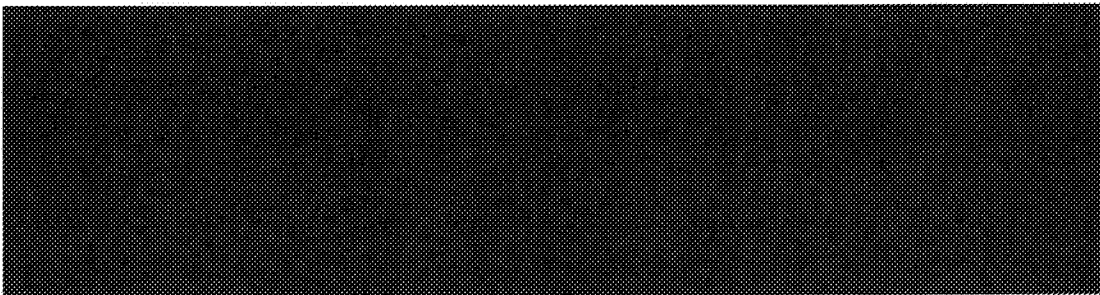

Name of Director

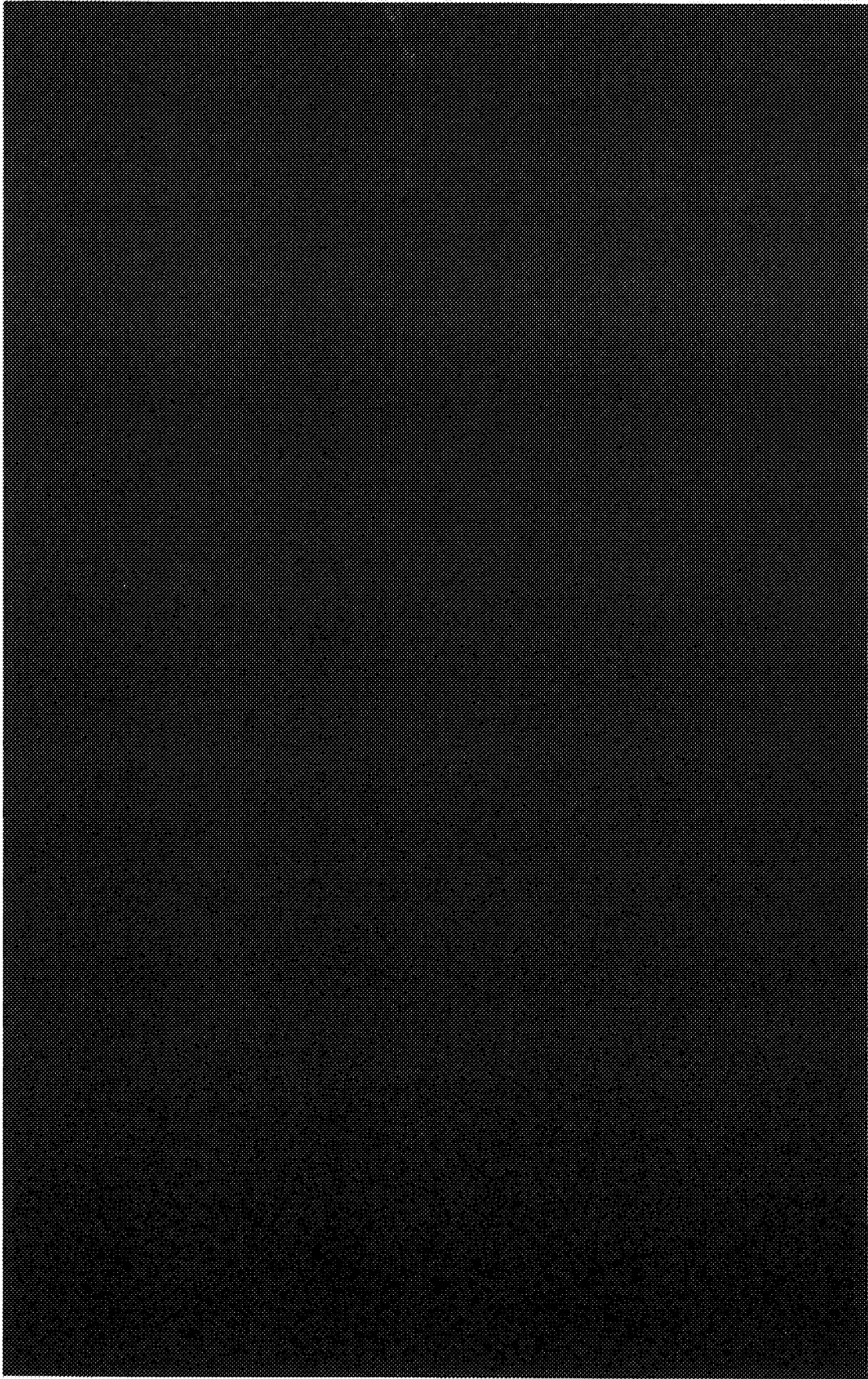


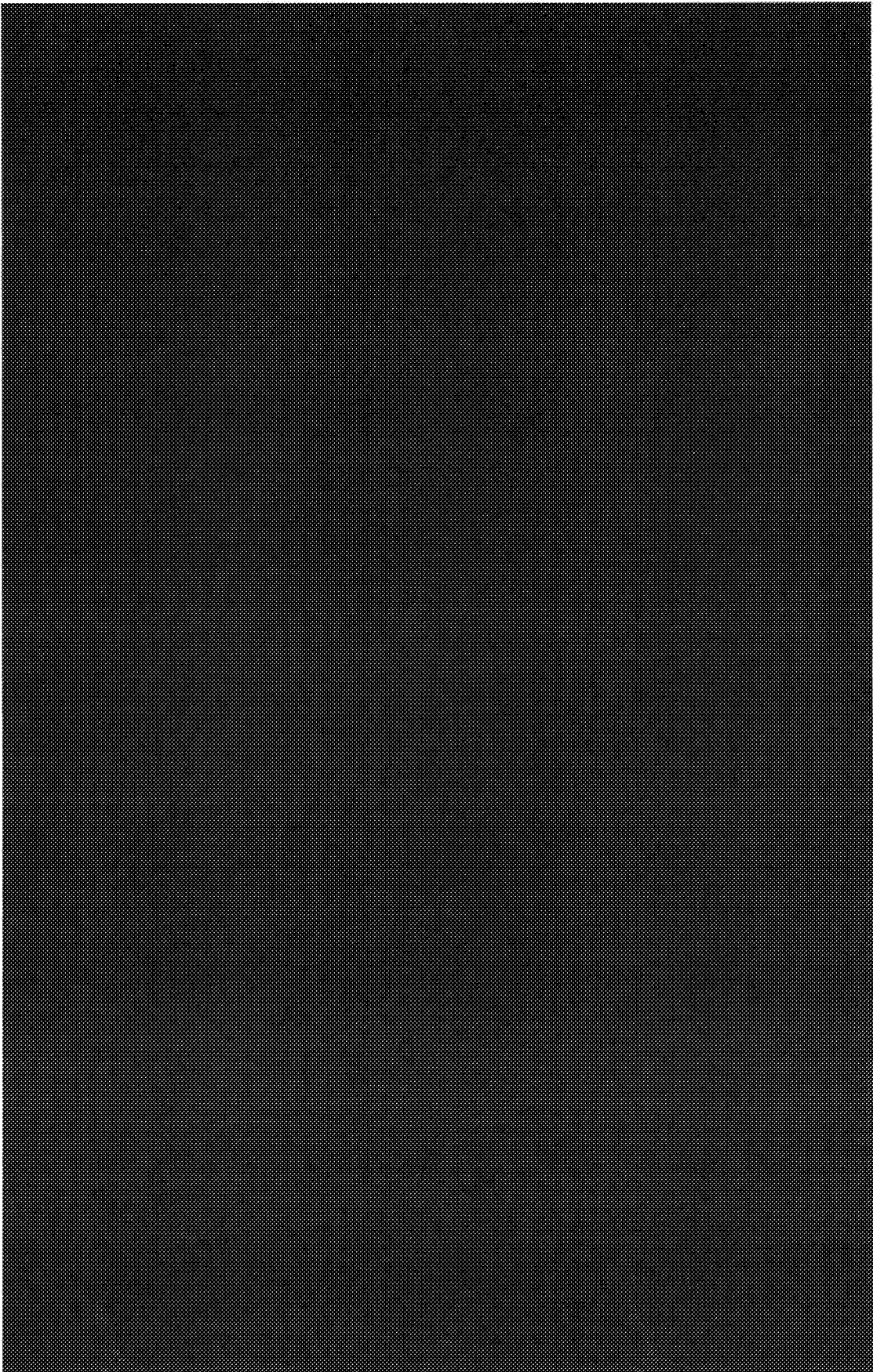












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