

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4919832

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STARPHARMA PTY LTD.	06/13/2017
RECEIVING PARTY DATA		
Name:	PRIOSTAR PTY LTD.	
Street Address:	4-6 SOUTHAMPTON CRESCENT	
City:	ABBOTSFORD, VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3067	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	14623268	
Application Number:	61254985	
Application Number:	61256951	
CORRESPONDENCE DATA		
Fax Number:	(612)766-1600	
<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:	612-766-7000	
Email:	kelsey.dehne@faegrebd.com	
Correspondent Name:	FAEGRE BAKER DANIELS LLP	
Address Line 1:	90 SOUTH 7TH STREET	
Address Line 2:	2200 WELLS FARGO CENTER	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	419661.001833	
NAME OF SUBMITTER:	KELSEY DEHNE	
SIGNATURE:	/kelseydehne/	
DATE SIGNED:	04/17/2018	
Total Attachments: 4		
source=IP Deed Assignment - Starpharma Priostar#page1.tif		
source=IP Deed Assignment - Starpharma Priostar#page2.tif		
source=IP Deed Assignment - Starpharma Priostar#page3.tif		

Deed of Transfer of IP

IP Assignment Deed

Dated

13 June 2017

2017 (4.55pm)

Parties

Starpharma Pty Ltd ACN 075 081 908
of 4-6 Southampton Crescent, Abbotsford, Victoria 3067
(Transferor)

Priostar Pty Ltd ACN 618 550 477
of 4-6 Southampton Crescent, Abbotsford, Victoria 3067
(Transferee)

Introduction

- A** The Transferee and the Transferor entered into an asset transfer agreement on or about the date of this Deed (**Asset Transfer Agreement**).
- B** In connection with the Asset Transfer Agreement, the Transferor has agreed to assign all of its right, title and interest in and to the IP Assets to the Transferee.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

- (1) **Asset Transfer Agreement** has the meaning given in Recital A;
- (2) **Completion Date** has the meaning given to that term in the Asset Transfer Agreement;
- (3) **Deed** means this document, including any schedule to it;
- (4) **DNT** means Dendritic Nanotechnologies, Inc. (State ID 4228259);
- (5) **Domain Name** means the internet domain name listed in Schedule 1;
- (6) **IP Assets** means:
 - (a) the Patents; and
 - (b) the right to be registered as the registrant of the Domain Name; and
- (7) **Patents** means the patents identified in Schedule 1.

1.2 Interpretation

- (1) Reference to:
 - (a) a person includes all bodies and associations, corporate or unincorporated;
 - (b) dollars means Australian dollars unless otherwise stated;
 - (c) costs includes charges, expenses and legal costs; and
 - (d) time is to the time in Melbourne, Australia.
- (2) "Including" and similar expressions are not words of limitation.

- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of this Deed or affect its interpretation.

2 Assignment of the IP Assets

- 2.1 On and from the Completion Date, the Transferor assigns to the Transferee:
 - (1) all of the Transferor's rights, title and interests in and to the IP Assets;
 - (2) any and all common law and statutory rights and remedies in relation to the IP Assets available to the Transferor at the Completion Date;
 - (3) the right to take action for any past infringements or unauthorised use of the IP Assets and to enjoy for the Transferee's own benefit the rewards of such action; and
 - (4) all rights of a like nature from time to time belonging to the Transferor which may be conferred or may subsist in any alterations, variations or additions to the IP Assets and any or all renewals and extensions thereof.

3 Domain Name

- 3.1 If the Domain Name has not been transferred to the Transferee prior to the Completion Date, then on the Completion Date the Transferor must deliver to the Transferee the form of transfer (if any) or other information or instruction required by the relevant domain name registry to transfer the registration of the Domain Name to the Transferee, together with any domain name password or account details relating to the Domain Name.

4 General

- 4.1 Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.
- 4.2 If anything in this Deed is unenforceable, illegal or void or makes this Deed or any part of it unenforceable, illegal or void, then it is severed and the rest of this Deed remains in force.
- 4.3 An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.
- 4.4 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. Waiver of a power or right is effective only in respect of the specific instance and for the specific purpose to which it relates.
- 4.5 The law of Victoria governs this Deed and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.
- 4.6 This Deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

Executed as a deed and delivered on the date shown on the first page.

Executed by **Starpharma Pty Ltd** ACN 075
081 908 in accordance with section 127 of
the *Corporations Act 2001*:

Director/company secretary

NIGEL BAARD

Name of director/company secretary
(BLOCK LETTERS)

Executed by **Priostar Pty Ltd** ACN 618
550 477 in accordance with section 127 of
the *Corporations Act 2001*:

Director/company secretary

NIGEL BAARD

Name of director/company secretary
(BLOCK LETTERS)

Jacynth K. Fairley

Director

JACINTH K. FAIRLEY

CEO & DIRECTOR

Name of director
(BLOCK LETTERS)

Jacynth K. Fairley

Director

JACINTH K. FAIRLEY

CEO & DIRECTOR

Name of director
(BLOCK LETTERS)

Schedule 1 – IP Assets

1 Patents

Title	Country	Application number	Patent number
PEHAM dendrimers for use in agriculture	US Provisional	61/254,985	
	US Provisional	61/256,951	
	PCT Application	PCT/US10/54164	
	Australia	2010313485	2010313485
	Brazil	BR1120120098470	
	China	201080056290.1	ZL201080056290.1
	Europe	10827405.1	
	India	4525/CHENP/2012	
Novel Dendrimer and formulations thereof	Japan	2012-536971	2012-536971
	United States of America	14/623268	9,585,387
	AU Provisional	2015905221	
	PCT Application	PCT/AU2016/051246	

2 Domain Name

Entity	Registrant and domain name details
Starpharma	Dnanotech.com Registrant: Starpharma, Nigel Baade, email@ovts.com.au