

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4952993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF QUEENSLAND	12/15/2011
RECEIVING PARTY DATA	
Name:	UNIQUEST PTY LTD
Street Address:	LEVEL 7, GENERAL PURPOSE SOUTH BUILDING
Internal Address:	STAFF HOUSE RD, THE U OF QUEENSLAND
City:	ST LUCIA
State/Country:	AUSTRALIA
Postal Code:	4072
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14454341
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	(206) 452-8700
Email:	joliver@cooley.com
Correspondent Name:	COOLEY LLP
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Address Line 2:	ATTN: PATENT DEPT
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	DAVI-013/01US 040722-2052
NAME OF SUBMITTER:	MARK E. ROGEL
SIGNATURE:	/Mark E. Rogel/
DATE SIGNED:	05/09/2018
Total Attachments: 4	
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DEED OF ASSIGNMENT

THIS DEED is made on the 15th day of December

two thousand and eleven

BETWEEN THE UNIVERSITY OF QUEENSLAND of St Lucia, in the State of Queensland,
(in this Deed called "the University")

AND UNIQUEST PTY LTD (ACN 010 529 898) of Level 7, General Purpose South Building, Staff House Road, The University of Queensland, St Lucia, in the State of Queensland,
(in this Deed called "the Assignee")

BACKGROUND

- A. The University owns the Intellectual Property.
B. The University has agreed to assign the Intellectual Property to the Assignee.

THIS DEED PROVIDESI. DEFINITIONS

In this Deed:

Intellectual Property means such of the following owned by the University

- (a) an invention or discovery; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; computer program; integrated circuit, circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document;
- (b) improvement, modification or development of any of the foregoing;
- (c) patent, application for a patent, right to apply for a patent or similar rights for or in respect of any intellectual property referred to in sub-paragraphs (a) or (b);
- (d) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document or other intellectual property referred to in sub-paragraphs (a) or (b);
- (e) copyright or other rights in the nature of copyright subsisting in any works or other subject matter referred to in sub-paragraphs (a) or (b);
- (f) circuit layout rights
- (g) plant breeder's rights

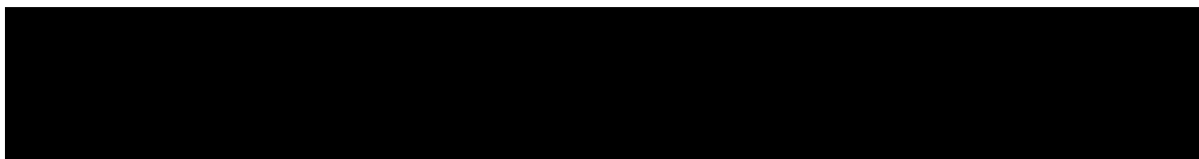
as subsists in the following patent applications:

Description	Provisional Application No. (date)	PCT No. (date)
Nucleic Acid Sequence & Method for Selectively Expressing a Protein in a Target Cell or Tissue	PO9467 (11/9/97) PO7765 (9/7/97)	PCT/AU98/00530 (9/7/88)
Polynucleotide and method for selectively expressing a protein in a target cell or tissue of a plant	PP8077 (8/1/99)	PCT/AU00/00007 (7/1/00)
Method and polynucleotides for Determining Translational Efficiency of a Codon	PP8078 (8/1/99)	PCT/AU00/00008 (7/1/00)
Polynucleotide and method for selectively expressing a protein in a target cell or tissue (CIP)	PO9467 (11/9/97) PO7765	PCT/AU98/00530 (9/7/98)
Gene expression system based on codon translational efficiency	US 60/410410 (13/9/02)	PCT/AU03/01200 (15/9/03)
A Method for Optimising Gene Expression using synonymous codon optimisation	US 60/425163 (8/11/02)	PCT/AU03/01487 (10/11/03)
Method of constructing a synthetic polynucleotide (Div)	PO9467 (11/9/97) PO7765 (9/7/97)	PCT/AU98/00530
Method of making a genetically modified mammal (Div)	PO9467 (11/9/97) PO7765 (9/7/97)	PCT/AU98/00530
Novel Compositions and Uses Therefor	PR4468/01 (18/4/01)	PCT/AU02/00486 (18/4/02)

2. ASSIGNMENT

- (a) The University assigns all of the University's right title and interest in and to the Intellectual Property to the Assignee.
- (b) The University assigns to the Assignee the right to sue for and recover damages and other relief in relation to any infringement of the Intellectual Property that may have occurred before the date of this Deed.
- (c) The Assignee grants to the University a non-exclusive licence to use the Intellectual Property for research purposes only.

3. ASSIGNMENT FEE



4. FURTHER ASSURANCE

- (a) The University must perform all such acts and execute all such agreements, assurances and other documents and instruments as the Assignee reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this Deed or to give full force and effect to, or facilitate the performance of, the transactions provided for in this Deed.

- (b) Without limiting the generality of paragraph (a), the University must sign all such documents as shall be required to assign to the Assignee all patent applications pending, and all patents granted, that relate in any way to the Intellectual Property.
- (c) Without limiting the generality of paragraph (a), the Assignee may require the University to sign a document in favour of a successor in title of the Assignee, in lieu of a document in favour of the Assignee.

5. WARRANTIES

5.1 Warranties

The University warrants to the Assignee that:

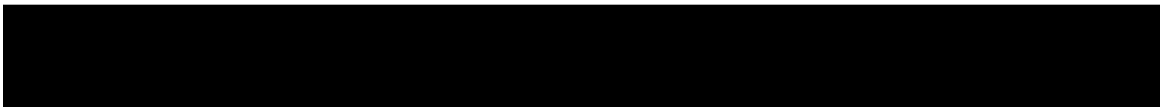
- (a) the University owns its interest in the Intellectual Property both legally and beneficially;
- (b) the Intellectual Property is not encumbered, mortgaged, or charged in any way, nor subject to any lien;
- (c) the Intellectual Property does not infringe any rights of any person;
- (d) there is no litigation pending in respect to the Intellectual Property, and there is no claim or demand that has been received from any person in relation to the Intellectual Property
- (e) no license or right of any type whatsoever has been granted in respect of the Intellectual Property by the University.
- (f) the University has not entered into any deed, contract, arrangement or understand dealing in any way with the Intellectual Property

5.2 Qualifications upon warranties

The warranties in clause 5.1(a) and (c) are made by the University to the best of its actual knowledge, without having searched any patent database anywhere in the world, and are made subject to:

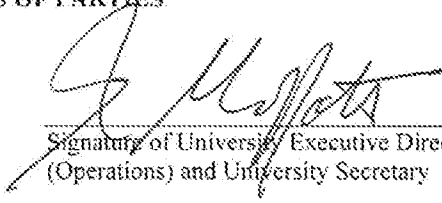
- (a) any thing that might be discovered from such a search, and
- (b) any research or other work being undertaken by any person, which may be concerned with the same subject matter as the Intellectual Property, of which it is not aware.

6. RELEASE AND INDEMNITY



SIGNATURES OF PARTIES

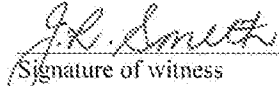
SIGNED AS A DEED
for THE UNIVERSITY OF QUEENSLAND
in the presence of



Signature of University Executive Director
(Operations) and University Secretary (ACTING)

ROB MOFFATT

Signatory print full name

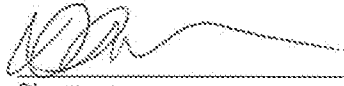


Signature of witness

Jennifer Robin Smith

Witness print full name

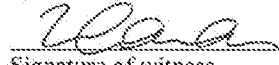
SIGNED SEALED AND DELIVERED
for UNIQUEST PTY LTD
in the presence of



Signature

David Andrew Henderson

Signatory print full name



Signature of witness

Nicole Welsh Cowan

Witness print full name