

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5034205

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BOND UNIVERSITY LIMITED	11/24/2011
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PING ZHANG	
<b>Street Address:</b>	19/8 DOYALSON PLACE	
<b>City:</b>	HELENSVALE	
<b>State/Country:</b>	AUSTRALIA	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	16026015
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	64276862233	
<b>Email:</b>	tmartin@martinip.com	
<b>Correspondent Name:</b>	MARTIN IP PTY LTD	
<b>Address Line 1:</b>	PO BOX 906	
<b>Address Line 4:</b>	BRISBANE QLD, AUSTRALIA 4001	
<b>ATTORNEY DOCKET NUMBER:</b>	ZHA1-001-010US	
<b>NAME OF SUBMITTER:</b>	TODD MARTIN	
<b>SIGNATURE:</b>	/Todd Martin/	
<b>DATE SIGNED:</b>	07/02/2018	
<b>Total Attachments: 10</b>		
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# Assignment of Intellectual Property

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Bond University Limited (**Bond University**)

Ping Zhang (**Assignee**)

# Details

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## Date

## Parties

Name	<b>Bond University Limited ABN88010694121</b>
Short form name	<b>Bond University</b>
Notice details	The Secretary Bond University Limited Gold Coast Qld4229

Name	Ping Zhang
Short form name	Assignee
Notice details	10 Garryowen Cres Narre Warren, VIC, 3805

## Background

- A The Assignee agreed to assign her Intellectual Property Rights to Bond University on the terms of a Deed dated 22 December 2007.
- B The Assignee has decided to progress any commercialisation potential in the Intellectual Property herself.
- C Bond University has agreed to reassign the Intellectual Property Rights to the Assignee on the terms of this Deed.

# Agreed terms

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## 1. Defined terms & interpretation

### 1.1 Defined terms

In this document:

**Affiliates**, in relation to a party, means that party's directors, officers, employees, agents, licensees and contractors.

**Business Day** means:

- (a) for receiving a notice under clause 8, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in Queensland, Australia.

**Business Hours** means from 9.00am to 5.00pm on a Business Day.

**Commencement Date** means the date on which the last party signs this Deed or another date agreed in writing by the parties.

**Deed** means this document and its schedules.

**Encumbrance** means any mortgage, lien, charge, pledge, claim or other encumbrance.

**Intellectual Property** means the:

- (a) patents and patent applications;
- (b) registered designs and design applications;
- (c) trade and service marks (whether registered or unregistered);
- (d) inventions, discoveries, novel designs, and/or data, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques; and/or
- (e) the literary works, artistic works, computer software, and other works or subject matter in which copyright subsists and may in the future subsist

specified in Item 3 of the Schedule.

**Intellectual Property Rights** means all of Bond University's rights, title and interest in the Intellectual Property in the Territory, and includes:

- (a) patents, copyright, rights in circuit layouts, registered designs, and trade marks in the Territory;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) (including the right to make a patent application) and the right to be granted the application in the Territory; and
- (c) all continuations, divisions and renewals of and substitutes for any such applications.

## 1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Brisbane, Australia time;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) any Deed, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any Deed, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

## 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

# 2. Assignment of intellectual property rights

## 2.1 Assignment and acceptance

Bond University assigns the Intellectual Property Rights to the Assignee and the Assignee accepts the assignment of the Intellectual Property Rights with effect from the Commencement Date.

## 2.2 Assignment of rights to take legal action

The assignment in clause 2.1 includes the transfer of any and all of Bond University's rights to take legal action in relation to the Intellectual Property Rights, including for infringement of the

Intellectual Property Rights or any other like action, against any person or party with respect to the Intellectual Property Rights, irrespective of whether the events giving rise to the action arise before or after the Commencement Date.

### **2.3 Joint ownership**

If there is more than one person comprising the Assignee, the assignment in clause 2.1 is to those persons as tenants in common in equal shares.

### **2.4 Acknowledgement**

Bond University retains the right to be acknowledged as having supported the Assignee in creating the Intellectual Property and the Assignee shall provide such acknowledgement in all publications relating to the Intellectual Property.

## **3. Further assurance of Intellectual Property Rights**

### **3.1 Further acts**

Bond University must on written demand by the Assignee do any other act necessary, including the prompt execution of any further documentation either on behalf of Bond University, or any relevant employee or former employee of Bond University, to effect the transfer of the Intellectual Property Rights to the Assignee in respect of each jurisdiction in which those rights have legal effect.

## **4. Warranties**

### **4.1 Warranties**

Subject to clause 4.2, Bond University warrants to the Assignee that:

- (a) no licences or rights have been granted in or to the Intellectual Property Rights ;
- (b) as far as Bond University is aware, without having made any enquiry, the Intellectual Property Rights are free from Encumbrances, including any claim by a third party that the Intellectual Property Rights are not valid or that the use of the Intellectual Property will infringe the rights of that third party.

### **4.2 Qualifications on warranty**

The warranties in clause 4.1 are made to the best of the knowledge and belief of Bond University, without having made specific enquiries.

### **4.3 No other warranty**

- (a) Bond University excludes all warranties other than as expressly set out in this Deed.
- (b) Without limiting the generality of clause 4.3 (a), Bond University specifically excludes any warranty that:
  - (i) the use of the Intellectual Property will not infringe the rights of any third party;
  - (ii) the Assignee will have freedom to operate and use the Intellectual Property and exercise the Intellectual Property Rights without reference to, or the consent, or agreement of any third party.

## **5. Term and termination**

### **5.1 Term**

This Deed commences on the Commencement Date and continues unless terminated pursuant to clause 5.2.

## **5.2 Termination**

- (a) The parties may terminate this Deed by mutual agreement in writing.
- (b) Such termination shall not affect the accrued rights or remedies of either party.
- (c) The following clauses shall survive termination of this Deed: 2 (Assignment of Intellectual Property Rights), 6 (Indemnity) and 7 (Dispute Resolution).

## **6. Indemnity**

- (a) Bond University indemnifies the Assignee from and against any loss or damage or any action, claim, proceeding, judgement or demand made by any person against the Assignee to the extent that such loss or damage, action, claim, proceeding, judgement or demand relates to or arises from a breach of any of the warranties made by Bond University in clause 4.1, as qualified in clause 4.2.
- (b) The Assignee indemnifies and shall continue to indemnify Bond University, its officers, employees and agents against all actions, claims, proceedings or demands (including those brought by third parties) in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special indirect or consequential loss) arising out of the exploitation and use of the Intellectual Property Rights or any Products.

## **7. Dispute resolution**

### **7.1 No arbitration or court proceedings**

If a dispute arises out of this Deed (**Dispute**), a party must comply with this clause 7 before starting court proceedings (except proceedings for interlocutory relief).

### **7.2 Notification**

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

### **7.3 Parties to resolve Dispute**

During the 14 days after a notice is given under clause 7.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts to resolve the Dispute. If the parties cannot resolve the Dispute within that period, and one of them requests that the Dispute be submitted to mediation, they must refer the Dispute to mediation in accordance with clause 7.4.

### **7.4 Mediation**

Where the Dispute is referred to mediation pursuant to clause 7.3, the Dispute must be submitted to mediation in accordance with, and subject to, the Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules

### **7.5 Confidentiality**

Any information or documents disclosed by a party under this clause 7:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

### **7.6 Costs**

Each party to a Dispute must pay its own costs of complying with this clause 7. The parties to the Dispute must equally pay the costs of any mediator.



## **8. Notices and other communications**

### **8.1 Service of notices**

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

### **8.2 Effective on receipt**

A Notice given in accordance with clause 8.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## **9. Miscellaneous**

### **9.1 Duties**

Any duties or other taxes of a similar nature in connection with this Deed must be paid by the Assignee.

### **9.2 Counterparts**

This Deed may be executed in counterparts.

### **9.3 Entire Deed**

This Deed including its Schedule:

- (a) constitutes the entire Deed between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or Deed between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

### **9.4 Relationship**

This Deed does not create a relationship of employment, trust, agency or partnership between the parties.

### **9.5 Governing law**

This Deed is governed by the law applicable in Queensland, Australia.

### **9.6 Severability**

Part or all of any provision of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining provisions of this Deed continue in force.

## 9.7 Waiver

Waiver of any provision of or right under this Deed:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

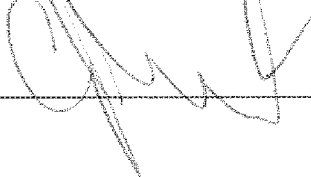
Item number	Item description	Details
1.	Name or names of Assignee(s)	Ping Zhang
2.	Notice details for the Assignee(s)	<b>10 Garryowen Cres Narre Warren, VIC, 3805</b>
3.	Details of the Intellectual Property to be assigned	<p>Intellectual Property including algorithms, processes and other information contained within the thesis titled "Role of Neural Network and Statistical Techniques in Computer Aided Diagnosis of Breast Cancer" by Ping Zhang and associated related publications. A copy of this thesis and associated material is held by BURCS.</p> <p>Patent applications in the name of Bond University Ltd. associated with this IP includes: USA application No. 12/540,779, European Application No. 09167833.4 and Australian application No. 2009208157.</p> <p>Any computer software copy associated with this IP, held by any employees from Bond University.</p>
4.	Details of any Records and Materials to be delivered by Bond University	None
5.	Deed dated 22 December 2007	See Appendix

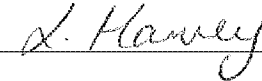
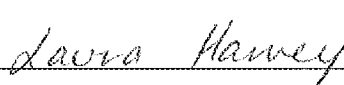
## Signing page

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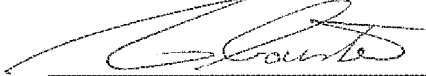

**EXECUTED** as a deed

Signed on behalf of **Bond University Limited** by Professor Garry Marchant, Deputy Vice Chancellor and Provost, in the presence of:

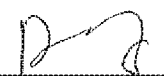
  
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24.11.11

  
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\_\_\_\_\_  
24.11.11

Signed sealed and delivered by Dr Ping Zhang, in the presence of:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
MAUREEN GLAISTER

←

  
\_\_\_\_\_

an Australian Legal Practitioner  
(within the meaning of the Legal Profession Act 2004)