

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5111984

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE'S COUNTRY previously recorded on Reel 045110 Frame 0267. Assignor(s) hereby confirms the ASSIGNMENT.
CONVEYING PARTY DATA	
Name	Execution Date
LYN MARIE WISE	08/07/2012
STEPHEN BRUCE FLEMING	08/07/2012
ANDREW ALLAN MERCER	08/07/2012
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF OTAGO
Street Address:	ORDINANCE 1869 OF LEITH STREET
City:	DUNEDIN
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13897280
Application Number:	15072335
CORRESPONDENCE DATA	
Fax Number:	(801)355-7901
<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:	(801) 355-7900
Email:	jlofgran@brinksgilson.com
Correspondent Name:	RYAN L. MARSHALL
Address Line 1:	405 S. MAIN STREET, SUITE 1000
Address Line 4:	SALT LAKE CITY, UTAH 84111-3411
ATTORNEY DOCKET NUMBER:	16184-5, 16184-6
NAME OF SUBMITTER:	RYAN L. MARSHALL
SIGNATURE:	/Ryan L. Marshall/
DATE SIGNED:	08/27/2018
Total Attachments: 10	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4786855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LYN MARIE WISE	08/07/2012
STEPHEN BRUCE FLEMING	08/07/2012
ANDREW ALLAN MERCER	08/07/2012
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF OTAGO
Street Address:	LEITH STREET
City:	DUNEDIN
State/Country:	IRELAND
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9314505
Application Number:	15072335
CORRESPONDENCE DATA	
Fax Number:	(801)355-7901
<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:	(801) 355-7900
Email:	jlofgran@brinksgilson.com
Correspondent Name:	RYAN L. MARSHALL
Address Line 1:	405 S. MAIN STREET, SUITE 1000
Address Line 4:	SALT LAKE CITY, UTAH 84111-3411
ATTORNEY DOCKET NUMBER:	16184-5, 16184-6
NAME OF SUBMITTER:	RYAN L. MARSHALL
SIGNATURE:	/Ryan L. Marshall/
DATE SIGNED:	01/22/2018
Total Attachments: 7	
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LYN MARIE WISE
STEPHEN BRUCE FLEMING
ANDREW ALLAN MERCER

UNIVERSITY OF OTAGO

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

DEED dated

August

2012

PARTIES

LYN MARIE WISE, resident at 42 Glenmore Street, Glenleith, Dunedin 9010;
STEPHEN BRUCE FLEMING, resident at 11 Bellona Lane, Fairfield, Dunedin 9018;
ANDREW ALLAN MERCER, resident at 26 Jane Street, Macandrew Bay, Dunedin 9014;
("Assignors")

UNIVERSITY OF OTAGO, a body corporate established under the University of Otago
Ordinance 1869, of Leith Street, Dunedin ("Assignee")

INTRODUCTION

- A. The Assignors have either during the course of employment by the Assignee or under a commission for money or money's worth from the Assignee devised an invention relating to Combination Treatments and Compositions for Wound Healing (the "Invention") which is described in United States Provisional Application No. 61/649,213 ("the Patent Application").
- B. The Assignors acknowledge that the Assignee is or should be the proprietor of the Invention and all Intellectual Property Rights therein.
- C. To the extent that any of the Assignors own any Intellectual Property Rights in the Invention, the Assignor has agreed to assign, and the Assignees have agreed to accept, such Intellectual Property Rights on the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1. In this deed, the following words shall have the following meanings:

"Copyright" means all copyrights and all rights in the nature of copyright, in any original software, artistic, literary and other works relating to the Invention as may exist anywhere in the world;

"Design Rights" means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to;

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international contention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above; and
- (c) any unregistered design rights;

"Invention" means any and all inventions the subject of the Patent Application;

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright and Design Rights;

"Know-How" means any information, knowledge, experience, data and designs in the possession of the Assignor of a confidential nature and not in the public domain relating to the Invention or the process for making or using it;

"Patent Application" means United States Provisional Application No. 61/649,213; and

"Patent Rights" means all patent rights in and to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Applications; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

2.1. Assignment: In consideration of the sum of NZ\$1.00 paid by the Assignee to each of the Assignors, the receipt of which is hereby acknowledged by the Assignors, the Assignors hereby assign to the Assignee absolutely all rights, title and interest in and to:

- (a) the Invention;
- (b) the Intellectual Property Rights; and
- (c) the Know-How and, subject to clause 3.2, the full unfettered and exclusive worldwide right to use the Know-How for any purpose whatsoever (including the filing of patent applications in respect of all or any part of it).

2.2. Rights of action: The assignments effected by clause 2.1 shall include, without limitation, the assignment and transfer of:

- (a) all rights of action, powers and benefits arising from the ownership of the Intellectual Property Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this deed; and

(b) all rights of ownership of any materials that form part of the Know-How.

3. KNOW-HOW

3.1. Provision of Know-How: The Assignors shall, at the request of the Assignee and to the extent outstanding:

- (a) disclose all Know-How known to each of them;
- (b) provide all other reasonable assistance and information as may be reasonably necessary in order to assist the Assignee, or its nominee, to develop and make or use the Invention; and
- (c) where possible, provide all original versions of the Invention and any materials that form part of the Know-How.

3.2. Confidentiality by employee: Where the Assignors have devised the Invention during the course of employment by the Assignee, the Assignors shall not disclose or otherwise make available any of the Know-How to any third party without the prior written consent of the Director, Research and Enterprise of the Assignee or nominee, which consent shall not be unreasonably withheld or delayed.

3.3. Confidentiality by contractor: Where the Assignors have devised the Invention under a commission for money or money's worth from the Assignee ("Contractor"), the Contractor shall as from the date of this deed treat all Know-How as confidential and shall not use, disclose, publish or make available the Know-How for any purpose whatsoever without the prior written consent of the Director, Research and Enterprise of the Assignee. Such obligation shall not extend to any Know-How which is already in or subsequently enters the public domain through no fault of any of the Contractors. Each of the Contractors warrant that, save for the Assignee and its employees, they are not aware that the Know-How or any of it is known, or as a result of any past action or default on their part, or that of anyone else, is likely to become known to any third party.

4. IMPROVEMENTS

4.1. Disclosure: Following the date of this deed, each of the Assignors while employed by the Assignee or under any commission for money or money's worth from the Assignee, shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the Invention, devised, created, designed or acquired by each of them ("Improvements").

4.2. Assignment: Each of the Assignors shall assign to the Assignee upon request all of their respective rights, title and interest in and to any Improvements and all intellectual property rights therein as may exist anywhere in the world, on the same terms as set out in this deed.

5. EXECUTION OF DOCUMENTS

5.1. Further actions: If requested by the Assignee, each of the Assignors shall at the Assignee's expense:

- (a) apply for and obtain or (if the Assignee thinks fit) join with the Assignee in applying for and obtaining protection of the Intellectual Property Rights with the understanding and the intention that all rights, title and interest in and to such applications and any granted protection is to vest in the Assignee; and

- (b) execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to apply for and obtain protection of the Intellectual Property Rights, vest any such protection in the Assignee, enable enforcement of any of the Intellectual Property Rights, defeat any challenge to the validity of any of the Intellectual Property Rights and otherwise to implement and carry out his or her obligations under this deed.

5.2. Power of attorney: Each of the Assignors hereby irrevocably appoints the Assignee as his/her attorney with full power to act in his/her name and on his/her behalf in fulfilling any of the matters set out in clause 5.1:

- (a) to the extent that he/she fails to do any of such matters after being called upon to do so by the Assignee; or
- (b) if the Assignee is unable after making reasonable and proper inquiries to locate him/her to request the fulfilment of such matters.

Wherever is possible and practicable, each of the affected Assignors will be promptly and freely informed of actions taken in accordance with this assignment of power.

6. REASSIGNMENT

6.1. If at any time after the date of this deed, the Assignee decides in its sole discretion that it does not wish to commercially exploit the Invention and the Intellectual Property Rights, the Assignee may upon request assign to the Assignors all of the Assignee's rights, title and interest in and to the Invention and all Intellectual Property Rights. The terms of such assignment shall be as determined by the Assignee but shall include the following provisions:

- (a) the Intellectual Property Rights shall be assigned "as is" and without any warranty from the Assignee;
- (b) in consideration for the assignment, the Assignors shall pay to the Assignee an amount equal to 5% of any and all gross revenues received by the Assignors (and any licensee or sub-licensee appointed or permitted by the Assignors) from commercial exploitation of the Invention in any manner whatsoever; and
- (c) the Assignee shall reserve to itself and its employees, students, agents and contractors an irrevocable, non-exclusive, non-transferable, royalty-free right to the Invention and the Intellectual Property Rights for academic research and teaching purposes only.

7. GENERAL

7.1. Waiver: No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

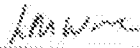
7.2. Counterparts: This deed may be executed by the parties in any number of counterparts (including facsimile copies), each of which when executed shall constitute an original but all of which shall together constitute one and the same instrument.

7.3. Execution by facsimile: The delivery by a party to the other parties of a facsimile copy of this deed duly signed or executed, shall for the purposes of this deed be deemed delivery of the original thereof and the party so delivering such facsimile copy shall deliver the original within five business days.

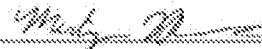
7.4. Governing law: The formation, validity, construction and performance of this deed shall be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

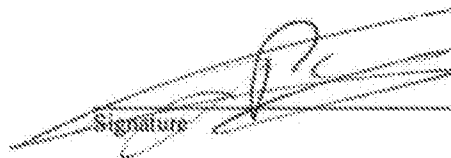
SIGNED by LYN MARIE WISE
in the presence of:


Signature

WITNESS

Signature: 
Name: MERILYN HISMA
Address: 39 PACIFIC ST, DUNEDIN
Occupation: SCIENTIST

SIGNED by STEPHEN BRUCE
FLEMING in the presence of:


Signature

WITNESS

Signature: 
Name: MERILYN HISMA
Address: 39 PACIFIC ST, DUNEDIN
Occupation: SCIENTIST

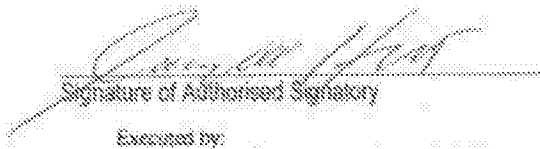
SIGNED by ANDREW ALLAN
MERCER in the presence of:


Signature

WITNESS

Signature: 
Name: MERILYN HISMA
Address: 39 PACIFIC ST, DUNEDIN
Occupation: SCIENTIST

SIGNED by UNIVERSITY OF OTAGO in the
presence of:


Signature of Authorised Signatory

Executed by:

PROFESSOR COLIN CAMPBELL-JONES

Nominal Authorised Signatory

Research and Enterprise

University of Otago

Deputy of the Deputy Authority
Title of the Deputy Authority

WITNESS

Signature: 

Name: Annette Louise McGee

Address: 24 James St, Dunedin

Occupation: Contract Manager