

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5165391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEPHEN WALTER PAGE	02/17/2016
SANJAY GARG	02/16/2016
MARTINE KEENAN	02/16/2016
ADAM MCCLUSKEY	03/22/2016
ANDREW STEVENS	03/29/2016
RECEIVING PARTY DATA	
Name:	NEOCULI PTY LTD
Street Address:	UNIT 4, 25-37 HUNTINGDALE RD
City:	BURWOOD, VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3125
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16146894
CORRESPONDENCE DATA	
Fax Number:	(703)997-4905
<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>	
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Correspondent Name:	MH2 TECHNOLOGY LAW GROUP, LLP TIMOTHY M.
Address Line 1:	1951 KIDWELL DRIVE
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Address Line 4:	TYSONS CORNER, VIRGINIA 22182
ATTORNEY DOCKET NUMBER:	0182.0007-US-01
NAME OF SUBMITTER:	SHULING L. WILLIAMS
SIGNATURE:	/Shuling L. Williams/
DATE SIGNED:	09/28/2018
Total Attachments: 40	

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Deed of Assignment of Intellectual Property Rights

THIS DEED is dated 17 February, 2016

Parties

- (1) Stephen Walter Page of 55 Campbell Street, Newtown NSW 2042 (*Page*);
 - (2) Sanjay Garg of 6 Moorhouse Ave, Myrtle Bank SA 5084 (*Garg*);
 - (3) Martine Keenan of Suite 5, 3 Brodie-Hall Drive, Technology Park, Bentley WA 6102 (*Keenan*);
 - (4) Adam McCluskey of 405 Warners Bay Road, Charlestown NSW 2290 (*McCluskey*);
 - (3) Andrew Stevens of 100 Castleton Crescent, Gowrie ACT 2904 (*Stevens*);
- (each an *Assignor*); and
- (5) Neoculi Pty Ltd (ACN 147 113 228) of Unit 4, 25-37 Huntingdale Rd, Burwood VIC 3125 (*Neoculi*).

Background

- (A) The Assignors devised and formulated the invention. The Application has been filed in respect of the invention.
- (B) The Assignors and Neoculi were involved in the filing of the Application.
- (C) The parties have agreed that any and all IP Rights arising in connection with the invention will vest in Neoculi in accordance with the provisions of this deed.

Operative provisions

1 Definitions and interpretation

- 1.1 In this deed, the following definitions apply:

Application means each and any of the patent applications made by Neoculi as set out in Schedule 1 which relate to the patent family PCT/AU2014/000483.

Claims means any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments whether at law, in equity or arising under the provisions of any statute.

Confidential Information means, in respect of an Assignor, all confidential information (however recorded or preserved) that was, is or becomes known to, or under the possession or control of, that Assignor (whether before, on or after the date of this deed) in connection with the invention, including the existence and terms of this deed.

Copyright Act means the *Copyright Act 1968* (Cth).

Documentation means all written manuals or information (however recorded or preserved) relating to any Relevant IP (including users' manuals, modification manuals, flow charts, drawings and listings that are designed to assist or supplement the development, understanding or application of the Relevant IP).

Invention means the invention described in the Application.

IP Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Moral Rights has the same meaning as that term has in Part IX of the Copyright Act.

Relevant IP means, in respect of an Assignor, all IP Rights that the Assignor or any of its officers, employees or consultants makes, develops or conceives (whether alone or in conjunction with someone else, and whether before, on or after the date of this deed) in connection with the invention.

Representatives means, in respect of a person, the employees, officers, consultants, agents and professional advisers of that person.

Works means all programs and programming and literary, dramatic, musical and artistic works within the meaning of the Copyright Act.

1.2 The following rules of interpretation apply in this deed:

- 1.2.1 headings are inserted for convenience only and do not affect the interpretation of this deed;
- 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- 1.2.3 a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it;
- 1.2.4 references to clauses and schedules are to the clauses and schedules of this deed;
- 1.2.5 references to "including" and other similar expressions are not words of limitation;
- 1.2.6 a reference to a "person" includes a body corporate, partnership, unincorporated body, individual or trust; and
- 1.2.7 a reference to a "party" is a reference to a party to this deed, and a reference to a "third party" is to a person that is not a party to this deed.

2 Ownership of Relevant IP

- 2.1 The parties agree that all Relevant IP of each Assignor will be owned by, and vest in, Neoculi.

Assignment

- 2.2 Each Assignor hereby irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation.

Assignment includes rights in relation to past infringement

- 2.3 The assignment pursuant to clause 2.2 includes all rights that each Assignor respectively has or may acquire in relation to any infringement of any Relevant IP on or before the date of this deed.

Assignor's duty to assist Neoculi

- 2.4 Each Assignor must do anything necessary, including executing any documents, for the purpose of effecting, perfecting and protecting Neoculi's title to any Relevant IP, in Australia or in such other countries as Neoculi may require in its discretion.

Permitted use

- 2.5 Each Assignor may not use or reproduce any Relevant IP without Neoculi's prior written approval.

Disclosure of Relevant IP

- 2.6 Each Assignor must immediately disclose in writing to Neoculi any IP Rights that the Assignor has made, developed or conceived that might reasonably be regarded as Relevant IP.

Obligation to procure assignments

- 2.7 AVT must procure that each of its employees, officers and consultants irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation, upon the same terms (*mutatis mutandis*) as those contained in this deed promptly upon request by Neoculi at any time.

3 Moral rights

- 3.1 Each Assignor consents to the doing of any acts or the making of any omissions by Neoculi or its employees, officers, consultants, agents, licensees or assigns that infringes the Assignor's Moral Rights in any Works that constitute Relevant IP, including:

- 3.1.1 not naming the Assignor as the author of a Work; or
- 3.1.2 amending or modifying (whether by changing, adding to or deleting/removing) any part of a Work but only if the Assignor is not named as the author of the amended or modified Work.

whether those acts or omissions occur before, on or after the date of this deed.

- 3.2 Each Assignor acknowledges that its consent pursuant to clause 3.1 is genuinely given without duress of any kind and that it has been given the opportunity to seek legal advice on the effect of giving that consent.

4 Release

- 4.1 Each Assignor releases Neoculi (for itself and as agent and trustee for and on behalf each of its Representatives, assigns and licensees) from all Claims that the Assignor (or any party claiming through the Assignor) may have (whether before, on or after the date of this deed) in respect of, or in relation to, the assignment pursuant to clause 2.2 or any use, production, sale or other exploitation of any Relevant IP or Documentation by Neoculi or its Representatives, assigns or licensees.
- 4.2 Each Assignor acknowledges and agrees that the release provided in clause 4.1 may be pleaded as a bar to any action, suit or proceeding commenced at any time by the Assignor against Neoculi or any of its Representatives, assigns or licensees with respect to, or in relation to, the matters referred to in clause 4.1.

5 Confidentiality

- 5.1 Subject to clauses 5.2 and 5.3, each Assignor must:
- 5.1.1 keep the Confidential Information confidential;
 - 5.1.2 not use or exploit the Confidential Information in any way;
 - 5.1.3 not disclose or make available the Confidential Information in whole or in part to any third party; and
 - 5.1.4 not copy, reduce to writing or otherwise record the Confidential Information without the prior written consent of Neoculi (and any such copies, reductions to writing and records shall be the property of Neoculi),
- and must procure that its Representatives do the same.

Exceptions

- 5.2 Each Assignor may disclose Confidential Information to those of its Representatives who have an actual need to know the Confidential Information for the purpose of the Assignor obtaining professional legal, taxation and/or accounting advice.
- 5.3 Subject to clause 5.4, the obligations in clause 5.1 shall not apply to any Confidential Information which (as shown by appropriate documentation and other evidence in the relevant Assignor's possession):
- 5.3.1 is or becomes generally available to the public (other than as a result of its disclosure by any person in circumstances that constitute a breach of this deed or any other obligation of confidentiality);
 - 5.3.2 is properly obtained by the Assignor from a person that
 - (a) is neither a party nor a Representative of a party; and
 - (b) has no confidentiality obligation to Neoculi and is not otherwise prohibited from disclosing the information to the Assignor;
 - 5.3.3 is required by law or court order to be disclosed, provided that the Assignor must:
 - (a) promptly notify Neoculi in writing in advance of any such disclosure, if reasonably practicable; and
 - (b) reasonably assist Neoculi in obtaining confidential treatment for, or avoiding or minimising such disclosure of, the relevant Confidential Information to the extent reasonably requested by Neoculi;

- 5.3.4 is independently developed by the Assignor without any use of, reference to, or reliance on any Confidential Information; or
- 5.3.5 is authorised for release by the written pre-approval of Neoculi but solely to the extent of the authorised release.
- 5.4 The exceptions in clause 5.2 shall not apply to any specific Confidential Information merely because it is included in more generally non-confidential information, nor to any specific combination of Confidential Information merely because individual elements, but not the combination, are included in non-confidential information.

6 Miscellaneous

Termination

- 6.1 The provisions of this deed will continue in full force and effect unless and until this deed is terminated by mutual agreement in writing between the parties.

Costs

- 6.2 Each party will bear its own costs, including legal costs, in connection with the preparation and execution of this deed

Further assurances

- 6.3 Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that the other party from time to time may reasonably request in order to give effect to, perfect or complete this deed and all transactions incidental to it.

Variation

- 6.4 No variation of this deed will be of any force or effect unless it is in writing and signed by the parties.

No waiver

- 6.5 Failure to enforce any provision of this deed shall not constitute a waiver of any term hereof.

Assignment

- 6.6 Neoculi may assign its rights under this deed without the consent of any other party. An Assignor may not assign or transfer any of its rights or obligations under this deed

Governing law and jurisdiction

- 6.7 This deed is governed by the laws of New South Wales, Australia and the parties:
- 6.7.1 submit to the non-exclusive jurisdiction of the courts in New South Wales, Australia and courts of appeal from them; and
- 6.7.2 will not object to the exercise of jurisdiction by those courts on any basis.

SCHEDULE 1

Patent Family -- PCT/AU2014/000483

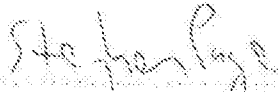
Title: "Compounds and Methods of Treating Infections"

Case Ref.	Application No.	Country	Title
261618	2014262129	Australia	Compounds and Methods of Treating Infections
261619	BR112015027704-7	Brazil	Compounds and Methods of Treating Infections
261620	2,910,766	Canada	Compounds and Methods of Treating Infections
261621	NP entry of PCT/AU2014/000483	China	Compounds and Methods of Treating Infections
261622	14791580.4	Europe	Compounds and Methods of Treating Infections
261623	3871/KOLNP/2015	India	Compounds and Methods of Treating Infections
261624	NP entry of PCT/AU2014/000483	Japan	Compounds and Methods of Treating Infections
211162	713621	New Zealand	Compounds and Methods of Treating Infections
261625	2015150284	Russian Federation	Compounds and Methods of Treating Infections
261626	14/688,306	USA	Compounds and Methods of Treating Infections
252760	PCT/AU2014/000483	PCT	Compounds and Methods of Treating Infections
209618	2013801516	Australia	Compounds and Methods of Treating Infections

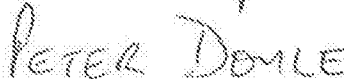
Executed as a deed.

Executed by Neocull Pty Ltd in
accordance with section 127 of the
Corporations Act 2001(Cth):

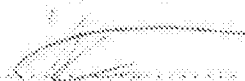

Signature of director


Name of director (print)


Signature of director/company secretary


Name of director/company secretary (print)

Signed, sealed and delivered by Stephen
Walter Page in the presence of:


Signature of witness


Name of witness (print)


Signature of Stephen Walter Page

Signed, sealed and delivered by Sanjay
Garg in the presence of:


Signature of witness


Name of witness (print)


Signature of Sanjay Garg

Signed, sealed and delivered by **Martine Keenan** in the presence of:

Signature of witness

Signature of **Martine Keenan**

Name of witness (print)

Signed, sealed and delivered by **Adam McCluskey** in the presence of:

Signature of witness

Signature of **Adam McCluskey**

Name of witness (print)

Signed, sealed and delivered by **Andrew Stevens** in the presence of:

Signature of witness

Signature of **Andrew Stevens**

Name of witness (print)

Deed of Assignment of Intellectual Property Rights

THIS DEED is dated Feb 16 2016

Parties

- (1) Stephen Walter Page of 55 Campbell Street, Newtown NSW 2042 (*Page*);
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 - (3) Martine Keenan of Suite 5, 3 Brodie-Hall Drive, Technology Park, Bentley WA 6102 (*Keenan*);
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Invention means the invention described in the Application.

IP Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Moral Rights has the same meaning as that term has in Part IX of the Copyright Act.

Relevant IP means, in respect of an Assignor, all IP Rights that the Assignor or any of its officers, employees or consultants makes, develops or conceives (whether alone or in conjunction with someone else, and whether before, on or after the date of this deed) in connection with the Invention.

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- 1.2.4 references to clauses and schedules are to the clauses and schedules of this deed;
- 1.2.5 references to "including" and other similar expressions are not words of limitation;
- 1.2.6 a reference to a "person" includes a body corporate, partnership, unincorporated body, individual or trust; and
- 1.2.7 a reference to a "party" is a reference to a party to this deed, and a reference to a "third party" is to a person that is not a party to this deed.

2 Ownership of Relevant IP

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Assignment includes rights in relation to past infringement

- 2.3 The assignment pursuant to clause 2.2 includes all rights that each Assignor respectively has or may acquire in relation to any infringement of any Relevant IP on or before the date of this deed.

Assignor's duty to assist Neoculi

- 2.4 Each Assignor must do anything necessary, including executing any documents, for the purpose of effecting, perfecting and protecting Neoculi's title to any Relevant IP, in Australia or in such other countries as Neoculi may require in its discretion.

Permitted use

- 2.5 Each Assignor may not use or reproduce any Relevant IP without Neoculi's prior written approval.

Disclosure of Relevant IP

- 2.6 Each Assignor must immediately disclose in writing to Neoculi any IP Rights that the Assignor has made, developed or conceived that might reasonably be regarded as Relevant IP.

Obligation to procure assignments

- 2.7 AVT must procure that each of its employees, officers and consultants irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation, upon the same terms (*mutatis mutandis*) as those contained in this deed promptly upon request by Neoculi at any time.

3 Moral rights

- 3.1 Each Assignor consents to the doing of any acts or the making of any omissions by Neoculi or its employees, officers, consultants, agents, licensees or assigns that infringes the Assignor's Moral Rights in any Works that constitute Relevant IP, including:

- 3.1.1 not naming the Assignor as the author of a Work; or
- 3.1.2 amending or modifying (whether by changing, adding to or deleting/removing) any part of a Work but only if the Assignor is not named as the author of the amended or modified Work,

whether those acts or omissions occur before, on or after the date of this deed.

- 3.2 Each Assignor acknowledges that its consent pursuant to clause 3.1 is genuinely given without duress of any kind and that it has been given the opportunity to seek legal advice on the effect of giving that consent.

4 Release

- 4.1 Each Assignor releases Neoculi (for itself and as agent and trustee for and on behalf each of its Representatives, assigns and licensees) from all Claims that the Assignor (or any party claiming through the Assignor) may have (whether before, on or after the date of this deed) in respect of, or in relation to, the assignment pursuant to clause 2.2 or any use, production, sale or other exploitation of any Relevant IP or Documentation by Neoculi or its Representatives, assigns or licensees.
- 4.2 Each Assignor acknowledges and agrees that the release provided in clause 4.1 may be pleaded as a bar to any action, suit or proceeding commenced at any time by the Assignor against Neoculi or any of its Representatives, assigns or licensees with respect to, or in relation to, the matters referred to in clause 4.1.

5 Confidentiality

- 5.1 Subject to clauses 5.2 and 5.3, each Assignor must:
- 5.1.1 keep the Confidential Information confidential;
 - 5.1.2 not use or exploit the Confidential Information in any way;
 - 5.1.3 not disclose or make available the Confidential Information in whole or in part to any third party; and
 - 5.1.4 not copy, reduce to writing or otherwise record the Confidential Information without the prior written consent of Neoculi (and any such copies, reductions to writing and records shall be the property of Neoculi),
- and must procure that its Representatives do the same.

Exceptions

- 5.2 Each Assignor may disclose Confidential Information to those of its Representatives who have an actual need to know the Confidential Information for the purpose of the Assignor obtaining professional legal, taxation and/or accounting advice.
- 5.3 Subject to clause 5.4, the obligations in clause 5.1 shall not apply to any Confidential Information which (as shown by appropriate documentation and other evidence in the relevant Assignor's possession):
- 5.3.1 is or becomes generally available to the public (other than as a result of its disclosure by any person in circumstances that constitute a breach of this deed or any other obligation of confidentiality);
 - 5.3.2 is properly obtained by the Assignor from a person that:
 - (a) is neither a party nor a Representative of a party; and
 - (b) has no confidentiality obligation to Neoculi and is not otherwise prohibited from disclosing the information to the Assignor;
 - 5.3.3 is required by law or court order to be disclosed, provided that the Assignor must:
 - (a) promptly notify Neoculi in writing in advance of any such disclosure, if reasonably practicable; and
 - (b) reasonably assist Neoculi in obtaining confidential treatment for, or avoiding or minimising such disclosure of, the relevant Confidential Information to the extent reasonably requested by Neoculi;

- 5.3.4 is independently developed by the Assignor without any use of, reference to, or reliance on any Confidential Information; or
- 5.3.5 is authorised for release by the written pre-approval of Neoculi but solely to the extent of the authorised release.
- 5.4 The exceptions in clause 5.3 shall not apply to any specific Confidential Information merely because it is included in more generally non-confidential information, nor to any specific combination of Confidential Information merely because individual elements, but not the combination, are included in non-confidential information.

6 Miscellaneous

Termination

- 6.1 The provisions of this deed will continue in full force and effect unless and until this deed is terminated by mutual agreement in writing between the parties.

Costs

- 6.2 Each party will bear its own costs, including legal costs, in connection with the preparation and execution of this deed

Further assurances

- 6.3 Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that the other party from time to time may reasonably request in order to give effect to, perfect or complete this deed and all transactions incidental to it.

Variation

- 6.4 No variation of this deed will be of any force or effect unless it is in writing and signed by the parties.

No waiver

- 6.5 Failure to enforce any provision of this deed shall not constitute a waiver of any term hereof.

Assignment

- 6.6 Neoculi may assign its rights under this deed without the consent of any other party. An Assignor may not assign or transfer any of its rights or obligations under this deed.

Governing law and jurisdiction

- 6.7 This deed is governed by the laws of New South Wales, Australia and the parties:
 - 6.7.1 submit to the non-exclusive jurisdiction of the courts in New South Wales, Australia and courts of appeal from them; and
 - 6.7.2 will not object to the exercise of jurisdiction by those courts on any basis.

SCHEDULE 1

Patent Family – PCT/AU2014/000483

Title: "Compounds and Methods of Treating Infections"

Case Ref.	Application No.	Country	Title
261618	2014262129	Australia	Compounds and Methods of Treating Infections
261619	BR112015027704-7	Brazil	Compounds and Methods of Treating Infections
261620	2,910,756	Canada	Compounds and Methods of Treating Infections
261621	NP entry of PCT/AU2014/000483	China	Compounds and Methods of Treating Infections
261622	14791590.4	Europe	Compounds and Methods of Treating Infections
261623	3871/KOLNP/2015	India	Compounds and Methods of Treating Infections
261624	NP entry of PCT/AU2014/000483	Japan	Compounds and Methods of Treating Infections
211162	713621	New Zealand	Compounds and Methods of Treating Infections
261625	2015150264	Russian Federation	Compounds and Methods of Treating Infections
261626	14/888,306	USA	Compounds and Methods of Treating Infections
252780	PCT/AU2014/000483	PCT	Compounds and Methods of Treating Infections
209518	2013901516	Australia	Compounds and Methods of Treating Infections

Executed as a deed.

Executed by Neocull Pharma Pty Ltd in
accordance with section 127 of the
Corporations Act 2001(Cth):

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)

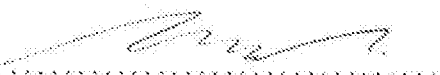
Signed, sealed and delivered by Stephen
Walter Page in the presence of:

.....
Signature of witness

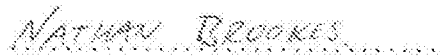
.....
Signature of Stephen Walter Page

.....
Name of witness (print)

Signed, sealed and delivered by Sanjay
Garg in the presence of:


.....
Signature of witness


.....
Signature of Sanjay Garg


.....
Name of witness (print)

Signed, sealed and delivered by **Martine Keenan** in the presence of:

.....
Signature of witness

.....
Signature of Martine Keenan

.....
Name of witness (print)

Signed, sealed and delivered by **Adam McCluskey** in the presence of:

.....
Signature of witness

.....
Signature of Adam McCluskey

.....
Name of witness (print)

Signed, sealed and delivered by **Andrew Stevens** in the presence of:

.....
Signature of witness

.....
Signature of Andrew Stevens

.....
Name of witness (print)

Deed of Assignment of Intellectual Property Rights

THIS DEED is dated 16th February..... 2016

Parties

- (1) Stephen Walter Page of 55 Campbell Street, Newtown NSW 2042 (*Page*);
 - (2) Sanjay Garg of 6 Moorhouse Ave, Myrtle Bank SA 5064 (*Garg*);
 - (3) Martine Keenan of Suite 5, 3 Brodie-Hall Drive, Technology Park, Bentley WA 6102 (*Keenan*);
 - (4) Adam McCluskey of 405 Warners Bay Road, Charlestown NSW 2290 (*McCluskey*);
 - (3) Andrew Stevens of 100 Castleton Crescent, Gowrie ACT 2904 (*Stevens*);
- (each an *Assignor*); and
- (5) Neoculi Pty Ltd (ACN 147 113 228) of Unit 4, 25-37 Huntlingdale Rd, Burwood VIC 3125 (*Neoculi*).

Background

- (A) The Assignors devised and formulated the Invention. The Application has been filed in respect of the Invention.
- (B) The Assignors and Neoculi were involved in the filing of the Application.
- (C) The parties have agreed that any and all IP Rights arising in connection with the Invention will vest in Neoculi in accordance with the provisions of this deed.

Operative provisions

1 Definitions and interpretation

- 1.1 In this deed, the following definitions apply:

Application means each and any of the patent applications made by Neoculi as set out in Schedule 1 which relate to the patent family PCT/AU2014/000483.

Claims means any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments whether at law, in equity or arising under the provisions of any statute.

Confidential Information means, in respect of an Assignor, all confidential information (however recorded or preserved) that was, is or becomes known to, or under the possession or control of, that Assignor (whether before, on or after the date of this deed) in connection with the Invention, including the existence and terms of this deed.

Copyright Act means the Copyright Act 1968 (Cth).

Documentation means all written manuals or information (however recorded or preserved) relating to any Relevant IP (including users' manuals, modification manuals, flow charts, drawings and listings that are designed to assist or supplement the development, understanding or application of the Relevant IP).

Invention means the invention described in the Application.

IP Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Moral Rights has the same meaning as that term has in Part IX of the Copyright Act.

Relevant IP means, in respect of an Assignor, all IP Rights that the Assignor or any of its officers, employees or consultants makes, develops or conceives (whether alone or in conjunction with someone else, and whether before, on or after the date of this deed) in connection with the Invention.

Representatives means, in respect of a person, the employees, officers, consultants, agents and professional advisers of that person.

Works means all programs and programming and literary, dramatic, musical and artistic works within the meaning of the Copyright Act.

1.2 The following rules of interpretation apply in this deed:

- 1.2.1 headings are inserted for convenience only and do not affect the interpretation of this deed;
- 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- 1.2.3 a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it;
- 1.2.4 references to clauses and schedules are to the clauses and schedules of this deed;
- 1.2.5 references to "including" and other similar expressions are not words of limitation;
- 1.2.6 a reference to a "person" includes a body corporate, partnership, unincorporated body, individual or trust; and
- 1.2.7 a reference to a "party" is a reference to a party to this deed, and a reference to a "third party" is to a person that is not a party to this deed.

2 Ownership of Relevant IP

- 2.1 The parties agree that all Relevant IP of each Assignor will be owned by, and vest in, Neoculi.

Assignment

- 2.2 Each Assignor hereby irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation.

Assignment includes rights in relation to past infringement

- 2.3 The assignment pursuant to clause 2.2 includes all rights that each Assignor respectively has or may acquire in relation to any infringement of any Relevant IP on or before the date of this deed.

Assignor's duty to assist Neoculi

- 2.4 Each Assignor must do anything necessary, including executing any documents, for the purpose of effecting, perfecting and protecting Neoculi's title to any Relevant IP, in Australia or in such other countries as Neoculi may require in its discretion.

Permitted use

- 2.5 Each Assignor may not use or reproduce any Relevant IP without Neoculi's prior written approval.

Disclosure of Relevant IP

- 2.6 Each Assignor must immediately disclose in writing to Neoculi any IP Rights that the Assignor has made, developed or conceived that might reasonably be regarded as Relevant IP.

Obligation to procure assignments

- 2.7 AVT must procure that each of its employees, officers and consultants irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation, upon the same terms (*mutatis mutandis*) as those contained in this deed promptly upon request by Neoculi at any time.

3 Moral rights

- 3.1 Each Assignor consents to the doing of any acts or the making of any omissions by Neoculi or its employees, officers, consultants, agents, licensees or assigns that infringes the Assignor's Moral Rights in any Works that constitute Relevant IP, including:
- 3.1.1 not naming the Assignor as the author of a Work; or
 - 3.1.2 amending or modifying (whether by changing, adding to or deleting/removing) any part of a Work but only if the Assignor is not named as the author of the amended or modified Work,
- whether those acts or omissions occur before, on or after the date of this deed.
- 3.2 Each Assignor acknowledges that its consent pursuant to clause 3.1 is genuinely given without duress of any kind and that it has been given the opportunity to seek legal advice on the effect of giving that consent.

4 Release

- 4.1 Each Assignor releases Neoculi (for itself and as agent and trustee for and on behalf each of its Representatives, assigns and licensees) from all Claims that the Assignor (or any party claiming through the Assignor) may have (whether before, on or after the date of this deed) in respect of, or in relation to, the assignment pursuant to clause 2.2 or any use, production, sale or other exploitation of any Relevant IP or Documentation by Neoculi or its Representatives, assigns or licensees.
- 4.2 Each Assignor acknowledges and agrees that the release provided in clause 4.1 may be pleaded as a bar to any action, suit or proceeding commenced at any time by the Assignor against Neoculi or any of its Representatives, assigns or licensees with respect to, or in relation to, the matters referred to in clause 4.1.

5 Confidentiality

- 5.1 Subject to clauses 5.2 and 5.3, each Assignor must:
- 5.1.1 keep the Confidential Information confidential;
 - 5.1.2 not use or exploit the Confidential Information in any way;
 - 5.1.3 not disclose or make available the Confidential Information in whole or in part to any third party; and
 - 5.1.4 not copy, reduce to writing or otherwise record the Confidential Information without the prior written consent of Neoculi (and any such copies, reductions to writing and records shall be the property of Neoculi),
- and must procure that its Representatives do the same.

Exceptions

- 5.2 Each Assignor may disclose Confidential Information to those of its Representatives who have an actual need to know the Confidential Information for the purpose of the Assignor obtaining professional legal, taxation and/or accounting advice.
- 5.3 Subject to clause 5.4, the obligations in clause 5.1 shall not apply to any Confidential Information which (as shown by appropriate documentation and other evidence in the relevant Assignor's possession):
- 5.3.1 is or becomes generally available to the public (other than as a result of its disclosure by any person in circumstances that constitute a breach of this deed or any other obligation of confidentiality);
 - 5.3.2 is properly obtained by the Assignor from a person that:
 - (a) is neither a party nor a Representative of a party; and
 - (b) has no confidentiality obligation to Neoculi and is not otherwise prohibited from disclosing the information to the Assignor;
 - 5.3.3 is required by law or court order to be disclosed, provided that the Assignor must:
 - (a) promptly notify Neoculi in writing in advance of any such disclosure, if reasonably practicable; and
 - (b) reasonably assist Neoculi in obtaining confidential treatment for, or avoiding or minimising such disclosure of, the relevant Confidential Information to the extent reasonably requested by Neoculi;

- 5.3.4 is independently developed by the Assignor without any use of, reference to, or reliance on any Confidential Information; or
 - 5.3.5 is authorised for release by the written pre-approval of Neoculi but solely to the extent of the authorised release.
- 5.4 The exceptions in clause 5.3 shall not apply to any specific Confidential Information merely because it is included in more generally non-confidential information, nor to any specific combination of Confidential Information merely because individual elements, but not the combination, are included in non-confidential information.

6 Miscellaneous

Termination

- 6.1 The provisions of this deed will continue in full force and effect unless and until this deed is terminated by mutual agreement in writing between the parties.

Costs

- 6.2 Each party will bear its own costs, including legal costs, in connection with the preparation and execution of this deed

Further assurances

- 6.3 Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that the other party from time to time may reasonably request in order to give effect to, perfect or complete this deed and all transactions incidental to it.

Variation

- 6.4 No variation of this deed will be of any force or effect unless it is in writing and signed by the parties.

No waiver

- 6.5 Failure to enforce any provision of this deed shall not constitute a waiver of any term hereof.

Assignment

- 6.6 Neoculi may assign its rights under this deed without the consent of any other party. An Assignor may not assign or transfer any of its rights or obligations under this deed.

Governing law and jurisdiction

- 6.7 This deed is governed by the laws of New South Wales, Australia and the parties:
- 6.7.1 submit to the non-exclusive jurisdiction of the courts in New South Wales, Australia and courts of appeal from them; and
 - 6.7.2 will not object to the exercise of jurisdiction by those courts on any basis.

SCHEDULE 1

Patent Family – PCT/AU2014/000483

Title: "Compounds and Methods of Treating Infections"

Case Ref.	Application No.	Country	Title
261618	2014262129	Australia	Compounds and Methods of Treating Infections
261619	BR112015027704-7	Brazil	Compounds and Methods of Treating Infections
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211162	713821	New Zealand	Compounds and Methods of Treating Infections
261625	2015150264	Russian Federation	Compounds and Methods of Treating Infections
261626	14/888,306	USA	Compounds and Methods of Treating Infections
252760	PCT/AU2014/000483	PCT	Compounds and Methods of Treating Infections
209518	2013901516	Australia	Compounds and Methods of Treating Infections

Executed as a deed.

Executed by **Neoculi Pharma Pty Ltd** in
accordance with section 127 of the
Corporations Act 2001(Cth):

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)

Signed, sealed and delivered by **Stephen
Walter Page** in the presence of:

.....
Signature of witness

.....
Signature of **Stephen Walter Page**

.....
Name of witness (print)

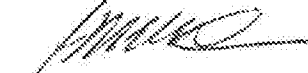
Signed, sealed and delivered by **Sanjay
Garg** in the presence of:

.....
Signature of witness

.....
Signature of **Sanjay Garg**

.....
Name of witness (print)

Signed, sealed and delivered by **Martine Keenan** in the presence of:


.....
Signature of witness

JOHN MOURSOVNIDIS
.....
Name of witness (print)


.....
Signature of Martine Keenan

Signed, sealed and delivered by **Adam McCluskey** in the presence of:

.....
Signature of witness

.....
Name of witness (print)

.....
Signature of Adam McCluskey

Signed, sealed and delivered by **Andrew Stevens** in the presence of:

.....
Signature of witness

.....
Name of witness (print)

.....
Signature of Andrew Stevens

Deed of Assignment of Intellectual Property Rights

THIS DEED is dated22 March..... 2016

Parties

- (1) Stephen Walter Page of 55 Campbell Street, Newtown NSW 2042 (*Page*);
 - (2) Sanjay Garg of 6 Moorhouse Ave, Myrtle Bank SA 5064 (*Garg*);
 - (3) Martine Keenan of Suite 5, 3 Brodie-Hall Drive, Technology Park, Bentley WA 6102 (*Keenan*);
 - (4) Adam McCluskey of 405 Warners Bay Road, Charlestown NSW 2290 (*McCluskey*);
 - (3) Andrew Stevens of 100 Castleton Crescent, Gowrie ACT 2904 (*Stevens*);
- (each an *Assignor*); and
- (5) Neoculi Pty Ltd (ACN 147 113 228) of Unit 4, 25-37 Huntingdale Rd, Burwood VIC 3125 (*Neoculi*).

Background

- (A) The Assignors devised and formulated the Invention. The Application has been filed in respect of the Invention.
- (B) The Assignors and Neoculi were involved in the filing of the Application.
- (C) The parties have agreed that any and all IP Rights arising in connection with the Invention will vest in Neoculi in accordance with the provisions of this deed.

Operative provisions

1 Definitions and interpretation

- 1.1 In this deed, the following definitions apply:

Application means each and any of the patent applications made by Neoculi as set out in Schedule 1 which relate to the patent family PCT/AU2014/000483.

Claims means any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments whether at law, in equity or arising under the provisions of any statute.

Confidential Information means, in respect of an Assignor, all confidential information (however recorded or preserved) that was, is or becomes known to, or under the possession or control of, that Assignor (whether before, on or after the date of this deed) in connection with the invention, including the existence and terms of this deed.

Copyright Act means the Copyright Act 1968 (Cth).

Documentation means all written manuals or information (however recorded or preserved) relating to any Relevant IP (including users' manuals, modification manuals, flow charts, drawings and listings that are designed to assist or supplement the development, understanding or application of the Relevant IP).

Invention means the invention described in the Application.

IP Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Moral Rights has the same meaning as that term has in Part IX of the Copyright Act.

Relevant IP means, in respect of an Assignor, all IP Rights that the Assignor or any of its officers, employees or consultants makes, develops or conceives (whether alone or in conjunction with someone else, and whether before, on or after the date of this deed) in connection with the invention.

Representatives means, in respect of a person, the employees, officers, consultants, agents and professional advisers of that person.

Works means all programs and programming and literary, dramatic, musical and artistic works within the meaning of the Copyright Act.

1.2 The following rules of interpretation apply in this deed:

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- 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- 1.2.3 a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it;
- 1.2.4 references to clauses and schedules are to the clauses and schedules of this deed;
- 1.2.5 references to "including" and other similar expressions are not words of limitation;
- 1.2.6 a reference to a "person" includes a body corporate, partnership, unincorporated body, individual or trust; and
- 1.2.7 a reference to a "party" is a reference to a party to this deed, and a reference to a "third party" is to a person that is not a party to this deed.

2 Ownership of Relevant IP

- 2.1 The parties agree that all Relevant IP of each Assignor will be owned by, and vest in, Neoculi.

Assignment

- 2.2 Each Assignor hereby irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation.

Assignment includes rights in relation to past infringement

- 2.3 The assignment pursuant to clause 2.2 includes all rights that each Assignor respectively has or may acquire in relation to any infringement of any Relevant IP on or before the date of this deed.

Assignor's duty to assist Neoculi

- 2.4 Each Assignor must do anything necessary, including executing any documents, for the purpose of effecting, perfecting and protecting Neoculi's title to any Relevant IP, in Australia or in such other countries as Neoculi may require in its discretion.

Permitted use

- 2.5 Each Assignor may not use or reproduce any Relevant IP without Neoculi's prior written approval.

Disclosure of Relevant IP

- 2.6 Each Assignor must immediately disclose in writing to Neoculi any IP Rights that the Assignor has made, developed or conceived that might reasonably be regarded as Relevant IP.

Obligation to procure assignments

- 2.7 AVT must procure that each of its employees, officers and consultants irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation, upon the same terms (mutatis mutandis) as those contained in this deed promptly upon request by Neoculi at any time.

3 Moral rights

- 3.1 Each Assignor consents to the doing of any acts or the making of any omissions by Neoculi or its employees, officers, consultants, agents, licensees or assigns that infringes the Assignor's Moral Rights in any Works that constitute Relevant IP, including:
- 3.1.1 not naming the Assignor as the author of a Work; or
 - 3.1.2 amending or modifying (whether by changing, adding to or deleting/removing) any part of a Work but only if the Assignor is not named as the author of the amended or modified Work.
- whether those acts or omissions occur before, on or after the date of this deed.
- 3.2 Each Assignor acknowledges that its consent pursuant to clause 3.1 is genuinely given without duress of any kind and that it has been given the opportunity to seek legal advice on the effect of giving that consent.

4 Release

- 4.1 Each Assignor releases Neoculi (for itself and as agent and trustee for and on behalf each of its Representatives, assigns and licensees) from all Claims that the Assignor (or any party claiming through the Assignor) may have (whether before, on or after the date of this deed) in respect of, or in relation to, the assignment pursuant to clause 2.2 or any use, production, sale or other exploitation of any Relevant IP or Documentation by Neoculi or its Representatives, assigns or licensees.
- 4.2 Each Assignor acknowledges and agrees that the release provided in clause 4.1 may be pleaded as a bar to any action, suit or proceeding commenced at any time by the Assignor against Neoculi or any of its Representatives, assigns or licensees with respect to, or in relation to, the matters referred to in clause 4.1.

5 Confidentiality

- 5.1 Subject to clauses 5.2 and 5.3, each Assignor must:
- 5.1.1 keep the Confidential Information confidential;
 - 5.1.2 not use or exploit the Confidential Information in any way;
 - 5.1.3 not disclose or make available the Confidential Information in whole or in part to any third party; and
 - 5.1.4 not copy, reduce to writing or otherwise record the Confidential Information without the prior written consent of Neoculi (and any such copies, reductions to writing and records shall be the property of Neoculi),
- and must procure that its Representatives do the same.

Exceptions

- 5.2 Each Assignor may disclose Confidential Information to those of its Representatives who have an actual need to know the Confidential Information for the purpose of the Assignor obtaining professional legal, taxation and/or accounting advice.
- 5.3 Subject to clause 5.4, the obligations in clause 5.1 shall not apply to any Confidential Information which (as shown by appropriate documentation and other evidence in the relevant Assignor's possession):
- 5.3.1 is or becomes generally available to the public (other than as a result of its disclosure by any person in circumstances that constitute a breach of this deed or any other obligation of confidentiality);
 - 5.3.2 is properly obtained by the Assignor from a person that:
 - (a) is neither a party nor a Representative of a party; and
 - (b) has no confidentiality obligation to Neoculi and is not otherwise prohibited from disclosing the information to the Assignor;
 - 5.3.3 is required by law or court order to be disclosed, provided that the Assignor must:
 - (a) promptly notify Neoculi in writing in advance of any such disclosure, if reasonably practicable; and
 - (b) reasonably assist Neoculi in obtaining confidential treatment for, or avoiding or minimising such disclosure of, the relevant Confidential Information to the extent reasonably requested by Neoculi;

- 5.3.4 is independently developed by the Assignor without any use of, reference to, or reliance on any Confidential Information; or
- 5.3.5 is authorised for release by the written pre-approval of Neoculi but solely to the extent of the authorised release.
- 5.4 The exceptions in clause 5.3 shall not apply to any specific Confidential Information merely because it is included in more generally non-confidential information, nor to any specific combination of Confidential Information merely because individual elements, but not the combination, are included in non-confidential information.

6 Miscellaneous

Termination

- 6.1 The provisions of this deed will continue in full force and effect unless and until this deed is terminated by mutual agreement in writing between the parties.

Costs

- 6.2 Each party will bear its own costs, including legal costs, in connection with the preparation and execution of this deed

Further assurances

- 6.3 Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that the other party from time to time may reasonably request in order to give effect to, perfect or complete this deed and all transactions incidental to it.

Variation

- 6.4 No variation of this deed will be of any force or effect unless it is in writing and signed by the parties.

No waiver

- 6.5 Failure to enforce any provision of this deed shall not constitute a waiver of any term hereof.

Assignment

- 6.6 Neoculi may assign its rights under this deed without the consent of any other party. An Assignor may not assign or transfer any of its rights or obligations under this deed.

Governing law and jurisdiction

- 6.7 This deed is governed by the laws of New South Wales, Australia and the parties:
- 6.7.1 submit to the non-exclusive jurisdiction of the courts in New South Wales, Australia and courts of appeal from them; and
- 6.7.2 will not object to the exercise of jurisdiction by those courts on any basis.

SCHEDULE 1

Patent Family – PCT/AU2014/000483

Title: "Compounds and Methods of Treating Infections"

Case Ref.	Application No.	Country	Title
261618	2014262129	Australia	Compounds and Methods of Treating Infections
261619	BR112015027704-7	Brazil	Compounds and Methods of Treating Infections
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261625	2015150264	Russian Federation	Compounds and Methods of Treating Infections
261626	14/888,306	USA	Compounds and Methods of Treating Infections
252780	PCT/AU2014/000483	PCT	Compounds and Methods of Treating Infections
209518	2013901516	Australia	Compounds and Methods of Treating Infections

Executed as a deed.

Executed by **Neoculi Pharma Pty Ltd** in
accordance with section 127 of the
Corporations Act 2001 (Cth):

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)

Signed, sealed and delivered by **Stephen
Walter Page** in the presence of:

.....
Signature of witness

.....
Signature of Stephen Walter Page

.....
Name of witness (print)

Signed, sealed and delivered by **Sanjay
Garg** in the presence of:

.....
Signature of witness

.....
Signature of Sanjay Garg

.....
Name of witness (print)

Signed, sealed and delivered by **Martine Keenan** in the presence of:

Signature of witness

Signature of Martine Keenan

Name of witness (print)

Signed, sealed and delivered by **Adam McCluskey** in the presence of:

Signature of witness

Signature of Adam McCluskey

AMY GUMBLETON
Name of witness (print)

Signed, sealed and delivered by **Andrew Stevens** in the presence of:

Signature of witness

Signature of Andrew Stevens

Name of witness (print)

Deed of Assignment of Intellectual Property Rights

THIS DEED is dated 29th March 2016

Parties

- (1) Stephen Walter Page of 55 Campbell Street, Newtown NSW 2042 (*Page*);
 - (2) Sanjay Garg of 6 Moorhouse Ave, Myrtle Bank SA 5064 (*Garg*);
 - (3) Martine Keenan of Suite 5, 3 Brodie-Hall Drive, Technology Park, Bentley WA 6102 (*Keenan*);
 - (4) Adam McCluskey of 405 Warners Bay Road, Charlestown NSW 2290 (*McCluskey*);
 - (3) Andrew Stevens of 100 Castleton Crescent, Gowrie ACT 2904 (*Stevens*);
- (each an *Assignor*); and
- (5) Neoculi Pty Ltd (ACN 147 113 228) of Unit 4, 25-37 Huntingdale Rd, Burwood VIC 3125 (*Neoculi*).

Background

- (A) The Assignors devised and formulated the invention. The Application has been filed in respect of the invention.
- (B) The Assignors and Neoculi were involved in the filing of the Application.
- (C) The parties have agreed that any and all IP Rights arising in connection with the invention will vest in Neoculi in accordance with the provisions of this deed.

Operative provisions

1 Definitions and interpretation

- 1.1 In this deed, the following definitions apply:

Application means each and any of the patent applications made by Neoculi as set out in Schedule 1 which relate to the patent family PCT/AU2014/000483.

Claims means any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments whether at law, in equity or arising under the provisions of any statute.

Confidential Information means, in respect of an Assignor, all confidential information (however recorded or preserved) that was, is or becomes known to, or under the possession or control of, that Assignor (whether before, on or after the date of this deed) in connection with the Invention, including the existence and terms of this deed.

Copyright Act means the *Copyright Act 1968* (Cth).

Documentation means all written manuals or information (however recorded or preserved) relating to any Relevant IP (including users' manuals, modification manuals, flow charts, drawings and listings that are designed to assist or supplement the development, understanding or application of the Relevant IP).

Invention means the invention described in the Application.

IP Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Moral Rights has the same meaning as that term has in Part IX of the Copyright Act.

Relevant IP means, in respect of an Assignor, all IP Rights that the Assignor or any of its officers, employees or consultants makes, develops or conceives (whether alone or in conjunction with someone else, and whether before, on or after the date of this deed) in connection with the Invention.

Representatives means, in respect of a person, the employees, officers, consultants, agents and professional advisers of that person.

Works means all programs and programming and literary, dramatic, musical and artistic works within the meaning of the Copyright Act.

1.2 The following rules of interpretation apply in this deed:

- 1.2.1 headings are inserted for convenience only and do not affect the interpretation of this deed;
- 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- 1.2.3 a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it;
- 1.2.4 references to clauses and schedules are to the clauses and schedules of this deed;
- 1.2.5 references to "including" and other similar expressions are not words of limitation;
- 1.2.6 a reference to a "person" includes a body corporate, partnership, unincorporated body, individual or trust; and
- 1.2.7 a reference to a "party" is a reference to a party to this deed, and a reference to a "third party" is to a person that is not a party to this deed.

2 Ownership of Relevant IP

- 2.1 The parties agree that all Relevant IP of each Assignor will be owned by, and vest in, Neoculi.

Assignment

- 2.2 Each Assignor hereby irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation.

Assignment includes rights in relation to past infringement

- 2.3 The assignment pursuant to clause 2.2 includes all rights that each Assignor respectively has or may acquire in relation to any infringement of any Relevant IP on or before the date of this deed.

Assignor's duty to assist Neoculi

- 2.4 Each Assignor must do anything necessary, including executing any documents, for the purpose of effecting, perfecting and protecting Neoculi's title to any Relevant IP, in Australia or in such other countries as Neoculi may require in its discretion.

Permitted use

- 2.5 Each Assignor may not use or reproduce any Relevant IP without Neoculi's prior written approval.

Disclosure of Relevant IP

- 2.6 Each Assignor must immediately disclose in writing to Neoculi any IP Rights that the Assignor has made, developed or conceived that might reasonably be regarded as Relevant IP.

Obligation to procure assignments

- 2.7 AVT must procure that each of its employees, officers and consultants irrevocably assigns, transfers and conveys to Neoculi all current and future right, title and interest in all Relevant IP, including all Documentation, and acknowledges that all future Relevant IP and Documentation will vest in Neoculi on and from creation, upon the same terms (*mutatis mutandis*) as those contained in this deed promptly upon request by Neoculi at any time.

3 Moral rights

- 3.1 Each Assignor consents to the doing of any acts or the making of any omissions by Neoculi or its employees, officers, consultants, agents, licensees or assigns that infringes the Assignor's Moral Rights in any Works that constitute Relevant IP, including:
- 3.1.1 not naming the Assignor as the author of a Work; or
 - 3.1.2 amending or modifying (whether by changing, adding to or deleting/removing) any part of a Work but only if the Assignor is not named as the author of the amended or modified Work,
- whether those acts or omissions occur before, on or after the date of this deed.
- 3.2 Each Assignor acknowledges that its consent pursuant to clause 3.1 is genuinely given without duress of any kind and that it has been given the opportunity to seek legal advice on the effect of giving that consent.

4 Release

- 4.1 Each Assignor releases Neoculi (for itself and as agent and trustee for and on behalf each of its Representatives, assigns and licensees) from all Claims that the Assignor (or any party claiming through the Assignor) may have (whether before, on or after the date of this deed) in respect of, or in relation to, the assignment pursuant to clause 2.2 or any use, production, sale or other exploitation of any Relevant IP or Documentation by Neoculi or its Representatives, assigns or licensees.
- 4.2 Each Assignor acknowledges and agrees that the release provided in clause 4.1 may be pleaded as a bar to any action, suit or proceeding commenced at any time by the Assignor against Neoculi or any of its Representatives, assigns or licensees with respect to, or in relation to, the matters referred to in clause 4.1.

5 Confidentiality

- 5.1 Subject to clauses 5.2 and 5.3, each Assignor must:
- 5.1.1 keep the Confidential Information confidential;
 - 5.1.2 not use or exploit the Confidential Information in any way;
 - 5.1.3 not disclose or make available the Confidential Information in whole or in part to any third party; and
 - 5.1.4 not copy, reduce to writing or otherwise record the Confidential Information without the prior written consent of Neoculi (and any such copies, reductions to writing and records shall be the property of Neoculi),
- and must procure that its Representatives do the same.

Exceptions

- 5.2 Each Assignor may disclose Confidential Information to those of its Representatives who have an actual need to know the Confidential Information for the purpose of the Assignor obtaining professional legal, taxation and/or accounting advice.
- 5.3 Subject to clause 5.4, the obligations in clause 5.1 shall not apply to any Confidential Information which (as shown by appropriate documentation and other evidence in the relevant Assignor's possession):
- 5.3.1 is or becomes generally available to the public (other than as a result of its disclosure by any person in circumstances that constitute a breach of this deed or any other obligation of confidentiality);
 - 5.3.2 is properly obtained by the Assignor from a person that:
 - (a) is neither a party nor a Representative of a party; and
 - (b) has no confidentiality obligation to Neoculi and is not otherwise prohibited from disclosing the information to the Assignor;
 - 5.3.3 is required by law or court order to be disclosed, provided that the Assignor must:
 - (a) promptly notify Neoculi in writing in advance of any such disclosure, if reasonably practicable; and
 - (b) reasonably assist Neoculi in obtaining confidential treatment for, or avoiding or minimising such disclosure of, the relevant Confidential Information to the extent reasonably requested by Neoculi;

- 5.3.4 is independently developed by the Assignor without any use of, reference to, or reliance on any Confidential Information; or
- 5.3.5 is authorised for release by the written pre-approval of Neoculi but solely to the extent of the authorised release.
- 5.4 The exceptions in clause 5.3 shall not apply to any specific Confidential Information merely because it is included in more generally non-confidential information, nor to any specific combination of Confidential Information merely because individual elements, but not the combination, are included in non-confidential information.

6 Miscellaneous

Termination

- 6.1 The provisions of this deed will continue in full force and effect unless and until this deed is terminated by mutual agreement in writing between the parties.

Costs

- 6.2 Each party will bear its own costs, including legal costs, in connection with the preparation and execution of this deed

Further assurances

- 6.3 Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that the other party from time to time may reasonably request in order to give effect to, perfect or complete this deed and all transactions incidental to it.

Variation

- 6.4 No variation of this deed will be of any force or effect unless it is in writing and signed by the parties.

No waiver

- 6.5 Failure to enforce any provision of this deed shall not constitute a waiver of any term hereof.

Assignment

- 6.6 Neoculi may assign its rights under this deed without the consent of any other party. An Assignor may not assign or transfer any of its rights or obligations under this deed.

Governing law and jurisdiction

- 6.7 This deed is governed by the laws of New South Wales, Australia and the parties:
- 6.7.1 submit to the non-exclusive jurisdiction of the courts in New South Wales, Australia and courts of appeal from them; and
- 6.7.2 will not object to the exercise of jurisdiction by those courts on any basis.

SCHEDULE 1

Patent Family – PCT/AU2014/000483

Title: "Compounds and Methods of Treating Infections"

Case Ref.	Application No.	Country	Title
261618	2014262129	Australia	Compounds and Methods of Treating Infections
261619	BR112015027704-7	Brazil	Compounds and Methods of Treating Infections
261620	2,910,756	Canada	Compounds and Methods of Treating Infections
261621	NP entry of PCT/AU2014/000483	China	Compounds and Methods of Treating Infections
261622	14791590.4	Europe	Compounds and Methods of Treating Infections
261623	3871/KOLNP/2015	India	Compounds and Methods of Treating Infections
261624	NP entry of PCT/AU2014/000483	Japan	Compounds and Methods of Treating Infections
211162	713621	New Zealand	Compounds and Methods of Treating Infections
261626	2015150264	Russian Federation	Compounds and Methods of Treating Infections
261628	14/888,306	USA	Compounds and Methods of Treating Infections
252780	PCT/AU2014/000483	PCT	Compounds and Methods of Treating Infections
209518	2013901516	Australia	Compounds and Methods of Treating Infections

Executed as a deed.

Executed by Neoculi Pharma Pty Ltd in
accordance with section 127 of the
Corporations Act 2001 (Cth):

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)

Signed, sealed and delivered by **Stephen
Walter Page** in the presence of:

.....
Signature of witness

.....
Signature of Stephen Walter Page

.....
Name of witness (print)

Signed, sealed and delivered by **Sanjay
Garg** in the presence of:

.....
Signature of witness

.....
Signature of Sanjay Garg

.....
Name of witness (print)

Signed, sealed and delivered by **Martine Keenan** in the presence of:

.....
Signature of witness

.....
Signature of Martine Keenan

.....
Name of witness (print)

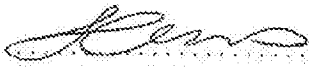
Signed, sealed and delivered by **Adam McCluskey** in the presence of:

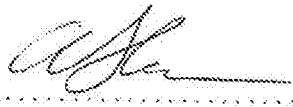
.....
Signature of witness

.....
Signature of Adam McCluskey

.....
Name of witness (print)

Signed, sealed and delivered by **Andrew Stevens** in the presence of:


.....
Signature of witness


.....
Signature of Andrew Stevens

Joseph Ambrus
.....
Name of witness (print)