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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5195062

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| WOMEN'S AND CHILDREN'S HEALTH RESEARCH INSTITUTE INCORPORATED | 03/23/2018 |
| RECEIVING PARTY DATA | |
| Name: | SOUTH AUSTRALIAN HEALTH AND MEDICAL RESEARCH INSTITUTE LIMITED |
| Street Address: | ABN 54 141 228 346 OF NORTH TERRACE |
| City: | ADELAIDE |
| State/Country: | AUSTRALIA |
| Postal Code: | 5000 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12761730 |
| CORRESPONDENCE DATA | |
| Fax Number: | (703)991-7071 |
| <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: | 7037408322 |
| Email: | PATENT@MAIERANDMAIER.COM |
| Correspondent Name: | MAIER & MAIER, PLLC |
| Address Line 1: | 345 S. PATRICK ST |
| Address Line 4: | ALEXANDRIA, VIRGINIA 22314 |
| ATTORNEY DOCKET NUMBER: | DCC-002-US |
| NAME OF SUBMITTER: | TIMOTHY J. MAIER |
| SIGNATURE: | /Timothy J. Maier/ |
| DATE SIGNED: | 10/18/2018 |
| Total Attachments: 6 | |
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WOMEN'S AND CHILDREN'S HEALTH RESEARCH INSTITUTE INCORPORATED ABN 49 616
827 762

("WCHR")

and

SOUTH AUSTRALIAN HEALTH AND MEDICAL RESEARCH INSTITUTE LIMITED ABN 54 141
228 346

("SAHMRI")

DEED OF ASSIGNMENT OF PATENTS

THIS DEED is made

23 March

2018

BETWEEN WOMEN'S AND CHILDREN'S HEALTH RESEARCH INSTITUTE
INCORPORATED ABN 49 616 827 762 of 72 King William Street, North
Adelaide, South Australia 5008 ("WCHRI")

AND SOUTH AUSTRALIAN HEALTH AND MEDICAL RESEARCH INSTITUTE
LIMITED ABN 54 141 228 346 of North Terrace, Adelaide, South Australia
5000 ("SAHMRI")

RECITALS

- A. WCHRI and SAHMRI are parties (amongst others) to a Transfer Deed and Deed of Release – WCHRI dated 6 December 2017 ("Transfer Deed").
- B. WCHRI is the owner of the patents as set out in Schedule 1 ("Patents").
- C. Pursuant to clause 4.1 of the Transfer Deed, the WCHRI agreed to assign beneficial ownership of the SAHMRI WCHRI IP including the Patents, ("IP") to SAHMRI on the Effective Date as that term is defined in the Transfer Deed.
- D. By this Deed, the parties wish to further record the terms of the assignment of the IP.

THIS DEED WITNESSES AS FOLLOWS:

1. Recitals

The parties acknowledge and agree that the recitals are true and correct in every material particular and form part of this Deed.

2. Definitions and Interpretation

Unless otherwise defined, capitalised terms in this Deed have the same meaning as in the Transfer Deed.

Patents means the Patents specified in Schedule 1.

3. Assignment

3.1 WCHRI absolutely and unconditionally assigns the WCHRI's right, title and interest in the IP to SAHMRI free from all Encumbrances and SAHMRI accepts an assignment of the WCHRI's right, title and interest in the IP from WCHRI with effect from the Effective Date ("**Assignment**").

3.2 The parties confirm that upon the Assignment being effected:

3.2.1 the owner of the IP will be SAHMRI; and

3.2.2 all right, title and interest of WCHRI in the IP vests in SAHMRI.

3.3 WCHRI will promptly upon request by SAHMRI execute any further documents, or procure the execution of any further documents by the inventors of the Patents, as required to perfect the assignment to SAHMRI of the IP pursuant to this Deed.

3.4 For the purpose of clause 3.3, WCHRI appoints SAHMRI as its agent and attorney with power to do all things necessary to perfect the Assignment, including the power to execute all necessary documents to complete the Assignment on behalf of WCHRI.

4. Warranties

4.1 WCHRI represents and warrants that:

4.1.1 WCHRI is the sole legal and beneficial owner of the IP;

4.1.2 it has the legal right and full power and authority to enter into and perform this Deed and any other documents to be executed by it pursuant to or in connection with this Deed; and

4.1.3 it has taken any and all action required to authorise it to enter into and to perform this Deed, and any other documents to be executed by it pursuant to or in connection with this Deed.

4.2 WCHRI indemnifies SAHMRI against any demand, cost, damage, loss and expense suffered or incurred by SAHMRI arising from or in connection with any inaccuracy in, or any breach of, any warranty set out in clause 4.1 of this Deed.

5. Patent licences

5.1 WCHRI will, upon request by SAHMRI, provide:

5.1.1 SAHMRI with all relevant documents and information relating to any licence agreements in respect of the Patents ("Licences"); and

5.1.2 reasonable assistance to procure the novation of the Licences to the SAHMRI.

5.2 For the purpose of clause 5.1.2, the WCHRI appoints SAHMRI as its agent and attorney with power to do all things necessary to perfect the novation of any Licences to SAHMRI (if required), including the power to execute all necessary documents to complete such novation on behalf of WCHRI (if required).

6. Miscellaneous

6.1 Severability

Where possible, each provision of the Deed will be interpreted in a manner so as to be effective and valid. If there is any provision of this Deed or the application of any provision to any person or circumstance which would be prohibited by or be invalid under the law applicable in the State of South Australia, then that provision will be ineffective to the extent of the prohibition without invalidating the remainder of the provision or the remaining provisions of this Deed or the application of those provisions to other parties or circumstances.

6.2 Amendment

This Deed can be amended by written agreement between the parties.

6.3 Taxes

The parties acknowledge and agree that SAHMRI will be solely liable for and responsible to pay all stamp duty payable in respect of this Deed and any documents which are contemplated to be executed by or pursuant to this Deed.

6.4 Notices

Any notice to be given by one party to any other must be signed by the party giving the notice or by one of its officers or its duly authorised lawyer or agent and must be hand delivered or sent by prepaid post or sent by facsimile or electronic mail to the address, facsimile number or electronic mail address (as the case may be) shown at the commencement of this Deed (or any other address, facsimile number or electronic mail address that a party may notify to the others) and will be deemed sufficiently given:

- 6.4.1 in the case of hand delivery, on the date of delivery;
- 6.4.2 in the case of prepaid post, four Business Days after being sent by prepaid post;
- 6.4.3 in the case of facsimile, on receipt by the sender of a successful transmission answerback; or
- 6.4.4 in the case of electronic mail, on the day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.

6.5 Entire agreement

This Deed and the Transfer Deed contain the entire agreement between the parties in respect of the subject matter of this Deed. This Deed and the Transfer Deed supersede any prior agreement or understanding (if any) between the parties and there is no collateral or other form of agreement between the parties in relation to the subject matter of this Deed.

6.6 Counterparts and effectiveness

- 6.6.1 This Deed may be executed in any number of counterparts and all counterparts taken together will constitute one and the same instrument. Satisfactory evidence of execution of this Deed will include evidence of execution sent by facsimile or electronic transmission by the relevant party and in such case, the executing party undertakes to produce the original as soon as reasonably practicable thereafter.
- 6.6.2 This Deed will only come into effect and be binding on the parties when it is duly executed by both parties

6.7 No Waiver

No failure, delay, relaxation or indulgence on the part of any party in exercising any power or right arising out of or in connection with this Deed or otherwise will operate as a waiver of such power or right, nor will any single or partial exercise of such power or right preclude any future exercise thereof.

6.8 Governing Law


This Deed will be interpreted in accordance with the laws in force in the State of South Australia and the parties agree to submit to the exclusive jurisdiction of the Courts of South Australia.

EXECUTED by the parties as a Deed.

EXECUTED by SOUTH AUSTRALIAN)
HEALTH AND MEDICAL RESEARCH)
INSTITUTE LTD in accordance with section)
127(1) of the Corporations Act 2001:


.....
*Director, Sole Director and Sole Secretary

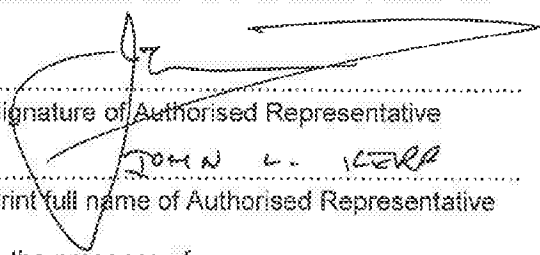
Steve Wesselingsh
.....
Print Full Name


.....
*Director Secretary

Barry Parker
.....
Print Full Name

(*please delete the inapplicable title)
(Note: please affix common seal if required by the Company's Constitution)

SIGNED by a duly authorised representative for
WOMEN'S AND CHILDREN'S HEALTH
RESEARCH INSTITUTE INCORPORATED


.....
Signature of Authorised Representative

John L. Kemp
.....
Print full name of Authorised Representative

in the presence of:


.....
Signature of Witness

Angela Louise Keegan
.....
Print full name of Witness

SCHEDULE 1

Patents

| Patent No. | Country | Inventors | Applicant |
|------------|--------------------------|---------------------------------|-----------|
| 2009201540 | Australia | Gibson, Robert; Makrides, Maria | WCHRI |
| 2,663,327 | Canada | Gibson, Robert; Makrides, Maria | WCHRI |
| PI20091601 | Malaysia | Gibson, Robert; Makrides, Maria | WCHRI |
| 12/761,730 | United States of America | Gibson, Robert; Makrides, Maria | WCHRI |