

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5197275

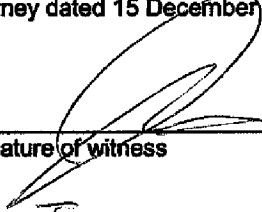
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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BRETT ANTHONY NEILAN | 10/20/2016 |
| RECEIVING PARTY DATA | |
| Name: | NEWSOUTH INNOVATIONS PTY LIMITED |
| Street Address: | LEVEL 2, RUPERT MYERS BUILDING, GATE 14 |
| Internal Address: | BARKER STREET, UNSW |
| City: | SYDNEY |
| State/Country: | AUSTRALIA |
| Postal Code: | NSW 2052 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16077281 |
| CORRESPONDENCE DATA | |
| Fax Number: | (617)542-2241 |
| <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: | 617-542-6000 |
| Email: | serusse@mintz.com |
| Correspondent Name: | PETER CORELESS |
| Address Line 1: | ONE FINANCIAL CENTER |
| Address Line 2: | MINTZ LEVIN |
| Address Line 4: | BOSTON, MASSACHUSETTS 02111 |
| ATTORNEY DOCKET NUMBER: | 048315-523N01US |
| NAME OF SUBMITTER: | SARAH E. RUSSE |
| SIGNATURE: | /Sarah E. Russe/ |
| DATE SIGNED: | 10/19/2018 |
| Total Attachments: 3 | |
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**Inventor Assignment [2016-066; 2016-0291]**

| DETAILS | | | | | |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------------------|----------------------|--------------------|
| PARTIES | NewSouth Innovations Pty Limited ABN 25 000 263 025 trading as UNSW Innovations (Assignee) Level 2, Rupert Myers Building, Gate 14 Barker Street, UNSW, Sydney, NSW 2052, Australia Contact: Chief Executive Officer Phone: +61 2 9385 6505 Email: contractsmanager@nsinnovations.com.au | | | | |
| | ASSIGNOR Brett Anthony Neilan 428 Malabar Road Maroubra NSW 2035 Australia Phone: +612 9385 4569 Email: b.neilan@unsw.edu.au | | | | |
| INTELLECTUAL PROPERTY RIGHTS | Project Name | Tech ID | Intellectual Property Notification Date | | |
| | Biosynthesis of neosaxitoxin and related paralytic shellfish poisons in E. coli | 2016-066 | 16 Jun 2016 | | |
| DETAILS OF INTELLECTUAL PROPERTY RIGHTS | Patent (and all patents derived thereof) | Patent No. | Jurisdiction | Priority date | Filing date |
| | Biosynthesis of neosaxitoxin and related paralytic shellfish poisons in E. coli | 1602576.9 | United Kingdom | 12 Feb 2016 | 12 Feb 2016 |
| ENTIRE DEED | This deed consists of the General Terms and these Details. | | | | |
| EXECUTED AS A DEED | | | | | |

Signed by the attorney for NewSouth Innovations Pty Limited ABN 25 000 263 025 under power of attorney dated 15 December 2011 in the presence of:


Signature of witness


Print name

20/10/2016
Date


Signed by Brett Anthony Neilan in the presence of:

Signature of witness


Print name


By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Signature of attorney


Print name

20/10/2016
Date

Signature


Date

GENERAL TERMS

AGREED TERMS

1. Definitions

Intellectual Property Rights means the intellectual property rights specified in the Details and includes all intellectual, industrial and other proprietary rights in and related to the project specified in the Details, including, without limitation:

- a. patents, patent applications, utility models, copyrights, registered or unregistered trademarks and service marks, trade names, brand names, indications of source or appellations of origin, registered and/or unregistered designs and commercial names and designations;
- b. all inventions, discoveries, trade secrets, and confidential information;
- c. all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields whether industrial or commercial;
- d. all letters patent, deeds of grant, certificates or documents of title for anything referred to in paragraphs a, b or c of this definition, including the right to apply for any such rights, and all media in which anything referred to in those paragraphs is stored or embodied; and
- e. all enhancements, modifications or developments to anything referred to in paragraphs a- d.

Project means the project specified in the Details.

2. Confirmation of assignment

With effect on and from the date of the invention of the Project, in return for valuable consideration, the receipt and sufficiency of which is acknowledged:

- a. the Assignor confirms the assignment to the Assignee of all right, title and interest in and to the Intellectual Property Rights; and

- b. to the extent any Intellectual Property Rights haven't been assigned, the Assignor hereby assigns to the Assignee the Intellectual Property Rights, including:
 - i. the right to apply anywhere in the world for and obtain registered intellectual property rights in respect of the Intellectual Property Rights, including patents and designs;
 - ii. all benefits arising from any patent applied for or granted in relation to the Intellectual Property Rights;
 - iii. any registered or unregistered designs, design rights or similar rights and all benefits arising from such rights;
 - iv. any other intellectual property rights of the Assignor in the Project; and
 - v. the right to sue for past infringement and the right to enjoy for its sole benefit the reward of such action, including any damages or account of profits, and to claim any equitable or other remedies at law.

3. Further assurances

3.1 The Assignor agrees to do all things and execute and deliver all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it, including all things necessary for the making of patent and design applications and their grant, and all things necessary to assist with the enforcement and validity of patents, patent applications, designs and design applications, including in any infringement, opposition, revocation proceedings or the like.

3.2 The Assignor:

- a. authorises and requests that the Commissioner of Patents issue any and all letters patent in Australia and other countries resulting from said applications or any division or divisions of continuing or reissue applications to the Assignee, as Assignee of their entire interest; and
- b. covenants that it has full rights to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this deed.

4. Miscellaneous

- a. Amendments and supplements to this deed must be in writing and executed by all parties.
- b. This deed may be executed in counterparts. All executed counterparts constitute one document.
- c. The Assignor acknowledges and agrees that the Assignee may assign, license or transfer any and all of its right, title and interest under this deed.
- d. This deed is governed by the laws of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.