

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5200072

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
COLIN RICHARD GREEN	05/04/2005
DAVID LAURENCE BECKER	05/04/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CODATHERAPEUTICS (NZ) LIMITED
<b>Street Address:</b>	3/4 CRESCENT ROAD, EPSOM
<b>City:</b>	AUCKLAND
<b>State/Country:</b>	NEW ZEALAND
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14467978
<b>Application Number:</b>	13230744
<b>Application Number:</b>	10581813
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(619)744-2201
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	6197442200
<b>Email:</b>	idocketing@duanemorris.com
<b>Correspondent Name:</b>	DUANE MORRIS LLP
<b>Address Line 1:</b>	750 B STREET, SUITE 2900
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92101-4681
<b>ATTORNEY DOCKET NUMBER:</b>	E3697-00338
<b>NAME OF SUBMITTER:</b>	VICKI G. NORTON
<b>SIGNATURE:</b>	/Vicki G. Norton/
<b>DATE SIGNED:</b>	10/22/2018
<b>Total Attachments: 9</b>	
source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd_May4-2005#page1.tif	
source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd_May4-2005#page2.tif	
source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd_May4-2005#page3.tif	
source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd_May4-2005#page4.tif	

source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd\_May4-2005#page5.tif  
source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd\_May4-2005#page6.tif  
source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd\_May4-2005#page7.tif  
source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd\_May4-2005#page8.tif  
source=DeedofAssignmentfromGreenandBeckertoCoDaNZLtd\_May4-2005#page9.tif

# DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

---

between

COLIN RICHARD GREEN

and

DAVID LAURENCE BECKER

and

CODATHERAPEUTICS (NZ) LIMITED



Simpson  
Grierson

## TABLE OF CONTENTS

Clause No.	Page
1. DEFINITIONS AND INTEPRETATION .....	1
2. ASSIGNMENT .....	2
3. ASSIGNEE MAY PROTECT INTELLECTUAL PROPERTY .....	2
4. NO CHALLENGE .....	2
5. FURTHER ASSURANCES .....	2
6. INFORMATION .....	3
7. COUNTERPARTS .....	3
8. GOVERNING LAW .....	3

### Schedules

1. PATENTS

THIS DEED dated the 4th day of May 2005

**BETWEEN** COLIN RICHARD GREEN and DAVID LAURENCE BECKER (together the "Assignors")

**AND** CODATHERAPEUTICS (NZ) LIMITED an incorporated company having its registered office in Epsom, Auckland ("Assignee")

## BACKGROUND

- A. The Assignors are the legal and beneficial owners of the Patents, the Results and the Technology (as those terms are defined below).
- B. The Assignors have agreed to assign to the Assignee all of their rights, title and interest to and in the Patents, the Results and the Technology on the terms set out in this deed.

## THIS DEED RECORDS THAT:

### 1. DEFINITIONS AND INTERPRETATION

In this deed, unless the context indicates otherwise:

**"Date of Assignment"** means the date this deed is executed by the parties;

**"Intellectual Property"** means trade marks (including logos, trade dress), domain names, copyright, patents, registered designs, circuit layouts, rights in computer software and computer programmes, databases and lists, rights in inventions, confidential information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

**"Patents"** means the patents and patent applications set out in schedule 1 to this deed, any future patents of patent applications claiming priority from those patents and patent applications, and divisionals of any such patents or patent applications, and any future patents issuing from any of the foregoing containing equivalent or substantially similar claims, throughout the world;

**"Results"** means any aspect of discoveries, creations, research, concepts, inventions, methods, confidential information, know-how, trade secrets, formulae, formulations, techniques, processes and developments from the research and investigations to which the Patents relate;

**"Technology"** means all existing or future Intellectual Property in the Patents and Results.

## 2. ASSIGNMENT

- 2.1** The Assignors, with effect from (and including) the Date of Assignment, hereby assign to the Assignee all of their rights, title and interest to and in the Patents, the Results and the Technology, together with their rights of action, powers and benefits, in respect of the same.
- 2.2** On the Date of Assignment and in consideration for the assignment of the Patents, the Results and the Technology, the Assignee will pay to each of the Assignors, \$1.00 in cash and such further consideration as has been separately agreed between the parties. The receipt and sufficiency of the consideration payable pursuant to this clause is hereby acknowledged by the Assignors.

## 3. ASSIGNEE MAY PROTECT INTELLECTUAL PROPERTY

- 3.1 Acknowledgment:** The Assignors acknowledge that on and from the Date of Assignment, the Assignee will have the sole right (but not any obligation) to seek Intellectual Property registration for the Patents, the Results and the Technology .
- 3.2 Assistance/Information:** The Assignors will provide all the assistance and information requested by the Assignee in relation to the protection of the Patents, the Results and the Technology.

## 4. NO CHALLENGE

The Assignors will not, at any time, directly or indirectly, challenge the validity of the assignment of the Patents, the Results and the Technology or any application by the Assignee to register the Patents, the Results and the Technology anywhere in the world.

## 5. FURTHER ASSURANCES

Each of the Assignors will, at the reasonable request of the Assignee (or the nominee or successor of the Assignee), in respect of the Patents, the Results and/or the Technology or any aspect of it:

- 5.1 Assignment:** execute all documents and do all acts necessary or convenient to enable the assignment of the Patents, the Results and the Technology and any other matters that are recorded in this deed;
- 5.2 Ownership:** execute all documents and do all acts necessary or convenient to vest any ownership and protection in the Patents, the Results and the Technology in the Assignee (including any application required to register any Intellectual Property in any trade mark, patent or intellectual property registry anywhere in the world or anything to assist the Assignee's successors to do so);
- 5.3 Application for IP Protection:** execute all documents and do all acts necessary and convenient to assure the applying for and obtaining of any Intellectual Property protection in respect of the Patents, the Results, and the Technology, including in respect of any registry in any jurisdiction; and

- 5.4 Enforcement of IP Protection:** execute documents and do all acts necessary or convenient to enable enforcement of any Intellectual Property protection in respect of the Patents, the Results and the Technology, anywhere in the world.

**6. INFORMATION**

The Assignors will, at the request of the Assignee and without delay, furnish the Assignee with full details of, and relating to all aspects of, the Patents, the Results and/or the Technology including the circumstances of invention, creation and design of the Patents, the Results and/or the Technology and any other physical materials relating to the Patents, the Results and/or the Technology, in either or both of the Assignors possession or control.

**7. COUNTERPARTS**

This deed may be executed in one or more counterpart copies which, read together, will constitute one and the same deed. Any facsimile copy of this deed (including any facsimile copy of any document evidencing the execution of this deed by either party) may be relied upon by any other party as though it were an original copy.

**8. GOVERNING LAW**

This deed shall be governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

**EXECUTION**

**SIGNED** on behalf of **CODATHERAPEUTICS**

**(NZ) LIMITED:** *COLIN RICHARD*

*ERGREEN*

Full name of director



Signature of director

Full name of director

Signature of director

**Witness:**

*(if other than two directors sign)*

Signature of witness

Full name of witness

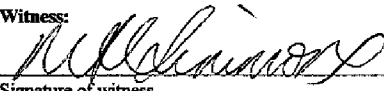
Occupation of witness

Address of witness

sha AK051190071(email)

**SIGNED** by **COLIN RICHARD GREEN** in the presence of:

Witness:

  
Signature of witness

Signature



Maria Helen Simmons  
Full name of witness

consu Hand  
Occupation of witness

Auckland  
Address of witness

**SIGNED** by **DAVID LAURENCE BECKER** in the presence of:

Witness:

  
Signature of witness

Signature

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
Address of witness



**EXECUTION**

**SIGNED** on behalf of  
**CODATHERAPEUTICS (NZ) LIMITED:**

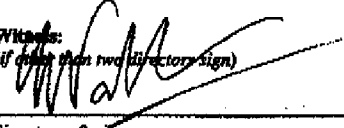
DAVID LAURENCE BECKER  
Full name of director

  
Signature of director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Signature of director

Witness:  
(if other than two directors sign)

  
Signature of witness

YVONNE ALEXANDRA WALLER  
Full name of witness

HUMAN RESOURCES CONSULTANT  
Occupation of witness

9 LARWING WAY, ABBOTS LANGLEY.  
Address of witness HERTS. WD5 0GG.

**SIGNED** by COLIN RICHARD GREEN in  
the presence of:

Witness:

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Signature of witness

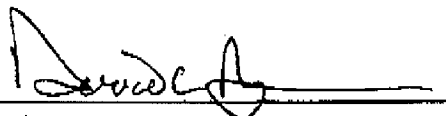
\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Occupation of witness

\_\_\_\_\_  
Address of witness

**SIGNED** by DAVID LAURENCE BECKER  
in the presence of:

Witness:  
  
Signature of witness

  
Signature

YVONNE ALEXANDRA WALLER  
Full name of witness

HUMAN RESOURCES CONSULTANT  
Occupation of witness

9 LARWING WAY, ABBOTS LANGLEY  
Address of witness HERTS. WD5 0GG.

# SCHEDULE 1

## Patents

### International (PCT)

No.	Application Date	Title
WO 00/44409	27/1/00	Formulations comprising antisense nucleotides to connexins
[Unpublished]	3/12/04	Antisense compounds targeted to connexins and methods of use thereof

### New Zealand

No.	Application Date	Title
333928	27/1/99	Formulations comprising antisense nucleotides to connexins
500190	7/10/99	Formulations comprising antisense nucleotides to connexins
513154	27/1/00	Formulations comprising antisense nucleotides to connexins
529936	3/12/03	Tissue engineering or remodelling

### Australia

No.	Application Date	Title
21193/00	27/1/00	Formulations comprising antisense nucleotides to connexins

### USA

No.	Application Date	Title
09/890,363	27/1/00	Formulations comprising antisense nucleotides to connexins

## Deed of Assignment of Intellectual Property and Related Rights

Page 2

**Canada**

No.	Application Date	Title
2361251	27/1/00	Formulations comprising antisense nucleotides to connexins

**Europe**

No.	Application Date	Title
901236	27/1/00	Formulations comprising antisense nucleotides to connexins

**Japan**

No.	Application Date	Title
00/595,711	27/1/00	Formulations comprising antisense nucleotides to connexins