

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT5293979

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the RECEIVING PARTY DATA previously recorded on Reel 046663 Frame 0653. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNOR'S INTEREST.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MURRAY GOULBURN CO-OPERATIVE CO. LIMITED	05/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SAPUTO DAIRY AUSTRALIA PTY LIMITED
<b>Street Address:</b>	C/O SAPUTO INC.
<b>Internal Address:</b>	6869 BLVD. METROPOLITAN EAST
<b>City:</b>	ST. LEONARD, QUEBEC
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H1P 1X8
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8551547
<b>Patent Number:</b>	9247766
<b>Patent Number:</b>	9119818
<b>Patent Number:</b>	9789168
<b>Patent Number:</b>	9839676
<b>Application Number:</b>	15703203
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	617-348-1859
<b>Email:</b>	IPDocketingBOS@mintz.com
<b>Correspondent Name:</b>	MINTZ LEVIN
<b>Address Line 1:</b>	ONE FINANCIAL CENTER
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111
<b>ATTORNEY DOCKET NUMBER:</b>	048905-502N01US
<b>NAME OF SUBMITTER:</b>	PETER F. CORLESS
<b>SIGNATURE:</b>	/Peter F. Corless/

<b>DATE SIGNED:</b>	12/20/2018
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**Total Attachments: 11**  
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**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MURRAY GOULBURN CO-OPERATIVE CO. LIMITED	05/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AGRICULTURE VICTORIA SERVICES PTY LTD
<b>Street Address:</b>	475 MICKLEHAM ROAD
<b>City:</b>	ATTWOOD, VICTORIA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3049
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8551547
Patent Number:	9247766
Patent Number:	9119818
Patent Number:	9789168
Patent Number:	9839676

<b>Application Number:</b>	15703203
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**CORRESPONDENCE DATA**

**Fax Number:** (617)542-2241  
**Phone:** (617) 348-1859  
**Email:** IPDocketingBOS@mintz.com  
*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.*  
**Correspondent Name:** MINTZ LEVIN  
**Address Line 1:** ONE FINANCIAL CENTER  
**Address Line 4:** BOSTON, MASSACHUSETTS 02111

**ATTORNEY DOCKET NUMBER:**

048905-502N01US

**NAME OF SUBMITTER:**

PETER F. CORLESS

**Signature:**

/Peter F. Corless/

**Date:**

08/22/2018

**Total Attachments: 9**

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**RECEIPT INFORMATION**

**EPAS ID:** PAT5103936  
**Receipt Date:** 08/22/2018

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## DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on the 1st day of May 2018

BETWEEN **Murray Goulburn Co-Operative Co. Limited**  
Freshwater Place  
Level 15, 2 Southbank Boulevard  
Southbank VIC 3006  
Australia (the 'Assignor')

AND **Saputo Dairy Australia Pty Limited** c/- Saputo Inc.,  
6869 Blvd. Metropolitan East, St Leonard, Quebec,  
Canada, H1P 1X8 (the 'Assignee')

AND **Agriculture Victoria Services Pty Ltd**  
475 MICKLEHAM ROAD  
ATTWOOD VIC 3049  
Australia (the 'Co-owner')

### BACKGROUND

- A. The Assignor and Co-owner are the current joint owners of the Patents listed in the Schedule (as defined in this deed).
- B. Pursuant to a sale and purchase agreement dated 27 October 2017, the Assignor agreed to assign their share in the Patents and related Intellectual Property Rights to the Assignee for valuable consideration.
- C. The Assignor has agreed to enter into this deed to confirm the assignment of their share in the Patents and related Intellectual Property Rights to the Assignee.
- D. The Co-owner is aware of the Sale Agreement between the Assignor and Assignee and consents to the assignment of the Assignor's share in the Patents to the Assignee.

### AGREEMENT

#### 1 Definitions

In this deed:

- (a) **Effective Date** means 1 May 2018.
- (b) **Intellectual Property Rights** means all intellectual property rights in any part of the world, including patents, designs, artwork, utility models, rights in inventions, registered and unregistered trade and service marks, rights in business and trade names and get-up, rights in domain names, registered designs, semiconductor and topography rights, copyrights and neighbouring rights, database rights, rights in confidential information and know-how, plant breeder's rights and (in each case) rights of a similar, or corresponding character and in all applications and rights to apply for protection of any of the foregoing.
- (c) **Patents** means the patents and applications specified in the Schedule.

## **2 Confirmation of assignment**

With effect on and from the Effective Date, the Assignor confirms the assignment of their share in the Patents to the Assignee, and the Assignee accepts:

- (a) all right, title and interest in the share of the Patents, including all past, present and future rights, powers, privileged and immunities arising or accruing therefrom;
- (b) all claims, causes of action and rights of action (past, present and future) relating to the Patents;
- (c) the copyright (if any and where the Assignor controls it) in any drawings, reports or specifications relevant to the Patents; and
- (d) any other relevant Intellectual Property Rights owned by the Assignor relating to the Patents.

## **3 Further assurances**

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 providing all reasonable assistance with the enforcement and validity of the Patents in any infringement, opposition, revocation proceedings or the like.

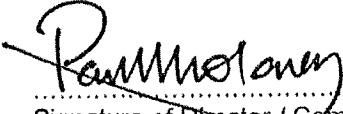
## **4 Miscellaneous**

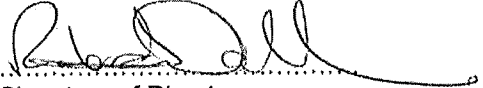
- (a) Amendments, variations and supplements to this deed must be in writing and executed by all parties.
- (b) A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed, and the remaining terms or parts of the term of this deed continue in force.
- (c) The failure of any party to require performance by the other party of any provision of this deed shall not affect in any way the full right of the waiving party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be deemed a waiver of the provision hereof.
- (d) 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.
- (e) This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute this deed by signing any counterpart.

- (f) This deed is binding upon and shall enure to the benefit of the parties and their permitted assigns and successors.
  - (g) This deed is governed by the laws of in the State of Victoria and the Commonwealth of Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.
-

EXECUTED as a Deed

SIGNED, SEALED AND DELIVERED )  
for and on behalf of )  
Saputo Dairy Australia Pty Ltd (ACN 166 135 486) )  
in accordance with s 127 of the Corporations Act 2001 (Cth) )

  
Signature of Director / Company Secretary

  
Signature of Director

PAUL MOLONEY  
Name (print)

RICHARD WALLACE  
Name (print)

SIGNED, SEALED AND DELIVERED )  
for and on behalf of )  
Murray Goulburn Co-Operative Co. Limited )  
(ACN 004 277 089) )  
in accordance with s 127 of the Corporations Act 2001 (Cth) )

.....  
Signature of Director / Company Secretary

.....  
Signature of Director

.....  
Name (print)

.....  
Name (print)



**EXECUTED as a Deed**

**SIGNED, SEALED AND DELIVERED** )  
for and on behalf of )  
**Saputo Dairy Australia Pty Ltd (ACN 166 135 486)** )  
in accordance with s 127 of the *Corporations Act 2001 (Cth)* )  
)

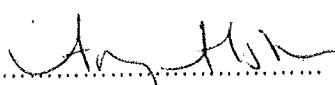
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Signature of Director / Company Secretary

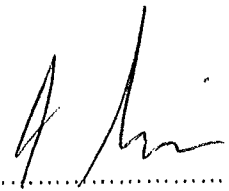
.....  
Signature of Director

.....  
Name (print)

.....  
Name (print)

**SIGNED, SEALED AND DELIVERED** )  
for and on behalf of )  
**Murray Goulburn Co-Operative Co. Limited** )  
(ACN 004 277 089) )  
in accordance with s 127 of the *Corporations Act 2001 (Cth)* )  
)

  
.....  
Signature of Director / Company Secretary

  
.....  
Signature of Director

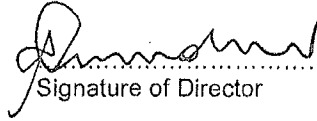
AMY ALSTON  
.....  
Name (print)

ARI MERULA  
.....  
Name (print)

SIGNED, SEALED AND DELIVERED )  
for and on behalf of )  
Agriculture Victoria Services Pty Ltd )  
(ACN 006 598 198) )  
in accordance with s 127 of the *Corporations Act 2001* (Cth) )



Signature of Director / Company Secretary



Signature of Director

Shane Cagney  
Name (print)

Sandra Andersen  
Name (print)

## SCHEDULE

### PATENT FAMILY 1

<b>TITLE:</b>	PROCESS FOR THE PREPARATION OF ANGIOGENIN
<b>PRIORITY APPLICATION:</b>	AU2006906288
<b>PRIORITY DATE:</b>	10 November 2006
<b>INTERNATIONAL APPLICATION:</b>	PCT/AU2007/001719 (WO2008/055310)
<b>FILING DATE:</b>	9 November 2007

Country	Application No.	Filing Date	Patent No.	Case Status
Australia	2007317200	9/11/2007	2007317200	Granted
Canada	2702645	9/11/2007	2702645	Granted
China	200780041515.4	9/11/2007	200780041515.4	Granted
Germany	07815522.3	9/11/2007	60 2007 051 774.5	Validated
Europe	07815522.3	9/11/2007	2117330	EP Granted
France	07815522.3	9/11/2007	2117330	Validated
United Kingdom	07815522.3	9/11/2007	2117330	Validated
India	2892/DELNP/2009	9/11/2007	290851	Pending
Japan	2009-535525	9/11/2007	5276004	Granted
New Zealand	577195	9/11/2007	577195	Granted
United States	12/447889	9/11/2007	8551547	Granted

### PATENT FAMILY 2

<b>TITLE:</b>	ANGIOGENIN-ENRICHED MILK FRACTIONS
<b>PRIORITY APPLICATION:</b>	AU2008902366
<b>PRIORITY DATE:</b>	14 May 2008
<b>INTERNATIONAL APPLICATION:</b>	PCT/AU2009/000604 (WO2009/137881)
<b>FILING DATE:</b>	14 May 2009

Country	Application No.	Filing Date	Patent No.	Case Status
Australia	2009246054	14/05/2009	2009246054	Granted
Brazil	PI0911957-4	14/05/2009		Pending
Canada	2723994	14/05/2009		Accepted
China	201710110192.5	14/05/2009		Pending
Europe	09745303.9	14/05/2009		Pending
India	8818/DELNP/2010	14/05/2009		Pending
Japan	2011-508770	14/05/2009	5717625	Granted
New Zealand	589311	14/05/2009	589311	Granted
Russia	2010150896	14/05/2009	2538654	Granted
United States	12/992530	14/05/2009	9247766	Granted

### **PATENT FAMILY 3**

<b>TITLE:</b>	USE OF ANGIOGENIN OR ANGIOGENIN AGONISTS FOR TREATING DISEASES AND DISORDERS
<b>PRIORITY APPLICATION:</b>	AU2008902372
<b>PRIORITY DATE:</b>	14 May 2008
<b>INTERNATIONAL APPLICATION:</b>	PCT/AU2009/000603 (WO2009/137880)
<b>FILING DATE:</b>	14 May 2009

Country	Application No.	Filing Date	Parent No.	Case Status
Australia	2009246053	14/05/2009	2009246053	Granted
Brazil	PI0911960-4	14/05/2009		Pending
Canada	2723987	14/05/2009		Accepted
China	200980126633.4	14/05/2009	ZL200980126633.4	Granted
Europe	09745302.1	14/05/2009		Allowed
Hong Kong	11109518.1	14/05/2009		Stage 1 Published
Israel	209285	14/05/2009	209285	Granted
Japan	2011-508769	14/05/2009	5646459	Granted
Republic of Korea	10-2010-7028077	14/05/2009	10-1760758	Granted
Mexico	MX/a/2010/012437	14/05/2009	328219	Granted
New Zealand	589308	14/05/2009	589308	Granted
Russia	2010150931	14/05/2009	2519645	Granted
Singapore	201008232-9	14/05/2009	166390	Granted
United States	12/992501	14/05/2009	9119818	Granted
United States	14/810983	28/07/2015	9789168	Granted
United States	15/703203	13/09/2017		Pending
South Africa	2010/09003	14/05/2009	2010/09003	Granted

### **PATENT FAMILY 4**

<b>TITLE:</b>	ORALLY ADMINISTRABLE DOSAGE FORMS COMPRISING ANGIOGENIN AND USES THEREOF
<b>PRIORITY APPLICATION:</b>	AU2008902371
<b>PRIORITY DATE:</b>	14 May 2008
<b>INTERNATIONAL APPLICATION:</b>	PCT/AU2009/000602 (WO2009/137879)
<b>FILING DATE:</b>	14 May 2009

Country	Application No.	Filing Date	Parent No.	Case Status
Brazil	PI0911958-2	14/05/2009		Pending

### **PATENT FAMILY 5**

<b>TITLE:</b>	METHODS FOR TREATING CACHEXIA
<b>PRIORITY APPLICATION:</b>	AU20012901917
<b>PRIORITY DATE:</b>	10 May 2012
<b>INTERNATIONAL APPLICATION:</b>	PCT/AU2013/000480 (WO2013/166557)
<b>FILING DATE:</b>	10 May 2013

Country	Application No.	Filing Date	Parent No.	Case Status
Australia	2013204721	12/04/2013	2013204721	Granted

### **PATENT FAMILY 6**

<b>TITLE:</b>	METHODS FOR TREATING CANCER USING ANGIOGENIN OR AN ANGIOGENIN AGONIST
<b>PRIORITY APPLICATION:</b>	AU2012901918
<b>PRIORITY DATE:</b>	10 May 2012
<b>INTERNATIONAL APPLICATION:</b>	PCT/AU2013/000478 (WO/2013/166555)
<b>FILING DATE:</b>	10 May 2013

Country	Application No.	Filing Date	Patent No.	Case Status
Australia	2013204740	12/04/2013	2013204740	Granted
Brazil	BR 11 2014 027967 5	10/05/2013		Pending
Canada	2872850	10/05/2013		Pending
China	201380037180.4	10/05/2013		Pending
Europe	13787726.2	10/05/2013		Pending
Japan	2018-023212	10/05/2013		Pending
New Zealand	631749	10/05/2013	631749	Granted
New Zealand	708616	10/05/2013	708616	Granted
Russia	2014149807	10/05/2013		Pending
United States	14/399852	10/05/2013	9839676	Granted