

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	MARK ANDREW JENKINS	09/12/2018
RECEIVING PARTY DATA		
Name:	THE UNIVERSITY OF MELBOURNE	
Street Address:	ROYAL PARADE	
Internal Address:	UNIVERSITY OF MELBOURNE	
City:	PARKVILLE, VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3010	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16074032
CORRESPONDENCE DATA		
Fax Number:	(212)391-0525	
<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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ATTORNEY DOCKET NUMBER:	2251-90630	
NAME OF SUBMITTER:	JAMES T. CORCORAN	
SIGNATURE:	2251-90630/JTC/for John P. White	
DATE SIGNED:	01/31/2019	
Total Attachments: 10		
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DEED OF ASSIGNMENT

THIS DEED is executed on the 12th day of September 2018

BETWEEN

THE UNIVERSITY OF MELBOURNE (ABN 84 002 705 224) a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Vic) of Melbourne, Victoria, 3010

(University)

AND

Mark Andrew Jenkins

Address: 16 Clifton Street Northcote Victoria 3070 Australia

E-mail: m.jenkins@unimelb.edu.au

(Assignor)

RECITALS

- A. The Assignor has contributed to the development of the Technology as an employee of the University.
- B. The Assignor wishes to acknowledge that any Intellectual Property Rights subsisting in the Technology, to the extent that the Assignor contributed to the development of the Technology, vest in the University pursuant to the Assignor's contract of employment and the University Statute in force at the relevant time.
- C. To the extent that the Assignor retains or continues to hold any right, title or interest in the Intellectual Property Rights subsisting in the Technology, the Assignor wishes to assign such Intellectual Property Rights to the University.
- D. The University and the Assignor wish to record their understanding in accordance with this Deed.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Business Day means, when used to determine when a Notice is received, an obligation must be or is fulfilled, or a right must be or is exercised, a day in the place in which that notice is received, obligation must be or is fulfilled or right must be or is exercised (as the case may be) other than a Saturday, Sunday, public holiday or (in the case of a notice received by, obligation fulfilled by or right exercised by the University) a University holiday as indicated on the University calendar (as amended from time to time) in that place.

Claim means any claim, demand, action or proceeding of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commercialise, in relation to the Technology, means:

- (a) to use, manufacture, sell, hire, promote, import, or otherwise exploit a Product or to provide a service utilising any part of the Technology;
- (b) to use or disclose any Technical Information and other confidential information comprised in the Technology;
- (c) in respect of a copyright work or other subject matter in which copyright subsists, to exercise any of the rights of a copyright owner in relation to any work or other subject matter comprised in the Technology; or
- (d) to conduct clinical trials or any other research, development and testing required to establish commercial viability of a Product;

including licensing any person to do any of the above, or to assign to any person or otherwise dispose of the Technology, and Commercialisation has a corresponding meaning.

Deed means this Deed of Assignment.

Encumbrance means a mortgage, charge, pledge, lien or title retention arrangement, a right of set off or right to withhold payment of a deposit or other money, or any easement, restrictive covenant, caveat or similar restriction over property, or an agreement to create or to allow any of them to exist.

Intellectual Property Rights means all rights in the field of intellectual property and industrial property including:

- (a) copyright, rights in respect of inventions (including patents) registered and unregistered trademarks (including service marks), rights in designs plant varieties, circuit layouts and Know How and any right to have information kept confidential;
- (b) any application or right to apply for registration of the rights referred to in paragraph (a); and
- (c) all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraph (a) or (b) which may subsist anywhere in the world.

Invention means the invention described in Schedule 1.

Know How means all information not in the public domain including inventions, drawings, design, circuit diagrams, computer programs, data, formulae, specifications, methodologies and techniques, design procedures and procedures for experiments and tests, results of experiments and tests, and information relating to the design, assembly, manufacture, supply or use of any Products and Materials.

Materials, in relation to the Technology, means any documentation, drawings, diagrams, manuals, reports, discs in whatever form and any physical property rights relating to any of the foregoing.

Moral Rights has the meaning ascribed in the Copyright Act 1968 (Cth), as amended, and similar rights in jurisdictions outside Australia.

Notice has the meaning given to it in clause 7.

Patents mean the patents and patent applications claiming and/or relating to the Invention, including:

Appl Type	Country	Number	Filing Date	Title
Provisional	Australia	2016900254	28 January 2016	Methods for assessing risk of developing colorectal cancer
Provisional	Australia	2016903246	28 January 2016	Methods for assessing risk of developing colorectal cancer
PCT	Patent Corporate Treaty	PCT/AU2017/050066	27 January 2017	Methods for assessing risk of developing colorectal cancer
Australia	National Phase	2017212152	27 January 2017	Methods for assessing risk of developing colorectal cancer
Canada	National Phase	3012783	27 January 2017	Methods for assessing risk of developing colorectal cancer
China	National Phase	Not yet available	27 January 2017	Methods for assessing risk of developing colorectal cancer
Europe	National Phase	17743495.8	27 January 2017	Methods for assessing risk of developing colorectal cancer
Israel	National Phase	260777	27 January 2017	Methods for assessing risk of developing colorectal cancer
Japan	National Phase	Not yet available	27 January 2017	Methods for assessing risk of developing colorectal cancer
Mexico	National Phase	MX/a/2018/009254	27 January 2017	Methods for assessing risk of developing colorectal cancer
Singapore	National Phase	Not yet available	27 January 2017	Methods for assessing risk of developing colorectal cancer
Sth Korea	National Phase	Not yet available	27 January 2017	Methods for assessing risk of developing colorectal cancer
USA	National Phase	16/074032	27 January 2017	Methods for assessing risk of developing colorectal cancer

and all applications and granted patents or other similar forms of protection anywhere in the world claiming priority with or from such patents including utility model and design patents and

certificates of invention and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions, additions, supplementary protection certificates or equivalent to any such patent applications and patents.

Product means any material, product, kit, method or use which:

- (a) uses or is manufactured using or otherwise incorporates any part of the Technology; and/or
- (b) the manufacture, sale, method or use of which, is the subject of or falls within any claim of any of the Patents.

Technical Information means Know How developed by the Assignor which is necessary for or useful to the Commercialisation of the Technology.

Technology has the meaning given to it in Schedule 1.

University Statute means The University of Melbourne Statutes.

1.2 In this Deed:

- (a) a reference to the Technology includes a reference to any part of the Technology;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause, paragraph or schedule is to a clause, paragraph or schedule to this Deed;
- (d) a reference to a party is to a party to this Deed;
- (e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (f) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (h) nothing in this Deed is to be interpreted against a party solely on the ground that the party prepared or put forward the Deed or any part of it; and
- (i) headings are for reference only and do not affect interpretation.

2. **COMMENCEMENT**

- 2.1 This Deed will take effect on and from the date on which the last party signs this Deed.

3. **ACKNOWLEDGEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

- 3.1 The Assignor acknowledges that any Intellectual Property Rights subsisting in the Technology, to the extent that the Assignor contributed to the development of the Technology, vest in the

University pursuant to the Assignor's contract of employment and the University Statute in force at the relevant time.

- 3.2 To the extent that the Assignor retains or continues to hold any right, title or interest in the Intellectual Property Rights subsisting in the Technology notwithstanding the acknowledgement in clause 3.1, the Assignor assigns to the University such right, title and interest in those Intellectual Property Rights (including future Intellectual Property Rights) subsisting in the Technology, including:

- (a) the Patents;
- (b) Technical Information;
- (c) copyright in the Technology;
- (d) the Materials;
- (e) the absolute right to apply for registration as the proprietor of any Intellectual Property Rights subsisting in the Technology anywhere in the world; and
- (f) the absolute right to do anything in relation to ownership, protection and use of any Intellectual Property Rights subsisting in the Technology anywhere in the world.

- 3.3 The Assignor must do all things and execute all documents necessary to give effect to this Deed and render all assistance reasonably required by the University for the purpose of confirming, recording or perfecting the assignment under clauses 3.2.

- 3.4 The Assignor acknowledges that the University owns all physical property rights in the Materials.

4. CONSIDERATION

- 4.1 The University agrees and acknowledges that:

- (a) upon the assignment of the Intellectual Property Rights subsisting in the Technology to the University; and
- (b) to the extent that the Intellectual Property Rights subsisting in the Technology is licensed, or assigned by the University, to a third party in which the Assignor does not have a shareholding interest,

the University will pay to the Assignor a share of the net royalties received by the University derived from Commercialisation of the Intellectual Property Rights subsisting in the Technology or otherwise reward the Assignor for the Assignor's contribution to the development of the Technology (as the case may be) in accordance with the University Statute and any applicable policies pursuant to the University Statute in force at the time this Deed is executed.

5. ASSIGNOR'S WARRANTIES AND CONSENT

- 5.1 The Assignor warrants to the University that:

- (a) the Assignor is entering into this Deed in the Assignor's personal capacity and not as an employee of the University; and

- (b) the Assignor has received independent legal advice in relation to this Deed or has decided not to obtain independent legal advice.
- 5.2 To the best of the Assignor's knowledge, the Assignor warrants to the University that:
- (a) the Assignor contributed to the creation, implementation or development of the Technology in the performance of the Assignor's role and duties as an employee of the University;
 - (b) to the extent that the Assignor assigns any right, title or interest in or to Intellectual Property Rights in clause 3.2, the Assignor is a legal and beneficial owner of the Intellectual Property Rights subsisting in the Technology (including the Patents, Technical Information and any copyright in the Technology);
 - (c) the Intellectual Property Rights subsisting in the Technology (including the Patents, Technical Information and any copyright in the Technology) do not infringe the Intellectual Property Rights of any other person;
 - (d) the Assignor has not knowingly granted any licences or Encumbrances in relation to the Intellectual Property Rights subsisting in the Technology;
 - (e) the Assignor has not received any notice of any Claim in respect of the Technology or the Intellectual Property Rights subsisting in the Technology;
 - (f) the Assignor has disclosed all agreements and arrangements, whether or not formal or informal with third parties, including but not limited to material transfer agreements, collaboration agreements, consultancies and all sources of funding contributions pertaining to the Technology and its development;
 - (g) the Assignor has notified the University of all public disclosures, either written or oral, including but not limited to publications, abstracts, articles, presentations, journal submissions, thesis (including the final PhD oration presentation) containing or describing the Technology of which the Assignor is aware;
 - (h) the Assignor has notified the University of any other person or party that contributed to the development of the Technology; and
 - (i) the Assignor has not done or failed to do anything whereby the whole or any part of the rights assigned under this Deed might be invalidated or registration of them refused.
- 5.3 The Assignor consent to acts or omissions that would otherwise infringe the Assignor's Moral Rights in any copyright subsisting in the Technology including as a result of any use of such copyright in the Patent.
- 5.4 To the extent that the Technology is not in the public domain as at the effective date of this Deed, the Assignor agrees to maintain the confidentiality of the Technology (including the Technical Information) until the Technology becomes part of the public domain other than as a result of a breach of confidence by the Assignor.
- 5.5 If, at any time on or after the date of this Deed, the Assignor becomes aware of any fact, matter or circumstance which may materially affect the University's Intellectual Property Rights subsisting in the Technology, the Assignor must promptly notify the University in writing of the relevant particulars.

6. ASSIGNOR'S INDEMNITY

- 6.1 The Assignor indemnifies the University against any losses, costs, actions, claims, demands, expenses, judgements, court orders or other liabilities arising out of or in connection with any negligent or deliberate breach by the Assignor of the warranties or undertakings contained in clause 5.

7. NOTICE

- 7.1 Any notice, demand, consent, approval or communication given pursuant to the provisions of this Deed (Notice) will be deemed to have been properly given if delivered, in writing, in person, or mailed by registered mail to the following addresses, or another address as may be designated in writing by the receiving Party from time to time during the term of this Deed:

Name: University of Melbourne

Address: University of Melbourne, Parkville, VIC 3010

Fax number: +61 (0) 3 9810 3268

Attention: Chief Financial Officer

Name: **Mark Andrew Jenkins**

Address: 16 Clifton Street Northcote Victoria 3070 Australia

Email address: m.jenkins@unimelb.edu.au

- 7.2 A Notice given in accordance with this clause takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

8. GENERAL

- 8.1 This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties.

- 8.2 This Deed can only be amended or replaced or novated by another document signed by the parties.
- 8.3 Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.
- 8.4 A provision of or a right created under this Deed may not be:
- (a) waived except in writing signed by the Party granting the waiver; or
 - (b) varied except in writing signed by the Parties.
- 8.5 The rights provided in this Deed are cumulative with and not exclusive of the rights provided by law independently of this Deed.
- 8.6 Each Party must pay its own costs in connection with the entry into this Deed and compliance with its terms.
- 8.7 This Deed may be signed in counterparts each of which are an original and together constitute the same Deed.
- 8.8 This Deed is governed by the law of the State of Victoria, Australia, and the parties submit to the jurisdiction of the courts of that State.

Executed as a Deed

~~SIGNED SEALED AND DELIVERED~~ for and on behalf of THE UNIVERSITY OF MELBOURNE in accordance with Section 18 of the University of Melbourne Statute and Section 8(6) of the Council Regulation.

Executed by the University of Melbourne by its authorised officers in accordance with the Council Regulations made under the University of Melbourne Act 2009 (Vic).

Gioconda Di Lorenzo
Signature of Authorised Officer

Dr Gioconda Di Lorenzo
University Secretary

Name of Authorised Officer (print)

[Signature]
Signature of Authorised Officer

Name of Authorised Officer (print)

Signed sealed and delivered as a Deed by
Mark Andrew Jenkins

[Signature]
Signature of Mark Andrew Jenkins

MARK JENKINS
Name (print)

10/9/18
Date

Maggie Lenaghan
Signature of Witness

MAGGIE LENAGHAN
Name (print)

10/9/18
Date

SCHEDULE 1

Invention

UoM Tech ID 2015-075 entitled Methods for assessing risk of developing colorectal cancer

An aspect of the invention provides a method for assessing the risk of a human subject for developing colorectal cancer comprising: performing a genetic risk assessment of the subject, wherein the genetic risk assessment involves detecting, in a biological sample derived from the subject, the presence of at least 28 single nucleotide polymorphisms selected from Table 1, or a single nucleotide polymorphism in linkage disequilibrium with one or more thereof.

A method for determining the need for routine diagnostic testing of a human subject for colorectal cancer comprising assessing the risk of the subject for developing colorectal cancer using the method of the aforementioned aspect.

A method of screening for colorectal cancer in a human subject, the method comprising assessing the risk of the subject for developing colorectal cancer using the method of the aforementioned aspect, and routinely screening for colorectal cancer in the subject if they are assessed as having a risk for developing colorectal cancer.

An anti-colorectal cancer therapy for use in preventing colorectal cancer in a human subject at risk thereof, wherein the subject is assessed as having a risk for developing colorectal cancer according to the method of the aforementioned aspect.

A kit comprising at least 28 sets of primers for amplifying 28 or more nucleic acids, wherein the 28 or more nucleic acids comprise a single nucleotide polymorphism selected from Table 1, or a single nucleotide polymorphism in linkage disequilibrium with one or more thereof.

A genetic array comprising at least 28 sets of probes for hybridising to 28 or more nucleic acids, wherein the 28 or more nucleic acids comprise a single nucleotide polymorphism selected from Table 1, or a single nucleotide polymorphism in linkage disequilibrium with one or more thereof.

A computer implemented method for assessing the risk of a human subject for developing colorectal cancer, the method operable in a computing system comprising a processor and a memory, the method comprising: receiving genetic risk data for the subject, wherein the genetic risk data was obtained by detecting, in a biological sample derived from the subject, the presence of at least 28 single nucleotide polymorphisms from Table 1, or a single nucleotide polymorphism in linkage disequilibrium with one or more thereof; processing the data to determine the risk of the human subject for developing colorectal cancer; outputting the risk of the human subject for developing colorectal cancer.

Technology

- (a) any Intellectual Property Rights in the Invention;
- (b) any Patents;
- (c) Technical Information existing as at the effective date of this Deed that is not in the public domain;
and
- (d) the Materials.