

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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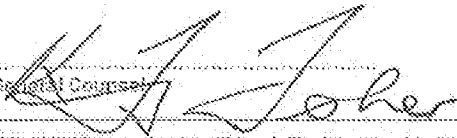
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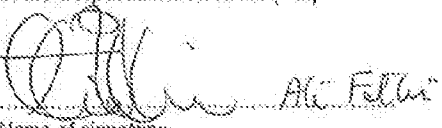
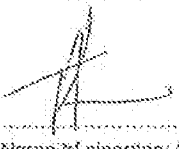
SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF SYDNEY	01/16/2019
RECEIVING PARTY DATA	
Name:	TRIMPH TECHNOLOGY PTY LIMITED
Street Address:	T4/125, NUMBER4 CORNWALLIS STREET (NATIONAL INNOVATION CENTRE)
City:	EVELEIGH NSW
State/Country:	AUSTRALIA
Postal Code:	2015
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15746810
CORRESPONDENCE DATA	
Fax Number:	(212)336-8001
<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:	212 336 8000
Email:	ptodocket@arelaw.com
Correspondent Name:	AMSTER ROTHSTEIN & EBENSTEIN LLP
Address Line 1:	90 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	77631/11
NAME OF SUBMITTER:	ALAN D. MILLER
SIGNATURE:	/Alan D. Miller/
DATE SIGNED:	03/29/2019
Total Attachments: 14 source=assign#page1.tif source=assign#page2.tif source=assign#page3.tif source=assign#page4.tif source=assign#page5.tif	

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DEED OF ASSIGNMENT OF LICENSED IP

PARTIES	
University	The University of Sydney, a body corporate under the <i>University of Sydney Act 1989</i> , ABN 15 211 513 464
Official notices to:	Director, Commercial Development & Industry Partnerships F23 Administration Building Level 3, Corner of Eastern Avenue and City Road, The University of Sydney, NSW 2006 Australia Email: cdip@sydney.edu.au Telephone: +61 2 9351 4000
Assignee	Triumph Technology Pty Limited ABN 72 507 775 511
Official notices to:	Dr Ali Fathi T4/125, Number4 Cornwallis Street (National Innovation Centre), Eveleigh NSW 2015 Email: ali.fathi@trumphgal.com Telephone: +61 413 721 939
BACKGROUND	
	A. The parties entered into a Licence Agreement under which the University granted the Assignee a licence to exploit the Licensed IPRs as defined in that agreement. B. The parties agree that, subject to the ongoing commitment of the Assignee to continue to pay royalties and other financial consideration due to the University under the Licence Agreement, the University will assign the Assigned IP to the Assignee on the terms of this deed.
DETAILS	
Effective Date	The date on which this deed has been executed by ALL parties and if executed on different dates, the date on which the last party executes this deed.
Assignment Date	The date that the University receives payment in full and cleared funds of the Issued Costs.
Issued Costs	AU\$61,455.25, being the outstanding Registration Costs properly incurred under the Licence Agreement and known to the parties as at the Effective Date.
Licence Agreement	The agreement entitled "Patent and Technical Information Licence Agreement" entered into between the parties dated 23 September 2015 as referred to in the Background to this deed, and as amended by agreement entitled "Variation Agreement" entered into between the parties dated 20 September 2017.
Note: In this deed, unless indicated otherwise, all capitalised terms in column 1 above have the meaning given in column 2.	

EXECUTED AS A DEED	
The COMMON SEAL of THE UNIVERSITY OF SYDNEY was hereto affixed by us on the <u>16th</u> day <u>January</u> of Two Thousand and <u>Nineteen</u> in pursuance of authority given by the Senate under the University of Sydney (Delegations of Authority - Administrative Functions) Rule 2018	
Acting	 Vice-Chancellor
	 General Counsel
EXECUTED as a deed by Triumph Technology Pty Limited ACN 607 775 511 in accordance with s127(i) of the Corporations Act 2001 (Cth):	
Name of signatory: Director / Sole Director & Secretary (select)	Name of signatory (if any). <u>Director</u> / Secretary (select)
Date:	Date:
Note: By executing this deed each signatory represents that he or she is authorised to sign on behalf of their entity.	

EXECUTED A DEED	
The COMMON SEAL of THE UNIVERSITY OF SYDNEY was hereunto affixed by us on the day of Two Thousand and in pursuance of authority given by the Senate under the University of Sydney (Delegations of Authority - Administrative Functions) Rule 2018	
..... Vice-Chancellor	
..... General Counsel	
EXECUTED as a deed by Triumph Technology Pty Limited ACN 607 775 511 in accordance with s127(1) of the Corporations Act 2001 (Cth):	
 Name of signatory: AG Fellow Director / Sole Director & Secretary (select) Date: 17/12/2018	 Name of signatory (if any): Terene Khoo Director / Secretary (select) Date: 14-12-2018
Note: By executing this deed each signatory represents that he or she is authorised to sign on behalf of their entity.	

GENERAL TERMS

1. REIMBURSEMENT OF REGISTRATION COSTS

- 1.1 The parties acknowledge that the Assignee is responsible for all Registration Costs properly incurred under the Licence Agreement up to and including the Assignment Date (being Issued Costs and WIP).
- 1.2 Notwithstanding any provisions of the Licence Agreement, the Assignee must pay the Issued Costs to the University on the Effective Date.
- 1.3 The parties acknowledge and agree that, as at the Effective Date, there may be WIP that is not yet known to the parties and/or invoiced. Notwithstanding any provisions of the Licence Agreement, the parties agree:
 - (a) If the University receives any WIP Invoice, it will promptly provide a copy to the Assignee and the Assignee must, within the Payment Period, pay this (in full) as directed by the University or, failing direction, directly to the party which is owed money under the WIP Invoice (instead of to the University) in the currency and manner requested (if any) by the WIP Invoice; and
 - (b) If the Assignee receives any WIP Invoice other than as set out in sub-clause 1.3(a) above (for example, directly from the issuer), then it must, within the Payment Period, pay this (in full) directly to the party which is owed money under the WIP Invoice in the currency and manner requested (if any) by the WIP Invoice.
- 1.4 The Assignee must promptly provide proof of payment of a WIP Invoice upon request by the University.
- 1.5 All payments are to be made without set off, deduction or deferment in respect of any demand or claim by the Assignee against the University.
- 1.6 The parties agree that all Registration Costs incurred and/or relating to patent maintenance activities undertaken after the Assignment Date will be subject to clause 8 of this deed.

2. ASSIGNMENT

- 2.1 With effect from the Assignment Date, the University assigns to Assignee all of the University's right, title and interest in and to the Assigned IP including:
 - (a) the absolute right to apply for registration as the sole proprietor of the Assigned IP; and
 - (b) the absolute right to do anything in relation to ownership, protection and use of the Assigned IP, including the right to sue for and recover damages and other relief in relation to any infringement of the Assigned IP, including for the avoidance of doubt, its right to take action for passing off or a contravention of the Australian Consumer Law (or equivalent State or Territory legislation), whether the infringement occurred before, on or after the Effective Date.

3. RESEARCH LICENCE

The Assignee grants the University a non-exclusive, perpetual, irrevocable, free, sub-licensable licence to use the Assigned IP for research, teaching and/or publication purposes.

4. TERMINATION OF LICENCE AGREEMENT

- 4.1 The parties acknowledge and agree that, with effect from the Assignment Date and subject to clause 4.2, the Licence Agreement is terminated in accordance with its terms.
- 4.2 The parties agree the following provisions of the Licence Agreement shall survive termination and continue to apply and bind the parties in respect of the Assigned IP and the ongoing rights and obligations of the parties under this deed:
 - (a) clause 3 and Schedule 2 (Monetary obligations), as necessary to supplement and give effect to the payment provisions set out in Clause 6 (Payments) of this deed;
 - (b) clause 4.5 (Reporting);
 - (c) clause 16 (Interpretation); and

- (d) any other provision explicitly stated in this deed to survive and to continue to bind the parties, or which is necessary to give effect to the ongoing rights and obligations of the parties under this deed.
- 4.3 For the avoidance of doubt, when the above clauses and definitions are applied to this deed and the Assignee's exploitation of the Assigned IP any references to:
 - (a) the Licensee shall be deemed to be references to the Assignee; and
 - (b) Licensed IPRs shall be deemed to be references to the Assigned IP.
- 4.4 Termination of the Licence Agreement will not affect any clause of that agreement that is intended to come into force or continue to apply after its termination regarding each party's rights and obligations under the Licence Agreement.

5. FURTHER ASSURANCES

The University must (at the Assignee's cost and expense) execute all such agreements, documents and instruments as the Assignee reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this deed or to give full force and effect to, or facilitate the performance of, the transactions provided for in this deed.

6. PAYMENTS

- 6.1 As consideration for the assignment of the Assigned IP set out in this deed, from the Assignment Date until the end of the Term, the Assignee must pay to the University the following payments (as will be applicable to its ongoing Exploitation of the Assigned IP):
 - (a) the Annual Licence Fee, by the dates and in the manner set out in the Licence Agreement; and
 - (b) the Royalty (including minimum royalties), by the dates and in the manner set out in the Licence Agreement. For the avoidance of doubt, the parties acknowledge that this includes the royalty payments set out in Schedule 2 of the Licence Agreement (see especially clauses 2 and 5 therein).
- 6.2 The minimum royalty set out in the Licence Agreement (see especially Schedule 2, clause 4 therein) will continue to apply with respect to the Assigned IP, subject to the following clarification:
 - (a) the parties acknowledge that while the licence set out in the Licence Agreement was granted on an exclusive basis provided this minimum royalty was paid, in this deed the right to receive the full minimum royalty is part of the consideration for the assignment of the Assigned IP;
 - (b) while the Licence Agreement provided that failure to meet the Minimum Royalty Payment (as indexed) gave rise to a University right to restructure any licence to be non-exclusive, in this deed the parties agree that the Minimum Royalty Payment is an absolute obligation of the Assignee and that the Assignee must make such additional payments to the University so the Royalties Received are equal to the Minimum Royalty Payment (as indexed); and
 - (c) if the whole or any portion of a Minimum Royalty Payment (as indexed) is not paid in full when due and payable, the unpaid portion of that Minimum Royalty Payment shall be a liquidated debt due and owing by the Assignee to the University.
- 6.3 For the avoidance of doubt, the parties acknowledge and agree that the:
 - (a) Annual Licence Fee will continue to be adjusted as set out in the Licence Agreement;
 - (b) minimum royalty set out in the Licence Agreement will continue to be adjusted as set out in the Licence Agreement; and
 - (c) for the purposes of such adjustments, this deed has not amended or otherwise altered the "Effective Date".

7. TAX

- 7.1 If a supply under this deed is subject to GST and it has not been accounted for in determining the consideration payable for the supply, the supplying party may recover from the receiving party an amount on account of GST equal to the value of the supply calculated in accordance with applicable

GST laws multiplied by the prevailing GST rate. GST is payable at the same time as payment for the supply. The party making the supply must give a tax invoice to the party receiving the supply if it is a taxable supply for GST purposes.

- 7.2 Subject to clause 7.1 (Tax), the Assignee must pay all Taxes imposed on this deed or its subject matter, or payable on any instruments entered under it. The Assignee indemnifies the University against any Loss incurred or suffered by the University as a direct result of the Assignee's breach of this clause.

8. PROSECUTION

- 8.1 For the avoidance of doubt, the parties acknowledge and agree that from the Assignment Date, the Assignee is solely responsible for prosecuting and maintaining registration of the Assigned IP including payment of all Registration Costs.

- 8.2 If the Assignee elects to abandon any of the Assigned IP as filed in any jurisdiction, the Assignee will give the University written notice of its intention to do so at least 45 days prior to the date on which any patent office action needs to be taken to preserve such patent and the University may, by written notice to the Assignee, require that the Assignee assign back to the University all of the Assignee's right, title and interest in such patent.

9. FURTHER RESEARCH

The Assignee will negotiate in good faith to engage the University to provide any further research, testing or technical development activities that the Assignee wishes to obtain from a third party in respect of the Assigned IP, where the University has the necessary skills and resources to carry out the required work. Any such engagement must be documented by separate written contract between the parties on fair commercial terms to be agreed, and is not governed by the terms of this deed.

10. CONFIDENTIALITY

- 10.1 Each party must:

- (a) maintain the secrecy of the other's Confidential Information;
- (b) not use the other's Confidential Information except as required for the performance of this deed; and
- (c) not disclose the other's Confidential Information to any other person other than its Representatives who need to know it in order to perform that party's obligations under this deed and who are under obligations of confidentiality no less stringent than this clause 9 (Confidentiality).

- 10.2 Each party may disclose the other's Confidential Information if required by law but, if possible, must inform the other party first and use reasonable endeavours to limit the terms of that disclosure as reasonably requested. The Assignee accepts that the University may be required to provide access to this deed or details of it under the Government Information (Public Access) Act 2009 or other laws.

11. PUBLIC STATEMENTS

Neither party may make any public statement about this deed, or refer to the other party or its Representatives in any public manner in connection with the subject matter of this deed (including in any press release, capital raising or promotional material) unless required to do so by law or the rules of any relevant stock exchanges, or if it has first obtained the written consent of the other party.

12. PUBLICATION

As a matter of basic academic policy, the University will retain the right to publish in its discretion material relating to the Assigned IP. Prior to publishing, the University will:

- (a) provide a copy to the Assignee for approval at least 30 days before publication, such approval only to be withheld in accordance with clause 12(b) (Publication); and
- (b) if, during those 30 days, the Assignee reasonably requests in writing that the material not be published in the form provided, giving reasons, the University will:

- (i) amend the proposed publication to remove any Confidential Information of the Assignee in accordance with instructions provided by the Assignee; and
- (ii) if requested, delay publication for up to 60 days for the purpose of the Assignee seeking appropriate registration of any Assigned IP that is capable of registration at the Assignee's expense.

13. IMPROVEMENTS

- 13.1 The Assignee must make full disclosure in writing to the University of any improvements, together with associated data and materials, promptly on their identification by the Assignee. For the avoidance of doubt, such disclosure will be Confidential Information of the Assignee.
- 13.2 The Assignee grants the University a non-exclusive, perpetual, irrevocable, free, sub-licensable licence to use the all improvements for research, teaching or publication purposes. For the avoidance of doubt, this licence is in addition to, and does not in any way limit, the licence granted in clause 3 (Research Licence).

14. DISPUTE RESOLUTION

- 14.1 If there is any dispute relating to this deed, before a party may initiate litigation (other than for urgent equitable or interlocutory relief):
 - (a) the affected party must notify the other party with details of the dispute (Dispute Notice);
 - (b) within 10 Business Days of receiving the Dispute Notice, a nominated Representative from each party will meet together and attempt to resolve the dispute;
 - (c) if unresolved within 20 Business Days of receiving the Dispute Notice, the dispute will be escalated to a senior executive of each party who will meet and attempt to resolve the dispute;
 - (d) if still unresolved within 30 Business Days of receiving the Dispute Notice, any of the affected parties may refer the dispute to mediation;
 - (e) if the parties cannot agree on a mediator and terms for mediation within 10 Business Days of referral to mediation, either party may refer the Dispute to the President, Australian Disputes Centre, Sydney to appoint a mediator to mediate the Dispute under the Australian Disputes Centre rules for mediation then in force;
 - (f) the parties will cooperate to enable the mediator to mediate the dispute within 20 Business Days of the mediator's appointment; and
 - (g) the fees of the mediator and venue will be paid by the parties in equal proportion.
- 14.2 This clause 14 (Dispute Resolution) will not affect a party's right to terminate this deed in accordance with this deed or under law.

15. WARRANTIES

- 15.1 Each party warrants that, as at the Effective Date:
 - (a) it has the legal right and power to enter into this deed;
 - (b) the execution and performance of this deed does not breach any contract it has with a third party or its constituent documents.
- 15.2 To the maximum extent permitted by law, the Assignee acknowledges and agrees that:
 - (a) unless expressly stated in this deed, the University does not give any warranties, promises or representations to the Assignee or accept any liability in relation to the Assigned IP or its ongoing Exploitation including, in particular:
 - (i) the safety, quality or performance of the Assigned IP;
 - (ii) the marketability or commercialisation prospects of the Assigned IP, or the profits or revenues that may result from their Exploitation;
 - (iii) the patentability of the Assigned IP, including that any applications for patents will proceed to grant or if granted, will be valid; or

- (iv) the infringement of third party IPRs or any other claims of third parties arising from the Exploitation of the Assigned IP;
- (b) no term, warranty, representation, undertaking or promise of any kind, whether made by the University or by any person on behalf of the University, is binding on the University unless it is expressly stated in this deed; and
- (c) the Assignee and its licensees Exploit the Assigned IP and Products at their own risk.

16. LIABILITY

- 16.1 To the maximum extent permitted by law, neither party is liable to the other party in connection with the subject matter of this deed for any loss or damage suffered or incurred by the other party, however caused (including due to negligence, breach of contract, under indemnities or in equity), that constitutes consequential loss, indirect loss, loss of profits, loss of reputation, loss of bargain or loss of opportunity.
- 16.2 To the maximum extent permitted by law, the University's aggregate liability to the Assignee in connection with the subject matter of this deed for any loss or damage suffered or incurred by the Assignee, however caused (including due to negligence, breach of contract, under indemnities or in equity), is limited to AU\$100,000.00 or the total amounts paid by the Assignee to the University under this deed and the License Agreement (excluding Registration Costs), whichever is the greater.
- 16.3 The parties agree that, to the extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002 (NSW)* and legislation having a similar effect in other states and territories of Australia, in respect of the Assignee, its Representatives or Related Bodies Corporate, is excluded in relation to all and any rights, obligations or liabilities sought to be enforced as a breach of contract, claim in tort or otherwise.
- 16.4 If the *Competition and Consumer Act 2010 (Cth)* or other laws confer certain guarantees, rights or remedies on the Assignee in relation to the supply of any goods or services under this deed, which are not able to be excluded, restricted or modified except in limited circumstances, the University's liability for breach of such a guarantee, right or remedy is limited, at the University's option:
 - (a) in the case of goods, to the replacement of the relevant goods or the supply of equivalent goods; the repair of the relevant goods; the payment of the cost of replacing the relevant goods; or the payment of the cost of having the relevant goods repaired; or
 - (b) in the case of services, to the resupply of the relevant services; or payment of the cost of having the services resupplied.

17. INDEMNITY

- 17.1 The Assignee indemnifies the University and the University's Representatives (each an Indemnified Party) against all Loss that an Indemnified Party sustains or incurs as a direct result of:
 - (a) a breach of this deed by the Assignee; or
 - (b) any action, claim, proceeding or demand (including those brought by third parties) that may be brought against an Indemnified Party or any of them as a result of any act or omission (including negligence, unlawful conduct or wilful misconduct) by or on behalf of the Assignee or any of its representatives or licensees arising from the use of or exploitation of the Assigned IP.
- 17.2 Any Loss claimed under the indemnity in clause 17.1 (Indemnity) will be reduced proportionally to the extent the Losses are directly caused by a breach of this deed by, or a negligent act or omission of, an Indemnified Party.
- 17.3 The University holds the indemnity in clause 17.1 (indemnity) for the benefit of all Indemnified Parties.

18. COMMUNICATION

- 18.1 Any notice or communication given under or about this deed must be:
 - (a) in writing signed by an authorised representative of the sender; and
 - (b) delivered in person, sent by ordinary prepaid post or sent by email to the addressee's email address specified on page 1 of this deed (or later notified by the addressee).

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18.2 A notice given under this deed is taken to be received:

- (a) if delivered personally, on the date it is delivered;
- (b) if sent by ordinary prepaid post, 5 Business Days after posting (or 10 Business Days if sent internationally); or
- (c) if sent by email, on the earlier of:
 - (i) when the sender receives a message (which may be automated) confirming delivery to addressee's email address in its entirety; or
 - (ii) 4 hours after the time sent from the device from which the sender sent the email, unless the sender receives an automated message that delivery failed.

19. ASSIGNMENT

This deed and rights granted under it may not be novated, assigned, disposed of or encumbered by the Assignee without prior written consent of the University, such consent not to be unreasonably withheld. The University will give consent if:

- (a) the proposed transferee does not belong to a class of entities which the University has, in a published policy, undertaken not to do business with (noting assignment to the tobacco industry is not permitted);
- (b) the proposed transferee is reputable, competent, solvent and capable of complying with the Assignee's obligations under this Agreement; and
- (c) the proposed further assignee of this deed enters into a novation agreement with the Assignee and the University in customary form which binds the incoming assignee to the terms and conditions of this deed (and surviving provisions of the Licence Agreement necessary to give effect to this deed), including but not limited to obligations to pay the Annual Licence Fee and the Royalties.

20. GENERAL

- 20.1 This deed consists of these General Terms, the Details and any annexures or schedules incorporated by written reference. It constitutes the entire agreement of the parties and supersedes all previous agreements, understandings and negotiations about its subject matter.
- 20.2 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.
- 20.3 Nothing contained or implied in this deed constitutes a party as the partner, agent or legal representative of the other party for any purpose or creates any partnership, agency or trust, and a party has no authority to bind the other party in any way or to make any representations on its behalf.
- 20.4 If any part of this deed is or later becomes unenforceable, then:
 - (a) those unenforceable parts are deleted from this deed, to the extent that they are unenforceable; and
 - (b) the remaining terms of this deed continue in full force and effect.
- 20.5 A failure or delay in exercise of a right arising from a breach of this deed does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.
- 20.6 Indemnities under this deed are enforceable as debts and are continuing obligations, independent from the other obligations under this deed and continue after this deed ends. It is not necessary for a party to incur expenses or make payment before enforcing a right of indemnity under this deed.
- 20.7 Each party agrees to execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as may be reasonably necessary to give effect to this deed.
- 20.8 This deed may only be amended by written agreement signed by authorised representatives of both parties.
- 20.9 This deed is binding on and for the benefit of the parties, their successors and assigns.

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- 20.10 Subject to clause 1 (Reimbursement), the parties agree to pay their own legal costs and expenses in connection with the preparation, execution and completion of this deed and other related documentation.
- 20.11 This deed may consist of a number of counterparts and the counterparts taken together shall form one and the same agreement.
- 20.12 This deed is governed by the law in force in New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

21. INTERPRETATION

- 21.1 Unless the contrary intention appears, in this deed:

- (a) references to the singular includes the plural and vice versa;
- (b) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (c) references to person or individuals include that person's successors, administrators, executors and assignees;
- (d) "includes" means includes without limitation;
- (e) headings are for convenience only and do not affect interpretation; and
- (f) a reference to any law includes any amendment to, or replacement of, it.

- 21.2 In this deed, any capitalised term which is not otherwise defined in the Details or clause 21.3 below has the same meaning as defined in the Licence Agreement, but as applied to the Assigned IP and the rights and obligations of the Parties under this deed in accordance with clause 4.3.

- 21.3 In this deed, the following expressions have these meanings:

Assigned IP means the registered patents and applications for patents in Annexure A, existing as at the Assignment Date.

Business Day means a day other than:

- (a) a Saturday, Sunday or public holiday in New South Wales, Australia; or
- (b) within the period that the University is closed during December and January each year.

Confidential Information means the terms of this deed and any information received by a party in relation to its subject matter that is marked as, or is by its nature, confidential to the disclosing party, but does not include information which:

- (c) is in or becomes part of the public domain other than through breach of this deed or an obligation of confidence owed to the disclosing party;
- (d) at the time of disclosure by the disclosing party, the receiving party can reasonably prove was already lawfully disclosed to it by a third party who had the right to disclose it on a non-confidential basis; or
- (e) was developed by personnel of the receiving party independently of the disclosure (as shown by its written record).

Details means the details set out in the table at the front of this deed.

Improvement means any development, modification, adaptation, or improvement of the Assigned IP or any Product (or the inventions that are the subject of them) made by, or in respect of which IPRs are acquired by, the Assignee, its sub-contractors or licensees, and their respective employees, consultants or agents, from the commencement date of the Licence Agreement until all registered patents and applications for patents forming part of the Assigned IP are no longer pending or in force.

IPRs means all registered and unregistered rights in relation to present and future copyright, trade marks, designs, know-how, patents, plant varieties, confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

Payment Period means the later of 10 Business Days of receipt by the Assignee of the WIP invoice and the time of payment set out on the WIP invoice (if any).

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Deed of Assignment of Licensed IP

WIP means Registration Costs (properly incurred under the License Agreement) relating to the period up to and including the Assignment Date other than Issued Costs, and includes legal and patent attorney work-in-progress fees, expenses and disbursements.

WIP Invoice means a tax invoice, or other form of written payment request or receipt, for WIP.

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Annexure A – Patents*

CBIP Reference	Country	Application No.	Patent No.	Title	Inventors	Status	Expiry date
2011-037-PRO-0	Provisional Australia	2011905293		Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Expired	
2011-037-PCT-0	PCT	PCT/AU2012/001593		Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Expired	
2011-037-US-0	US	14366,663	9,545,235	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-CH-0	Switzerland	EP12859931.0	EP2794701	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-CZ-0	Czech Republic	EP12859931.0	EP2794701	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-DE-0	Germany	EP12859931.0	EP2794701	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-DK-0	Denmark	EP12859931.0	EP2794701	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-ES-0	Spain	EP12859931.0	EP2794701	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-FI-0	Finland	EP12859931.0	EP2794701	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-FR-0	France	EP12859931.0	EP2794701	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-GB-0	United Kingdom	EP12859931.0	EP2794701	Peptide-hydrogel composite	Fariba Denghani, Hua Wei, Suzanne Minieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032

CAIP Reference	Country	Application No.	Patent No.	Title	Inventors	Status	Expiry date
2011-037-NO-0	Norway	EP12859961.0	EP2794701	Peptide-hydrogel composite	Fariba Dehghani, Hua Wei, Suzanne Mithieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-SW-0	Sweden	EP12859961.0	EP2794701	Peptide-hydrogel composite	Fariba Dehghani, Hua Wei, Suzanne Mithieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2011-037-TK-0	Turkey	EP12859961.0	EP2794701	Peptide-hydrogel composite	Fariba Dehghani, Hua Wei, Suzanne Mithieux, Anthony Weiss, Ali Fathi	Granted	19.12.2032
2014-040-PRO-0	Australia Provisional	2015003552		Bioactive polymer for bone regeneration	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux	Inactive	01.09.2016
2014-040-PCT-0	PCT	PCT/AU2016/050817		Bioactive polymer for bone regeneration	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux		01.03.2019
2014-040-AU-0	Australia	2016314146		Bioactive polymer for bone regeneration	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux	Pending	31.08.2036
2014-040-EP-0	Europe	16840416.8		Bioactive polymer for bone regeneration	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux	Pending	31.08.2036
2014-040-JP-0	Japan	2018-529692		Bioactive polymer for bone regeneration	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux	Pending	31.08.2036
2014-040-US-0	US	15753,356		Bioactive polymer for bone regeneration	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux	Pending	31.08.2036
2015-015-PRO-0	Australia Provisional	2015002943		Antiseptic polymer and synthesis thereof	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux	Inactive	24.05.2016
2015-015-PCT-0	PCT	PCT/AU2016/050553		Antiseptic polymer and synthesis thereof	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux		24.01.2019
2015-015-AU-0	Australia	2016301103		Antiseptic polymer and synthesis thereof	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux	Pending	22.07.2036
2015-015-EP-0	Europe	16826460.8		Antiseptic polymer and synthesis thereof	Ali Fathi, Fariba Dehghani, Anthony Weiss, Suzanne Mithieux	Pending	22.07.2036

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CBP Reference	Country	Application No.	Patent No.	Title	Inventors	Status	Expiry date
2015-015-JP-0	Japan	2018-503460		Antiseptic polymer and synthesis thereof	All Fathi, Fariba Daghiani	Pending	22.07.2036
2015-015-US-0	US	15746,810		Antiseptic polymer and synthesis thereof	All Fathi, Fariba Daghiani	Pending	23.07.2036

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