

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5536553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OTAGO INNOVATION LIMITED	10/04/2018
RECEIVING PARTY DATA	
Name:	UBIQUITOME LIMITED
Street Address:	147 QUAY STREET
Internal Address:	HEIMSATH ALEXANDER
City:	AUCKLAND
State/Country:	NEW ZEALAND
Postal Code:	1010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14383468
CORRESPONDENCE DATA	
Fax Number:	(801)478-0076
<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:	8014780071
Email:	docket@mocclaw.com
Correspondent Name:	JULIE K. MORRISS
Address Line 1:	4505 S. WASATCH BLVD., SUITE 270
Address Line 4:	SALT LAKE CITY, UNITED STATES 84124
ATTORNEY DOCKET NUMBER:	6388.UBL.PC.US
NAME OF SUBMITTER:	JULIE K. MORRISS
SIGNATURE:	/Julie K. Morriss/
DATE SIGNED:	05/22/2019
Total Attachments: 5	
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OTAGO INNOVATION LIMITED

UBIQUITOME LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

PARTIES

OTAGO INNOVATION LIMITED, a New Zealand company whose registered office is located at the Centre for Innovation, 87 St David Street, PO Box 56, Dunedin (**Assignor**)

UBIQUITOME LIMITED, a New Zealand company whose registered office is located at Heimsath Alexander, 147 Quay Street, Auckland 1010 (**Assignee**)

INTRODUCTION

- A. The Assignor and Assignee are parties to the ASP. Under the ASP the Assignor agreed to assign to the Assignee the Vendor's IP Rights.
- B. The Assignor now assigns the Vendor's IP Rights to the Assignee subject to the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following terms will have the following meanings:

ASP means an Agreement for Sale and Purchase of Patents and Know-How entered into between the Assignor and Assignee and dated on or about 28 September 2018; and

Vendor's IP Rights:

- (a) has the meaning given to that term in the ASP; and
- (b) includes the patents and patent applications listed in the Schedule to this deed.

2. ASSIGNMENT

- 2.1 **Assignment:** For the consideration payable under the ASP, and in further consideration of the amount of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor assigns to the Assignee absolutely all of the Assignor's rights, title and interest in and to the Vendor's IP Rights.
- 2.2 **Rights of action:** The assignment effected by clause 2.1 includes the assignment and transfer of:
 - (a) the right to sue for damages for infringement or misuse of the Vendor's IP Rights; and
 - (b) all other rights of action, powers, legal and equitable remedies, and benefits arising from ownership of the Vendor's IP Rights,in relation to all causes of action arising before, on or after the date of this deed.

3. FURTHER ACTIONS

3.1 If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to the assignment in this deed and to enable the Assignee to prosecute, maintain, renew, enforce and defend the Vendor's IP Rights.

4. GENERAL

4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.

4.2 Counterparts:

- (a) This deed may be executed in any number of counterparts (including facsimile or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
- (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.

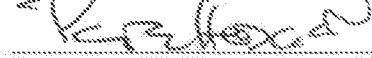
4.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

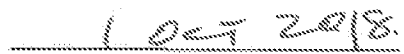
OTAGO INNOVATION LIMITED by:



Signature of Director



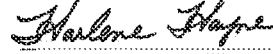
Name of Director



Date

4 October 2018

Signature of Director



Name of Director

Professor Harlene Hayne

Date

UBIQUITOME LIMITED by:

Signature of Director

Name of Director

Date

Signature of Director

Name of Director

Date

SCHEDULE
PATENTS AND PATENT APPLICATIONS

Country	IP #	Title
US	14/383,468	Portable Device for Detecting Molecule(s)
EP	13757679.9	Portable Device for Detecting Molecule(s)
IN	8337/DELNP/2014	Portable Device for Detecting Molecule(s)
US	14/773,077	Reaction Vessel Holder and Molecule Detection Device
EP	14760298.1	Reaction Vessel Holder and Molecule Detection Device