

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5617215

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEE YONG LIM	12/13/2016
NGOC MINH NGUYEN	12/13/2016
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF WESTERN AUSTRALIA
Street Address:	35 STIRLING HIGHWAY
City:	CRAWLEY, WESTERN AUSTRALIA
State/Country:	AUSTRALIA
Postal Code:	6009
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16461652
CORRESPONDENCE DATA	
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<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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Correspondent Name:	HOWSON & HOWSON LLP
Address Line 1:	350 SENTRY PARKWAY
Address Line 2:	BUILDING 620, SUITE 210
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ATTORNEY DOCKET NUMBER:	WRA102
NAME OF SUBMITTER:	COLLEEN M. SCHALLER
SIGNATURE:	/Colleen M. Schaller/
DATE SIGNED:	07/15/2019
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AND INVENTOR AND CONTRIBUTOR REVENUE SHARING AGREEMENT

This Agreement is made the 15th day of December 2016

BETWEEN

THE UNIVERSITY OF WESTERN AUSTRALIA a body corporate established pursuant to the provisions of the *University of Western Australia Act 1911* (Western Australia), of 35 Stirling Highway, Crawley, Western Australia 6009 ("**UWA**"), and

Lee Yong Lim of 15 Suelex Street, Willetton, WA 6155 and
Ngoc Minh Nguyen of 11 Law Street, Morley, WA 6062

together referred to as ("**the Inventors**"); and

"not applicable"

together referred to as ("**the Contributors**");

RECITALS

- A. The Inventors and Contributors have created or contributed to the invention described in Item 1 of the Schedule ("**the Invention**").
- B. The Inventors and Contributors are entitled to revenues in accordance with the provisions of the University Intellectual Property Policy defined as passed by Senate in April 2014 ("**the Policy**").
- C. To enable development and commercialisation of the Invention to take place, the Inventors, Contributors and UWA now desire to enter into this Agreement.

IT IS AGREED THAT:

1. ASSIGNMENT BY INVENTORS AND CONTRIBUTORS

- 1.1 For the better management and commercialisation of the Invention, in consideration of UWA providing the necessary efforts and costs incurred in protecting, managing and commercialising the Invention, and in order for UWA to have certainty in returning to the Inventors and Contributors a share of any consequent revenue generated as outlined in Clauses 3 and 4 below, the Inventors and Contributors hereby assign their entire right, title, and interest in the Invention to UWA.
- 1.2 The Inventors and Contributors declare that they have no remaining or residual intellectual property rights in the Invention save for moral rights reserved pursuant to the Policy and rights of publication as may be negotiated with the Third Parties.
- 1.3 The Inventors and Contributors hereby grant to UWA a perpetual, free, world-wide, non-exclusive and transferable licence to use those rights reserved pursuant to clause 1.3

hereof for the purpose of commercialisation and related documentation without limitation.

2. WARRANTIES

The Inventors and Contributors severally warrant that:

- a) they are the only inventors of or contributors to the Invention;
- b) they are unaware of any prior agreement which impacts on the ownership of the Invention;
- c) the Invention is original to them and does not, to their knowledge, infringe intellectual property rights in any other person's works; and
- d) they will perform such acts and execute such documents as may be necessary or expedient to give effect to the Policy and this Agreement.

3. PAYMENTS BY UWA

In consideration of the above assignment UWA will pay to the Inventors and Contributors a share of net revenue UWA will receive from the commercialisation of the Invention pursuant to the Policy as detailed below:

<u>Cumulative Net Revenue</u>	<u>Originator</u>	<u>Retained by UWA</u>
Up to \$100,000	85%	15%
Over \$100,000	50%	50%

4. SHARING OF REVENUE

The revenue received by the Inventors and Contributors from UWA in respect of the commercialisation of the Invention shall be shared between the Inventors and Contributors, according to the percentage shares specified opposite their names in Item 2 of the Schedule.

5. NO FURTHER CLAIMS

The Inventors and Contributors, in consideration of this Agreement, shall make no further claims on UWA or any assignee or licensee of the Invention or each other in respect of revenues derived through any use or commercialisation of the Invention.

6. PAYMENT TO SUSPEND ON ALLEGED BREACH

If UWA is informed by an entity commercialising the Invention that any term of this Agreement has been breached then payments under this Agreement shall be suspended while any resulting losses and UWA's legal position is evaluated. Any legal costs resulting from such a breach or alleged breach shall be deducted from net revenue on an indemnity basis.

7. PAYMENTS TO CEASE ON PROVEN BREACH

In the event that any such breach is proven to have occurred, then payments under this Agreement shall cease until:

- (a) UWA is satisfied that the commercialising entity does not intend to take any action based upon such breach; and
- (b) UWA has determined the amount of its liability, if any, to the commercialising entity and the sum thereof and consequential costs and losses has been recovered in full.

8. DUTIES OF INVENTORS AND CONTRIBUTORS

In consideration of payments made under this Agreement, the Inventors and Contributors agree to exercise all reasonable care with regard to observing all obligations including confidentiality required of UWA under any commercialisation agreement, and each of them agree to use best efforts to ensure the same observance by other members of their research team.


9. SEVERANCE



If any provision of this Agreement is judicially determined to be unenforceable or void then the remaining provisions shall be remain in full force and effect



10. COUNTERPARTS

This Agreement may be signed in counterparts.

SIGNED as an agreement.

SIGNED for and on behalf of THE UNIVERSITY OF WESTERN AUSTRALIA By its duly authorised signatory:	
Signature:	
Name:	Professor Robyn Owens
Title:	Deputy Vice-Chancellor (Research) The University of Western Australia
Date:	15 DEC 2016

SIGNED by Lee Yong Lim		Witnessed by:	
Signature:		Signature:	
Name:	LEE YONG LIM	Name:	SUSAN PECK
Date:	13/12/16	Occupation:	ADMIN OFFICER
		Address:	C/- UWA SCHOOL OF MEDICINE & PHARMACOLOGY

SIGNED by Ngoc Minh Nguyen		Witnessed by:	
Signature:		Signature:	
Name:	NGOC MINH NGUYEN	Name:	SUSAN BEEL
Date:	13/12/16	Occupation:	ADMIN OFFICER
		Address:	C1 - SCHOOL OF MEDICINE & PHARMACOLOGY UWA

SCHEDULE

Item 1

The technology as described in the UWA Invention disclosure #ID1628 entitled "Development and clinical evaluation of palatable chocolate-based drug formulations to achieve optimised health outcomes for paediatric population", and Australian Provisional patent application #2016904727, entitled "Taste Masking Product" filed on 18 November 2016 and its associated patent family and all directly related supporting intellectual property.

Item 2

Names of Inventor / Contributor

Percentage Shares

Lee Yong Lim

50%

Ngoc Minh Nguyen

50%