

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5676649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAURA ELIZABETH DOWNIE	06/18/2019
RECEIVING PARTY DATA	
Name:	THE UNIVERSITY OF MELBOURNE
Street Address:	THE UNIVERSITY OF MELBOURNE
City:	VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16286637
CORRESPONDENCE DATA	
Fax Number:	
<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:	925-251-6677
Email:	spaladini@coopervision.com
Correspondent Name:	COOPERVISION, INC.
Address Line 1:	5870 STONERIDGE DR.
Address Line 2:	SUITE 1
Address Line 4:	PLEASANTON, CALIFORNIA 94588
ATTORNEY DOCKET NUMBER:	C0003US
NAME OF SUBMITTER:	SHANNON PALADINI
SIGNATURE:	/shannon paladini/
DATE SIGNED:	08/20/2019
Total Attachments: 14	
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Details

Date

18 June 2019

Parties	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) (University)
	Dr. Laura Elizabeth Downie of 9 Locksley Road Ivanhoe Victoria 3079 Australia (Assignor)
Background	<p>A. The Assignor has contributed to the development of the Technology as an employee of the University.</p> <p>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 time of creation of the Technology.</p> <p>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.</p> <p>D. The University and the Assignor wish to record their understanding in accordance with this Deed</p>

Agreed terms

1. Commencement

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

2. Acknowledgements and Assignment

(a) The Assignor acknowledges that any and all rights (including Intellectual Property Rights) subsisting in the Technology, to the extent that the Assignor contributed to the development of the Technology, vest in the University immediately upon creation pursuant to the Assignor's contract of employment and the University Statute.

(b) To the extent that the Assignor retains or continues to hold any right, title or interest in the Technology (including future Intellectual Property Rights developed directly in connection with the prosecution of Patents or otherwise in connection with the protection of

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the Invention), the Assignor assigns to the University all such right, title and interest, including:

- (i) the absolute right to apply for registration as the proprietor of any Intellectual Property Rights subsisting in the Technology anywhere in the world;
 - (ii) 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; and
 - (iii) all physical property rights in the Materials.
- (c) 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 this clause 2.
- (d) If, at any time on or after the Commencement of this Deed, the Assignor becomes aware of any fact which may affect the University's rights in the Technology, the Assignor must promptly notify the University in writing of the relevant particulars, including if the Technology may infringe the Intellectual Property Rights of, or require a licence from, any other person.

3. Share of Commercialisation Proceeds

(a) Unless the Technology is licensed or assigned by the University to a third party in which the Assignor holds any equity interest (including shares), the University agrees to pay to the Assignor in accordance with the University Statute a portion of the Net Proceeds of Commercialisation received by the University. The University will apportion the Net Proceeds of Commercialisation according to the following distribution:

- (i) 40% to the creators of the Technology (including the Assignor);
- (ii) 40% to the creators' academic division(s) on a pro rata basis; and
- (iii) 20% to the University.

(b) If the Assignor holds or has been offered any equity interest (including shares) in a third party which the Assignor knows, or ought reasonably to know, that the University:

- (i) has licensed or assigned the Technology; or
- (ii) is in negotiations to license or assign the Technology, then the Assignor must disclose the equity interest to the University as soon as possible.

(c) If clause 3(a) applies, the Assignor will be entitled to a portion of 40% of Net Proceeds of Commercialisation. The portion will be agreed between the Assignor and the University and recorded in an "Apportionment of Proceeds of Commercialisation Form" (Apportionment Form) issued by the University's Intellectual Property Manager in respect of the Technology.

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4. Confidentiality

- (a) To the extent that the Technology is not in the public domain as at the Commencement of this Deed, the Assignor agrees to maintain the confidentiality of the Technology until the Technology becomes part of the public domain (other than by Assignor's unauthorised disclosure). The Assignor must not disclose the Technology without the University's prior written consent, and if the Assignor wishes to publish any publication in relation to the Technology, the Assignor must cooperate with the University to ensure that such publication will not harm any interest that the University has in the Technology (including the Patents).
- (b) Except as expressly provided in clause 4(a) above, nothing in this Deed will prevent the Assignor from using personal knowledge and skills developed in connection with the Technology in the future.

5. Assignor's Warranties, Consent and Indemnity

5.1 Personal Legal Obligations and Independent Legal Advice

The Assignor:

- (a) acknowledges that this Deed places personal legal obligations on the Assignor; and
- (b) warrants to the University that the Assignor has:
- (i) received independent legal advice in relation to this Deed and the personal legal obligations created by it; or
- (ii) has decided not to obtain independent legal advice.

5.2 Intellectual Property

To the best of the Assignor's knowledge as at the Commencement of this Deed, the Assignor warrants to the University that:

- (a) to the extent that the Assignor assigns any right, title or interest in or to Intellectual Property Rights in clause 2(b), the Assignor is a legal and beneficial owner of the Intellectual Property Rights subsisting in the Technology;
- (b) the Intellectual Property Rights subsisting in the Technology do not infringe the Intellectual Property Rights of any other person, except to the extent expressly notified to the University before the Commencement of this Deed;
- (c) the Assignor has:
- (i) 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;
- (ii) not knowingly granted any licences or Encumbrances in relation to the Intellectual Property Rights subsisting in the Technology;

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(iii) not received any notice of any Claim in respect of the Technology or the Intellectual Property Rights subsisting in the Technology that the Assignor has not notified to the University;

(iv) notified the University of 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;

(v) 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;

(vi) notified the University of any other person or party that contributed to the development of the Technology; and

(vii) 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 Moral Rights

The Assignor consents 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 Assignor's Indemnity

The Assignor indemnifies the University against any Claims arising out of or in connection with any negligent or deliberate breach by the Assignor of the warranties or undertakings contained in clause 5.

6. Notices

(a) Notices must be signed by a duly authorised person of the party sender and sent to the other party's address specified in Item 1 of Schedule 1.

(b) Notices to or by a party are deemed to be given by the sender and received by the addressee as follows:

(i) if by hand, when delivered to the addressee;

(ii) if by domestic post, 3 Business Days from and including the date of postage;

(iii) if by international post, 10 Business Days from and including the date of postage;

(iv) if by email, when an emailed notice is acknowledged by the recipient personally (that is, not by any automatically generated system email); or

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(v) if by facsimile, when transmitted to the addressee;

provided that if by electronic transmission on a day which is not, or is after 5.00pm (addressee's time) on, a Business Day, then on the next Business Day.

7. General

(a) This Deed is governed by the laws of the State of Victoria, Australia. The parties submit to the jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts.

(b) This Deed constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written representations and agreements.

(c) This Deed may only be amended or replaced or novated by another document signed by the parties.

(d) Each party must pay its own costs in connection with the entry into this Deed and compliance with its terms.

(e) A party's failure to exercise or delay in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy and does not preclude the future exercise of that right, power or remedy. To be effective, a waiver of a right, power or remedy must be in writing and signed by the party granting the waiver.

(f) If any provision or part provision of this Deed is invalid or unenforceable, such provision will be deemed deleted but only to the extent necessary and the remaining provisions of this Deed will remain in full force and effect.

(g) This Deed may be executed in counterparts, each of which will be an original (and any electronic copy of same will be deemed to be an original), and all executed counterparts will be taken together to constitute one document.

8. Defined terms and interpretation

8.1 Defined terms

In this Deed:

Business Day means a day that is not a Saturday, Sunday or a University holiday as indicated on the University calendar as amended from time to time.

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 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;

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(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, together with any schedules or annexures and any amendments made in accordance with this deed.

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 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 Item 2 of Schedule 1.

Materials means any physical, electronic, mechanical, biological or chemical materials (including any tissue, blood or other biospecimen, or any software) comprised in, developed in connection with, or necessary for the exercise of, the Invention or containing any Technical Information.

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

Net Proceeds of Commercialisation means the total of net proceeds received by the University from the Commercialisation of the Intellectual Property Rights subsisting in the Technology following deduction of any expenses incurred by or on behalf of the University in

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respect of the development, protection and Commercialisation of the Intellectual Property Rights subsisting in the Technology.

Notice means any notice, demand or consent given or made under this Deed.

Patents mean the patents and patent applications claiming and/or relating to the Invention, including the patent described in Item 3 of Schedule 1 (if any), 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 all unpatented technical and other information relating to the Invention developed by the Assignor which is necessary for or useful to the Commercialisation of the Invention existing as at the effective date of this Deed or developed directly in connection with the prosecution of Patents or otherwise in connection with the protection of the Invention in the future, including data, formulae, specifications, methodologies and techniques, procedures for experiments and tests, and information relating to the design, assembly, manufacture, supply or use of any Products or Materials.

Technology means the Invention together with any Patents, Materials and Technical Information.

University Statute means any and all statutes made under the Melbourne University Act 1958 (Vic) or the University of the Melbourne Act 2009 (VIC) from time to time, and includes the statute described as such in Item 4 of Schedule 1.

8.2 Interpretation

In this Deed, except where the context requires otherwise:

- (a) the singular includes the plural and vice versa and reference to any gender includes all genders;
- (b) headings are for convenience only and do not affect interpretation;
- (c) any word of limitation such as 'including', and any other similar expression, is to be read with the words 'but not limited to' immediately after;

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- (d) a reference to:
- (i) a clause, paragraph, schedule, attachment or annexure is a reference to this Deed, and a reference to this Deed includes any schedule, attachment or annexure;
 - (ii) a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - (iii) AUD, A\$, \$A, dollar, or \$ is the Australian currency and all amounts payable under this Deed are payable in Australian currency;
 - (iv) a party includes its agents, employees, invitees, officers, permitted successors, transferees and assigns;
 - (v) time is to time in Melbourne, Australia;
 - (vi) "writing" includes an email or facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
 - (vii) a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency, or other entity;
 - (viii) "GST", "input tax credit," "recipient", "supply", "tax invoice" and "taxable supply" is a reference to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (ix) legislation, regulation, statute, ordinance, code or other law includes regulations and any other instrument under it and consolidations, amendments, re-enactments or replacements;
- (e) any agreement, representation, warranty, or indemnity by two or more parties (including where two or more persons are included in the same defined term) is for the benefit of each of them jointly and each of them separately;
- (f) if a day on, or by which, an obligation must be performed, or an event must occur, is not a Business Day, the obligation must be performed, or the event must occur on the next Business Day; and
- (g) no rule of interpretation may be applied to the disadvantage of a party if that party was responsible for drafting the Deed or clause.

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Schedule 1 – Details

Item 1
Notices

University

Name: The University of Melbourne
Attention: Intellectual Property Manager
Address: Level 5, Alan Gilbert Building, 161 Barry Street,
The University of Melbourne, VIC 3010
Email: IP-Mailbox@unimelb.edu.au
Phone: [+61 3 9035 5231]

Assignor

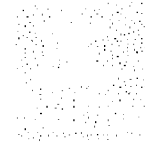
Name: Dr. Laura Elizabeth Downie
Address: 9 Locksley Road Ivanhoe Victoria 3079 Australia
Email: ldownie@unimelb.edu.au
Phone:

Item 2
Invention

UoM Tech ID 2017-049 entitled Identification of contact lens wearers predisposed to contact lens discomfort
Methods and devices to identify contact lens wearers predisposed to contact lens discomfort. The methods and devices involve obtaining a tear film sample from a person and determining an amount of interleukin-17A present in the tear film sample.

A method of determining a predisposition to symptomatic contact lens wear in a patient, said method comprising:
a) optionally determining a baseline concentration of interleukin-17A (IL-17A) in a non-stimulated tear sample of the patient;
b) delivering a stimulus to sensory neurons of a cornea of the patient to produce a stimulated tear sample in the patient;

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- c) determining a concentration of IL-17A in the stimulated tear sample; and
- d) classifying the patient as being predisposed to symptomatic contact lens wear if
 - i) the concentration of IL-17A in the stimulated tear sample is at or above a cut-off value predetermined to be associated with a predisposition to symptomatic contact lens wear, and/or
 - ii) the concentration of IL-17A in the stimulated tear sample is higher than the baseline concentration of IL-17A.

A method of determining a predisposition to asymptomatic contact lens wearer in a patient, said method comprising:

- a) determining a baseline concentration of IL-17A in a non-stimulated tear sample of the patient;
- b) delivering a stimulus to sensory neurons of a cornea of the patient to produce a stimulated tear sample in the patient;
- c) determining a concentration of IL-17A in the stimulated tear sample; and
- d) classifying the patient as predisposed to being an asymptomatic contact lens wearer if the concentration of IL-17A in the stimulated tear sample is less than 150% of the baseline concentration of IL-17A.

A kit for determining a predisposition for symptomatic contact lens wear in a patient, said kit comprising an antibody that specifically binds to IL-17A, wherein a high risk of symptomatic contact lens wear is determined using the kit if the concentration of IL-17A in a stimulated tear sample of the patient is higher than a cut-off value predetermined to be associated with symptomatic contact lens wear.

A kit for determining a predisposition for asymptomatic contact lens wear in a patient, said kit comprising an antibody that specifically binds to IL-17A, wherein a predisposition for asymptomatic contact lens wear is determined using the kit if the concentration of IL-17A in a stimulated tear sample of the

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patient is lower than the concentration of IL-17A in a non-stimulated tear sample of the patient.

Use of an antibody that specifically binds IL-17A in the manufacture of a device for the diagnosis of predisposition to symptomatic contact lens wear in a patient.

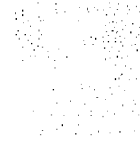
A method for selecting a treatment for a patient in need of vision correction, said method comprising:

- a) optionally determining a baseline concentration of interleukin-17A (IL-17A) in a non-stimulated tear sample of the patient;
- b) delivering a stimulus to sensory neurons of a cornea of the patient to produce a stimulated tear sample in the patient;
- c) collecting the stimulated tear sample;
- d) determining a concentration of IL-17A in the stimulated tear sample; and
- e) prescribing the patient a treatment for preventing or reducing discomfort associated with contact lens wear when
 - i) the concentration of IL-17A in the stimulated tear sample is at or above a cut-off value predetermined to be associated with a predisposition to symptomatic contact lens wear, and/or
 - ii) the concentration of IL-17A in the stimulated tear sample is higher than the baseline concentration of IL-17A.

A method for treating a patient in need of vision correction, said method comprising:

- a) optionally determining a baseline concentration of interleukin-17A (IL-17A) in a non-stimulated tear sample of the patient;
- b) delivering a stimulus to sensory neurons of a cornea of the patient to produce a stimulated tear sample in the patient;
- c) collecting the stimulated tear sample;

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- d) determining a concentration of IL-17A in the stimulated tear sample; and
- e) providing a prescription to the patient for treatment for preventing or reducing discomfort associated with contact lens wear when
 - i) the concentration of IL-17A in the stimulated tear sample is at or above a cut-off value predetermined to be associated with a predisposition to symptomatic contact lens wear, and/or
 - ii) the concentration of IL-17A in the stimulated tear sample is higher than the baseline concentration of IL-17A.

A method for treating a patient in need of vision correction, said method comprising:

- a) optionally determining a baseline concentration of interleukin-17A (IL-17A) in a non-stimulated tear sample of the patient;
- b) delivering a stimulus to sensory neurons of a cornea of the patient to produce a stimulated tear sample in the patient;
- c) collecting the stimulated tear sample;
- d) determining a concentration of IL-17A in the stimulated tear sample and whether the concentration is at or above a cut-off value predetermined to be associated with a predisposition to symptomatic contact lens wear, and/or whether the concentration of IL-17A in the stimulated tear sample is higher than the baseline concentration of IL-17A, and if so, then
- e) providing prescribed contact lenses to the patient for the vision correction and administering a neuropathic agent, an anti-inflammatory agent, a wetting eye drop, or any combinations thereof or providing prescribed spectacle lenses to the patient for the vision correction.

Item 3 United States of America 62/640091 filed on 8 March 2018 entitled
Patent Identification of contact lens wearers predisposed to contact lens discomfort
Patent Cooperation Treaty PCT/GB2019/050624 filed on 08/03/2019
entitled Identification of contact lens wearers predisposed to contact lens
discomfort

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Item 4 University of Melbourne Statute which commenced on 21 July 2016.
University
Statute

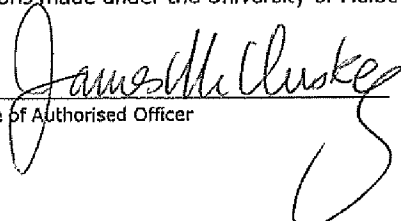
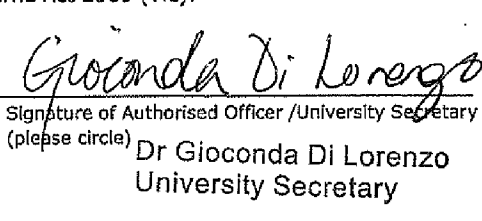
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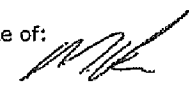
Signing Page

Executed as a Deed

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):

 _____ Signature of Authorised Officer	 _____ Signature of Authorised Officer / University Secretary (please circle) Dr Gioconda Di Lorenzo University Secretary
_____ Name of Authorised Officer (print)	_____ Name of Authorised Officer / University Secretary (print)
<u>18/6/2019</u> _____ Date	<u>18/6/2019</u> _____ Date

SIGNED SEALED AND DELIVERED by Assignor in the presence of:

 _____ Signature of Assignor	 _____ Signature of Witness
<u>Laura Downie</u> _____ Name of Assignor (print)	<u>MICHAEL PIANTA</u> _____ Name of Witness (print)
<u>28th May 2019</u> _____ Date	