

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5910946

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GREY INNOVATION PTY LTD	02/09/2016
RECEIVING PARTY DATA		
Name:	TALI HEALTH PTY LTD	
Street Address:	LEVEL 10, 446 COLLINS STREET	
City:	MELBOURNE, VICTORIA	
State/Country:	AUSTRALIA	
Postal Code:	3000	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15563423
CORRESPONDENCE DATA		
Fax Number:	(312)977-4405	
<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:	(312) 425-8513	
Email:	lpokorny@nixonpeabody.com	
Correspondent Name:	DANIEL J. BURNHAM	
Address Line 1:	NIXON PEABODY LLP	
Address Line 2:	70 WEST MADISON STREET, SUITE 3500	
Address Line 4:	CHICAGO, ILLINOIS 60602	
ATTORNEY DOCKET NUMBER:	743414-700012USPX	
NAME OF SUBMITTER:	DANIEL J. BURNHAM	
SIGNATURE:	/Daniel J. Burnham - Reg. No. 39,618/	
DATE SIGNED:	01/14/2020	
Total Attachments: 4		
source=743414-700012USPX_-_DeedofAssignment#page1.tif		
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DEED OF ASSIGNMENT

Date 9 February 2016

By

Grey Innovation Pty Ltd ACN 083 304 214 of 255 Mary Street, Richmond, Victoria 3121
(Assignor)

In favour of

TALI Health Pty Ltd ACN 600 516 550 c/- Jeffrey Thomas & Partners, Level 10, 446 Collins Street
Melbourne VIC 3000 (Assignee)

Background

- A. The Assignor and Monash University are the applicants of the Patent Applications.
- B. The Assignor has agreed to assign to the Assignee and the Assignee wishes to take an assignment of all of the Assignors' right, title and interest in the Patent Applications on the terms and conditions set out in this Deed.

AGREED TERMS

1. Definitions

In this Deed, unless the context indicates otherwise the following words and phrases mean:

Inventions mean all inventions that are the subject of the Patent Applications.

Patent Applications means all of the Assignors' right, title and interest in:

- (a) Australian provisional Patent Applications number 2015901174 titled "*System and process for cognitive assessment and training*"; and
- (b) International Patent Applications number PCT/AU2015/050146 titled "*System and process for cognitive assessment and training.*"

2. Assignment

In consideration of the payment by the Assignee to the Assignor of the sum of \$1.00 (GST exclusive) (receipt of which is hereby acknowledged) the Assignor assigns to the Assignee:

- (a) the benefit of the Patent Applications and all rights arising from them;
- (b) all corresponding rights obtainable in respect of the Inventions; and
- (c) all rights, powers, liberties and immunities associated therewith.

3. Warranties

The Assignor warrants that:

- (a) neither the execution of this Deed nor the performance by the Assignor of its obligations will cause the Assignor to be in breach of any agreement to which it is a party or is subject;
- (b) the Patent Applications are currently subsisting; and
- (c) the Assignor has right and title to the Patent Applications.

4. Further acts

- (a) The Assignor hereby appoints the Assignee as its ' attorney to do all acts and execute all documents on behalf of the Assignor to the extent necessary to vest the rights in the Assignee as contemplated by this Deed.
- (b) The Assignor agrees to execute all such further documents and do all such further acts necessary to effect the assignment under clause 1, including the delivery to the Assignee of a duly completed 'Request to amend Ownership Details of an Application or Patent' in the form of Annexure 1

5. No further claims

The Assignor acknowledges that upon execution of this Deed the Assignor has no further rights to the rights and benefits under the Agreement and will make no further claim of whatsoever nature for monetary compensation or otherwise against the Assignee in relation to the Agreement or the past or future exercise of rights or benefits under the Agreement by the Assignee.

6. General

6.1 Governing Law and jurisdiction

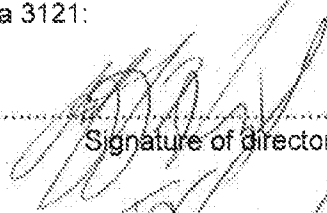
- (a) This Deed is governed by and must be construed in accordance with the laws in force in the State of Victoria.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.

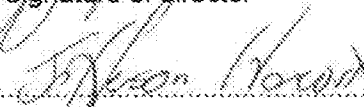
6.2 Counterparts


If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

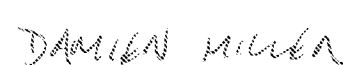
EXECUTED as a deed

Executed by Grey Innovation Pty Ltd ACN)
 083 304 214 of 255 Mary Street, Richmond,)
 Victoria 3121:)
)
)

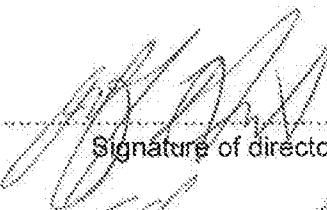
.....

 Signature of director



 Name (please print)

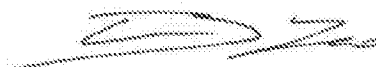
.....

 Signature of company secretary


 Name (please print)

Executed by TALI Health Pty Ltd ACN 600)
 516 550 in accordance with section 127(1) of)
 the Corporations Act 2001 (Cth):)
)
)

.....

 Signature of director


 Name (please print)

.....

 Signature of director or company secretary*
 *delete whichever does not apply

 Benjamin Yeo
 Name (please print)

**Annexure 1 - IP Australia Request to Amend Ownership Details for an
Application for Patent Form**