

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6158916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEWSOUTH INNOVATIONS PTY LIMITED	12/15/2016
UNIVERSITY OF NEW SOUTH WALES	12/15/2016
RECEIVING PARTY DATA	
Name:	NEIL RUSSELL FOSTER
Street Address:	12C BRIGID ROAD
City:	SUBIACO
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8389013
CORRESPONDENCE DATA	
Fax Number:	(650)938-5200
<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>	
Email:	areduta@fenwick.com
Correspondent Name:	GLENN J. FOULDS
Address Line 1:	801 CALIFORNIA STREET
Address Line 2:	FENWICK & WEST LLP
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94041
ATTORNEY DOCKET NUMBER:	25122-01000/US
NAME OF SUBMITTER:	GLENN J. FOULDS, REG. NO. 64,714
SIGNATURE:	/GLENN J. FOULDS/
DATE SIGNED:	06/17/2020
Total Attachments: 6	
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UNSW
AUSTRALIA

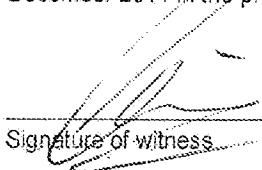
Innovations

Termination and Reassignment Agreement [06_1991;2016-0271]

DETAILS						
PARTIES	NewSouth Innovations Pty Limited ABN 25 000 263 025 trading as UNSW Innovations (Assignor) Level 2, Rupert Myers Building, Gate 14, Barker Street, UNSW, Sydney, NSW 2052, Australia Contact: Chief Executive Officer Phone: +61 2 9385 6505 Email: contracts.manager.innovations@unsw.edu.au					
	University of New South Wales ABN 57 195 873 179 trading as UNSW Australia (Assignor) Sydney NSW 2052 Contact: Warwick Dawson, Director, Research Partnerships Phone: +61 2 9385 7929 Email: w.dawson@unsw.edu.au					
	Assignee Neil Russell Foster 11 Porters Lane St Ives NSW 2075 Australia Phone: +614 34 550 212 Email: nrfoster52@gmail.com			Co-Inventor Roderick Peng Tze Sih 12 Jalan Redop Singapore 808558 Phone: +65 9029 8355		
INTELLECTUAL PROPERTY RIGHTS	Project Name		Tech ID		Intellectual Property Notification Date	
	Method for achieving homogeneous solvent extraction (BioParticle)		06_1991		28 Jul 2006	
	Patent (and all patents derived thereof)	Patent No.	Jurisdiction	Priority date	Filing date	Status
	Particle formation	2006905571	Australia	6 Oct 2006	6 Oct 2006	Lapsed
	Particle formation	PCT/AU2007/001515	PCT	6 Oct 2006	5 Oct 2007	Lapsed
	Particle formation	576622	New Zealand	6 Oct 2006	5 Oct 2007	Abandoned
	Particle formation	2007304836	Australia	6 Oct 2006	5 Oct 2007	Granted
	Particle formation	07815321.0	Europe	6 Oct 2006	5 Oct 2007	Prosecution

	Particle formation	200902349-0 151601	Singapore	6 Oct 2006	5 Oct 2007	Granted
	Particle formation	P10720550.3	Brazil	6 Oct 2006	6 Apr 2009	Lapsed
	Particle formation	10-2009-7009261	South Korea	6 Oct 2006	5 Oct 2007	Abandoned
	A process for producing particles via atomized rapid injection for solvent extraction	12/444490 8389013	USA	6 Oct 2006	5 Oct 2007	Granted
	Particle formation	2469/CHENP/2009	India	6 Oct 2006	5 Oct 2007	Prosecution
	Particle formation	2665349	Canada	6 Oct 2006	5 Oct 2007	Abandoned
	Particle formation	2007800411 48.8	China	6 Oct 2006	5 May 2009	Abandoned
	Particle formation	2009/02508	South Africa	6 Oct 2006	8 Apr 2009	Abandoned
	Particle formation	09105922.3	Hong Kong	6 Oct 2006	5 Oct 2007	Filed
	Particle formation	2009-530738	Japan	6 Oct 2006	6 Apr 2009	Abandoned
ENTIRE DEED	This deed consists of the General Terms and these Details.					
EXECUTED AS A DEED						

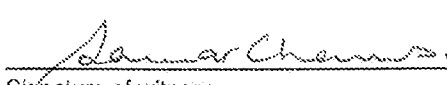
Signed sealed and delivered by the attorney for
NewSouth Innovations Pty Limited ABN 25 000
263 025 under a power of attorney dated 15
December 2011 in the presence of:


Signature of witness

Joanna Tsaprounis
Print name

15/12/2016
Date

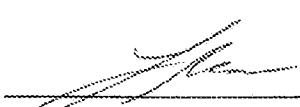
Signed sealed and delivered for and on behalf of
the University of New South Wales trading as
UNSW Australia in the presence of:


Signature of witness

Samar Chams
Print name

14/12/16
Date

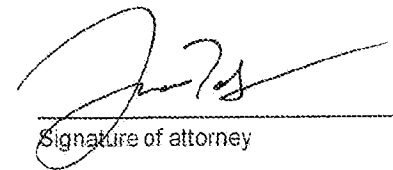
Signed sealed and delivered by Neil Russell
Foster in the presence of:


Signature of witness

MONIQUE M LLANES
Print name

Print name

By executing this deed the attorney states that the
attorney has received no notice of revocation of the
power of attorney.

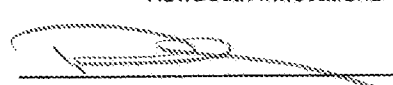

Signature of attorney

FRANK FOTEA
Print name

15/12/2016
Date

**OK TO
EXECUTE:**

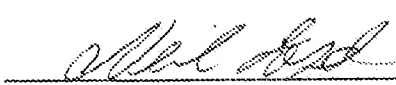
JTS 15/11/16
NewSouth Innovations


Signature of attorney

Debbie Docherty
Director
UNSW Grants Management Office

Print name

14 DEC 2016
Date

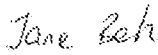

Signature of Neil Russell Foster

25.11.2016
Date

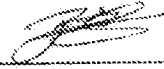
Signed sealed and delivered by Roderick Peng
Tze Sih in the presence of:



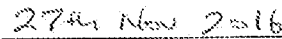
Signature of witness



Print name



Signature of Roderick Peng Tze Sih



Date

GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise, all words and phrases have the meaning given in the Researcher Deed.

1.2 Interpretation

In this Agreement headings are for convenience only and "including" is not a word of limitation.

2. TERMINATION

2.1 Termination of Researcher Intellectual Property Commercialisation Deed

NewSouth Innovations and the Assignee and Co-Inventor agree that in accordance with clause 8.1 of the Researcher Intellectual Property Commercialisation Deed dated 9 October 2006 (the "Researcher Deed"), the Researcher Deed is terminated effective on the date of this Agreement.

2.2 Termination of UNSW Commercialisation Agreement

The Assignors agree that the UNSW Commercialisation Agreement is terminated effective on the date of this Agreement and that all of the Assignor's obligations under the UNSW Commercialisation Agreement are at an end.

3. REASSIGNMENT AND CONSENT

3.1 Reassignment and Consent

- (a) Subject to clause 3.2 of this Agreement, in consideration of the sum of AUD\$1.00 paid to each of the Assignors and other good and valuable consideration receipt of which is hereby acknowledged, The Assignors assign to the Assignee, and the Assignee accepts the Assignor's entire right, title and interest (whether legally or beneficially owned) in the Invention IP, with effect from the date of this Agreement.
- (b) In consideration of the sum of AUD\$1 paid to the Co-Inventor and other good and valuable consideration receipt of which is hereby acknowledged, the Co-Inventor agrees and consents to the assignment in Clause 3.1(a) and waives any of his rights to notice and reassignment under Clause 8.2 of the Researcher Deed.

3.2 The Assignor's continuing rights

The parties acknowledge and agree that the assignments in clause 3.1 of this Agreement are subject to:

- (a) a grant by the Researchers of a non-exclusive, perpetual, royalty-free, irrevocable, worldwide licence to UNSW to use the Invention IP for education and research purposes;
- (b) a right for NewSouth Innovations to receive 20% of any revenue derived from the commercialisation of the Invention IP by the Assignee after the date of this Agreement after the deduction from such revenue of the reasonable costs and expenses incurred by the Assignee in connection with the commercialisation of the Invention IP (including the costs of registering, protecting and enforcing Intellectual Property Rights relating to the Invention IP, creation of prototypes, models and samples, research and development, liabilities, insurance, legal, financial and technical advice, marketing and travel and other like expenses) (the NewSouth Innovations Revenue Share). The Assignee must pay the NewSouth Innovations Revenue Share to NewSouth Innovations every 12 months within 120 days of 31 December each year. Each payment of the NewSouth Innovations Revenue Share must be accompanied by a written statement setting out details of the revenue derived and the costs and expenses incurred by them in connection with the exploitation of the Invention IP and the calculation of the NewSouth Innovations Revenue Share for the relevant 6 month period. NewSouth Innovations will distribute the NewSouth Innovations Revenue Share between itself and UNSW in accordance with the arrangements between NewSouth Innovations and UNSW existing from time to time;
- (c) an obligation on the Assignee to maintain accurate and up to date records of all revenue derived by them from the exploitation of the Invention IP, all costs and expenses incurred by them in connection with the exploitation of the Invention IP, and the calculation of the NewSouth Innovations Revenue Share. The Assignee must permit NewSouth Innovations or NewSouth Innovations's authorised representative to inspect those records upon request; and
- (d) an obligation on the Assignee to provide to NewSouth Innovations a brief written report within 30 days of 31 December

each year, regardless of whether any NewSouth Innovations Revenue Share is payable, setting out details of the status and progress of the commercialisation of the Invention IP by the Assignee in the preceding 12 month period as well as details of proposed commercialisation activities with respect to the Invention IP in the following 12 month period. If at any time the Assignee decide they no longer wish to commercialise the Invention IP, the Assignee may advise NSI of his decision in writing (signed by the Assignee), in which case the obligation to provide reports under this clause 3.2(d) will cease, provided that if the Assignee or any of them subsequently recommences commercialisation activities with respect to the Invention IP, the obligation to provide reports under this clause 3.2(d) will apply again.

3.3 Assistance

- (a) The Assignors must on the Assignee's reasonable request and at the Assignee's reasonable cost provide the Assignee with reasonable assistance, including access to records and execution of documents, required to give full effect to the assignments in clause 3.1 or otherwise assist with enabling commercialisation of the Invention IP.

4. ACKNOWLEDGEMENTS

4.1 Release of obligations

NewSouth Innovations and the Assignee and Co-Inventor acknowledge and agree that all obligations under the Researcher Deed are at an end and no party has any further obligations or rights under the Researcher Deed. Each of the Assignee and the Co-Inventor releases NewSouth Innovations from all claims, actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments at law, in equity, arising under the provisions of any statute or otherwise that it may have against NewSouth Innovations or which may be payable by NewSouth Innovations (whether before or after the date of this Agreement) in connection with the Researcher Deed or the Invention IP, except as set out in this Agreement.

4.2 Acknowledgement

The Assignee acknowledges and agrees that:

- (a) on and from the date of this Agreement he is responsible for all costs, expenses and liabilities incurred in connection with the Invention IP or its exploitation, including

all costs associated with the protection, prosecution, maintenance and defence of the Invention IP and all costs associated with recording the assignment to them of ownership of any formal intellectual property rights comprised in the Invention IP;

- (b) To the extent permitted by law, the Assignors do not provide any warranties or assurances, and do not accept any liability, however arising, with respect to the Invention IP or its exploitation; and
- (c) no monies are owing to the Assignee or the Co-Inventor with respect to the commercialisation of the Invention IP under the Researcher Deed or otherwise.

4.3 Indemnity

The Assignee indemnifies NSI, UNSW, and their officers, employees, contractors and agents (those indemnified) against all loss, damage and expense (including legal expense) suffered or incurred by those indemnified or any of them as a result of a third party action or claim, whether under contract, tort (including negligence), statute, in equity or otherwise, arising out of or in connection with the use, commercialisation or exploitation of the Invention IP on or after the date of this Agreement except to the extent such loss, damage or expense arose from use by UNSW in accordance with clause 3.2(a)).

5. GENERAL

- (a) This Agreement is the entire agreement between the parties as to its subject matter and is not capable of variation except in writing. Notices must be given in writing to the address shown above.
- (b) This Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation.
- (c) Each party must do all things and execute all documents reasonably necessary to give effect to this Agreement.
- (d) This agreement may be executed in any number of counterparts and all counterparts taken together constitute the one agreement.
- (e) This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.