

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6292143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF QUEENSLAND	11/22/2017
RECEIVING PARTY DATA	
Name:	UNIQUEST PTY LIMITED
Street Address:	LEVEL 7, GENERAL PURPOSE SOUTH BUILDING
Internal Address:	STAFF HOUSE ROAD, THE UNIVERSITY OF QUEENSLAND
City:	BRISBANE, QUEENSLAND
State/Country:	AUSTRALIA
Postal Code:	4072
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16984543
CORRESPONDENCE DATA	
Fax Number:	(202)672-5399
<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:	202-672-5300
Email:	ipdocketing@foley.com, hhu@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	3000 K STREET, N.W., SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007-5109
ATTORNEY DOCKET NUMBER:	116073-0102
NAME OF SUBMITTER:	HELEN HU
SIGNATURE:	/Helen Hu/
DATE SIGNED:	09/10/2020
Total Attachments: 4	
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source=Executed Confirmatory Assignment from Uni Queensland to Uniquiest#page2.tif	
source=Executed Confirmatory Assignment from Uni Queensland to Uniquiest#page3.tif	
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DEED OF ASSIGNMENT

THIS DEED is made on the 22 day of November two thousand and seventeen

BETWEEN **THE UNIVERSITY OF QUEENSLAND** ABN 63 942 912 684 of Brisbane, in the State of Queensland, 4072

(in this Deed called "the University")

AND **UNIQUEST PTY LIMITED** (ACN 010 529 898) of Level 7, General Purpose South Building, Staff House Road, The University of Queensland, Brisbane, in the State of Queensland, 4072

(in this Deed called "the Assignee")

BACKGROUND

- A. On the 8th of October 2012 the Assignee and the University executed a Research Agreement & Assignment (the 'Research Sub-Contract') in relation to the further development of a pathology tube with improved blood clotting properties to produce high quality serum.
- B. During the course of performing the tasks associated with the Research Sub-contract and its subsequent variations a new invention was made in relation to new formulations to be used in these tubes.
- C. Under clause 4.1 of the Research Sub-Contract, the University assigns all of its right title and interest in and to the Project IP to UniQuest.
- D. This Deed is required to confirm this assignment.

THIS DEED PROVIDES

1. DEFINITIONS

In this Deed:

Intellectual Property means an invention called 'formulation methods for stabilising pro-thrombin activators', with the UniQuest project identifier, T02574, as described in patent application PCT/AU2015/000629 (published as WO 2016/061611), entitled "*Improved Clotting Composition*", filed on the 23rd of October 2015 and all patent applications and granted patents derived therefrom, including those shown in Schedule A.

2. ASSIGNMENT

- (a) The University assigns all of the University's right title and interest in and to the Intellectual Property to the Assignee.
- (b) The University assigns to the Assignee the right to sue for and recover damages and other relief in relation to any infringement of the Intellectual Property that may have occurred before the date of this Deed.

3. ASSIGNMENT FEE

- (a) The Assignee must pay to the University an assignment fee of \$10.00 (which is exclusive of goods and services tax), within 30 days of receiving a Valid Invoice.

- (b) "Valid Invoice" means an invoice complying with the A New Tax System (Goods and Services Tax) Act 1999.

4. FURTHER ASSURANCE

- (a) The University must perform all such acts and execute all such agreements, assurances and other documents and instruments as the Assignee reasonably requires either to perfect the rights and powers afforded, created or intended to be afforded or created by this Deed or to give full force and effect to, or facilitate the performance of, the transactions provided for in this Deed.
- (b) Without limiting the generality of paragraph (a), the University must sign all such documents as shall be required to assign to the Assignee all patent applications pending, and all patents granted, that relate in any way to the Intellectual Property.
- (c) Without limiting the generality of paragraph (a), the Assignee may require the University to sign a document in favour of a successor in title of the Assignee, in lieu of a document in favour of the Assignee.

5. WARRANTIES

5.1 Warranties

The University warrants to the Assignee that:

- (a) the University owns its interest in the Intellectual Property both legally and beneficially;
- (b) the Intellectual Property is not encumbered, mortgaged, or charged in any way, nor subject to any lien;
- (c) the Intellectual Property does not infringe any rights of any person;
- (d) there is no litigation pending in respect to the Intellectual Property, and there is no claim or demand that has been received from any person in relation to the Intellectual Property
- (e) no license or right of any type whatsoever has been granted in respect of the Intellectual Property by the University.
- (f) the University has not entered into any deed, contract, arrangement or understand dealing in any way with the Intellectual Property

5.2 Qualifications upon warranties

The warranties in clause 5.1(a) and (c) are made by the University to the best of its actual knowledge, without having searched any patent database anywhere in the world, and are made subject to:

- (a) any thing that might be discovered from such a search, and
- (b) any research or other work being undertaken by any person, which may be concerned with the same subject matter as the Intellectual Property, of which it is not aware.

6. RELEASE AND INDEMNITY

6.1 Release

- (a) The Assignee releases the University its officers, employees and agents from and against all actions, claims, proceedings or demands in respect of any loss, death, injury, illness or damage (whether

personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the exploitation and use of the Intellectual Property, and any products derived from the Intellectual Property.

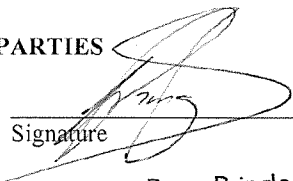
- (b) To the full extent permitted by law, the University will not be liable to the Assignee for any special, indirect or consequential damages, including consequential financial loss arising out of the exploitation and use of the Intellectual Property, or any products derived from the Intellectual Property.

6.2 Indemnity

- (a) The Assignee indemnifies and shall continue to indemnify the University its officers, employees and agents from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the exploitation and use of the Intellectual Property, and any products derived from the Intellectual Property.
- (b) The obligation to indemnify the University and its officers, employees and agents set out in paragraph (a) is a continuing obligation separate and independent of other obligations in this Deed.

SIGNATURES OF PARTIES

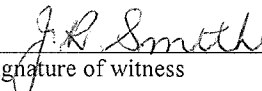
SIGNED)
for THE UNIVERSITY OF QUEENSLAND)
in the presence of)



Signature

Gregory Peter Pringle

Signatory print full name

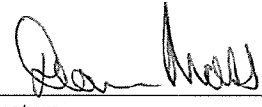


Signature of witness

Jennifer Robin Smith

Witness print full name

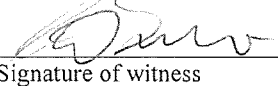
Executed by Dean Moss as attorney for UniQuest)
Pty Limited ACN 010 529 898 under the power of)
attorney dated 18 March 2014, who states that no)
notice of revocation of the power of attorney has)
been received in the presence of:)



Signature

DEAN MOSS

Signatory print full name



Signature of witness

EVANS KLORENCE BUCHÉ

Witness print full name

SCHEDULE A

Country	Application No.	Filing Date	Title
International (PCT)	PCT/AU2015/000629 (WO 2016/061611)	23 October 2015	Improved Clotting Composition
Australia	2014904241	23 October 2014	Improved Clotting Composition