

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6357830

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NAME AND ADDRESS OF ASSIGNEE previously recorded on Reel 054042 Frame 0378. Assignor(s) hereby confirms the ASSIGNMENT OF ASSIGNORS INTEREST.
CONVEYING PARTY DATA	
Name	Execution Date
MONASH UNIVERSITY	09/08/2020
RECEIVING PARTY DATA	
Name:	THE UNIVERSITY OF MELBOURNE
Street Address:	GRATTAN STREET
Internal Address:	THE UNIVERSITY OF MELBOURNE
City:	VICTORIA
State/Country:	AUSTRALIA
Postal Code:	3010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14423279
CORRESPONDENCE DATA	
Fax Number:	(202)857-6395
<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:	202-857-6000
Email:	patentdocket@arentfox.com
Correspondent Name:	ARENT FOX LLP
Address Line 1:	1717 K STREET, NW
Address Line 4:	WASHINGTON, D.C. 20006-5344
ATTORNEY DOCKET NUMBER:	100519.00067
NAME OF SUBMITTER:	RICHARD J. BERMAN, REG NO. 39,107
SIGNATURE:	/Richard J. Berman/
DATE SIGNED:	10/20/2020
Total Attachments: 14	
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 14, 2020

PTAS

ARENT FOX LLP
1717 K ST NW
WASHINGTON, DC 20006

506301124

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/13/2020

REEL/FRAME: 054042/0378
NUMBER OF PAGES: 12

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 100519.00067

ASSIGNOR:
MONASH UNIVERSITY

DOC DATE: 09/08/2020

ASSIGNEE:
~~THE~~UNIVERSITY OF MELBOURNE
~~THE~~UNIVERSITY OF MELBOURNE
VICTORIA, AUSTRALIA 3010
GRATTAN STREET

APPLICATION NUMBER: 14423279
PATENT NUMBER: 9738527
TITLE: GRAPHENE-BASED MATERIALS

FILING DATE: 02/23/2015
ISSUE DATE: 08/22/2017

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



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United States Patent and Trademark Office

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Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>MONASH UNIVERSITY</td><td>09/08/2020</td></tr></table>	Name	Execution Date	MONASH UNIVERSITY	09/08/2020							
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Fax Number:	(202)857-6395										
Phone:	2028576000										
Email:	gregory.forbes@arentfox.com,patentdocket@arentfox.com										
<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>											

Correspondent Name:	ARENT FOX LLP
Address Line 1:	1717 K ST NW
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	100519.00067
NAME OF SUBMITTER:	RICHARD BERMAN
Signature:	/Richard Berman/
Date:	10/13/2020
Total Attachments: 10 source=100519.00067_Assignment#page1.tif source=100519.00067_Assignment#page2.tif source=100519.00067_Assignment#page3.tif source=100519.00067_Assignment#page4.tif source=100519.00067_Assignment#page5.tif source=100519.00067_Assignment#page6.tif source=100519.00067_Assignment#page7.tif source=100519.00067_Assignment#page8.tif source=100519.00067_Assignment#page9.tif source=100519.00067_Assignment#page10.tif	
RECEIPT INFORMATION EPAS ID: PAT6347875 Receipt Date: 10/13/2020	

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Intellectual Property Assignment and Commercialisation Agreement

This Agreement is executed on the day of 2020

Parties

Monash University (ABN 12 377 614 012) a body politic and corporate established in 1958 and constituted under the Monash University Act 2009 (Vic)

(Monash)

and

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) of The University of Melbourne, Victoria, 3010

(Assignee)

Recitals

- A. The Researcher was an employee or appointee of Monash, and during the period of his employment or appointment the Researcher contributed to the creation and/ or development of the Technology.
- B. As a result of its employment or appointment of the Researcher during the period the Researcher created and/ or developed the Technology, Monash is the owner of Intellectual Property Rights subsisting in and attaching to the Technology.
- C. The Researcher is currently employed by the Assignee, who has requested an assignment of Monash's right, title and interest in the Technology
- D. The Monash has agreed to assign its right, title and interest in the Technology to the Assignee in accordance with this Agreement
- E. This Agreement set out the terms of the assignment of Monash's interest in the Technology.

Agreed Terms

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

Administration Expenses means the costs and expenses incurred by the Assignee in connection with the negotiation, drafting and administration of any Commercialisation Agreement(s) including:

- (a) travel and other out-of-pocket expenses;
- (b) courier charges and third party printing costs;
- (c) external legal expenses and costs of consultants; and
- (d) any non-recoverable taxes or charges which may be imposed,

but does not include the Assignee's overheads in performing the commercialisation role contemplated by this Agreement such as staff costs, nor any costs or expenses which can be properly considered to be Patent Expenses or Infringement Expenses.

Agreement means this Intellectual Property Assignment and Commercialisation Agreement and includes any schedule, annexure, attachment and exhibit to it.

Business Day means any day other than a Saturday, Sunday or public holiday under the Public Holidays Act 1993 (Vic).

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, in relation to the Technology, 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;
- (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.

Commercialisation Agreement means any agreement entered into by the Assignee with a third party under which that third party is granted rights to Commercialise any part of the Technology.

Commercialisation Proceeds means:

- (a) all revenues, receipts, monies, dividends, proceeds of sale of shares and all other consideration collected or received by or on behalf of the Assignee in respect of the grant of a licence to Commercialise the Technology less all Administration Expenses and Patent Expenses; and
- (b) all proceeds from any judgment or settlement in an action for infringement of the Intellectual Property Rights in the Technology received by or on behalf of the Assignee less all Infringement Expenses,

but excludes:

- (c) any monies received where those monies are required to be used to subscribe for shares in a company into which the Technology is licensed, provided the value of the shares is accounted for in the calculation of Commercialisation Proceeds; and
- (d) any monies expended on research or development of the Technology at fair market value on an arms' length basis.

Confidential Information of a Party (**Disclosing Party**) means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing Party, in any form, which is by its nature confidential or which is designated by the Disclosing Party as confidential to it and all copies, notes and records and all related information generated by using such information. Confidential Information excludes or, as the case requires, ceases to include, information that is or becomes:

- (a) after the date of its disclosure by the Disclosing Party to the other Party (Receiving Party), properly available to the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party;
- (b) at the date of its disclosure by the Disclosing Party to the Receiving Party, already properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party;
- (c) available to the public other than as a result of a breach of confidentiality by the Receiving Party or its permitted discloses; or
- (d) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information the subject of the disclosure.

Costs means any costs, charges, expenses, damages, outgoings, payments, liabilities or any other expenditure on a full indemnity basis.

Infringement Expenses means any costs and expenses incurred by the Assignee in taking infringement action of any Intellectual Property Rights in the Technology.

Intellectual Property Rights means all rights in the respect of patent applications or granted patents as applicable.

Notice has the meaning given to it in clause 6.

Patent Expenses means all costs and expenses incurred in filing, prosecuting and maintaining patent rights in any Patent, including official filing and patent application fees, patent agents' costs, legal fees and expenses and other third party advisory and consultancy fees and expenses, but does not include any Infringement Expenses.

Patents means any patent applications or granted patents in respect of any of the Technology, and any counterparts, re-examinations, continuations, continuations-in-part, extensions, term restorations, renewals, divisionals, reissues, corresponding international patent applications (including supplementary protection certificates, or other administrative protections), and any patents resulting, claiming priority or deriving from any of them.

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 Technology.

Researcher means Professor Dan Li

Technology means the right, title and interest in and to the patents and patent applications described in Schedule 1 and the invention(s) claimed in those patents, 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.

Monash Statute means Monash University Statutes.

1.2 Interpretation

In this Agreement:

- (a) a reference to the Technology includes a reference to any part of the Technology;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause, paragraph or schedule is to a clause, paragraph or schedule to this Agreement;
- (d) a reference to a party is to a party to this Agreement;
- (e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (f) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (h) nothing in this Agreement is to be interpreted against a party solely on the ground that the party prepared or put forward the Agreement or any part of it; and
- (i) headings are for reference only and do not affect interpretation.

2. Commencement

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

3. Assignment of Technology

- 3.1 With effect on and from the date of this Agreement, Monash assigns all of its right, title and interest in the Technology, including:
 - (a) the right to apply for registration as the proprietor of the Technology anywhere in the world; and
 - (b) the right to do anything in relation to ownership, protection and use of the Technology, to the Assignee.
- 3.2 Monash will do all things and execute all documents necessary (at the Assignee's cost and expense) to give effect to this Agreement and render all assistance reasonably required by the Assignee for the purpose of confirming or recording the assignment of Monash's right, title and interest in the Technology to the Assignee.
- 3.3 On and from the date of this Agreement, the Assignee grants to Monash a non-exclusive, royalty-free, perpetual, irrevocable licence to use the Technology for teaching, education and all research purposes (including sub-licensing for the purposes of non-commercial collaborative research), including publishing articles or papers.
- 3.4 The Parties acknowledge each other's obligations under the Monash Statutes and the policies made under it (**Policy**) to deposit in the library a copy (including a digital copy) of all students' completed theses or work submitted for a higher degree, including where any such theses include details regarding the Technology. Nothing in this Agreement shall affect the operation of that Policy or create any obligations contrary to that Policy.

4. Consideration

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5. Assignee's Acknowledgements and Warranties

- 5.1 The Assignee acknowledges that Monash's right, title and interest in the Technology is being assigned on an 'as is' basis. Monash has not given any and excludes (to the extent lawfully permitted) all warranties, terms, conditions or undertakings whether express or implied, written or oral, statutory or under the common law including any implied warranty of merchantability or fitness for a particular purpose in respect of the Technology and in respect of any process or product related to or based on the Technology.
- 5.2 The Assignee acknowledges that it Commercialises the Technology entirely at its own risk and that it has made its own due diligence enquiries regarding the Technology.
- 5.3 The Assignee represents and warrants to Monash that the Assignee will not:
- (a) use the name or any trademark of Monash in any manner unless expressly approved by Monash in writing; and/or
 - (b) make any representation or give any warranty on behalf of Monash or any representatives of Monash.

6. Notice

- 6.1 Any notice, demand, consent, approval or communication given pursuant to the provisions of this Agreement (**Notice**) will be deemed to have been properly given if delivered, in writing, in person, or mailed by registered mail to the following addresses, or another address as may be designated in writing by the receiving Party from time to time during the term of this Agreement:

Name: University of Melbourne

Address: University of Melbourne, VIC 3010
Fax number: +61 (0) 3 9810 3268
Attention: Vice- President (Administration & Finance) and Chief Operating Officer

Name: Monash University
Address: Monash University, Clayton VIC 3800
Email: maria.harrison-smith@monash.edu
Attention: Maria Harrison Smith

6.2 A Notice given in accordance with this clause takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile or email, when the sender's facsimile or email system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

7. GST

- 7.1 If a Party ("Supplier") makes a supply to another Party ("Recipient") on which GST is imposed, the consideration payable or to be provided for that supply under this Agreement but for the application of this clause ("GST exclusive consideration") is increased by, and the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier on that supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid at the same time as the GST exclusive consideration for the taxable supply is payable or to be provided, without set off, deduction or requirement for demand. The Supplier must provide to the Recipient a tax invoice at the time of payment.
- 7.2 If a payment to a Party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.
- 7.3 Terms that are used in this clause have the meanings given to them in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

8. Dispute Resolution

- 8.1 The Parties will attempt to resolve any dispute arising under this Agreement by negotiation in good faith, initiated by one Party giving written notice of the dispute to the other Party.
- 8.2 If a dispute remains unresolved within thirty (30) Business Days of a Party receiving written notice of the dispute, the Parties will refer the dispute to mediation. The mediator will be appointed jointly by the Parties or, where the Parties cannot agree, nominated by the then President of the Law Institute of Victoria or, if not then in operation, a like organisation to be agreed between the parties. All costs of the mediation shall be borne equally by the Parties, and the Parties shall bear their own legal costs.

- 8.3 In the event the dispute is not resolved by mediation within twenty (20) Business Days after the appointment of the mediator, or such further time as the Parties agree in writing, a Party may then commence proceedings in relation to the dispute.
- 8.4 Notwithstanding the existence of a dispute, the Parties must continue to perform their obligations under this Agreement.
- 8.5 Nothing in this clause 7 shall be taken as preventing a Party from commencing a proceeding for urgent interlocutory relief.

9. General

- 9.1 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties.
- 9.2 This Agreement can only be amended or replaced or novated by another document signed by the parties.
- 9.3 Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.
- 9.4 A provision of or a right created under this Agreement may not be:
 - (a) waived except in writing signed by the Party granting the waiver; or
 - (b) varied except in writing signed by the Parties.
- 9.5 The rights provided in this Agreement are cumulative with and not exclusive of the rights provided by law independently of this Agreement.
- 9.6 Each Party must pay its own costs in connection with the entry into this Agreement and compliance with its terms.
- 9.7 This Agreement may be signed in counterparts each of which are an original and together constitute the same Agreement.
- 9.8 Each Party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the Parties' intention to be bound by this Agreement as if physical signing had occurred.
- 9.9 This Agreement is governed by the law of the State of Victoria, Australia, and the parties submit to the jurisdiction of the courts of that State.

Executed as an Agreement

Executed by The University of Melbourne ABN 84
002 705 224 by its authorised officer:

Signature of authorised officer

Office Held

Name of Authorised Officer

Date

Executed by Monash University ABN 12 377 614 012
by its authorised officer:

DocuSigned by:

Damon Honnery

Signature of authorised officer

Deputy Dean Operations

Office held

Damon Honnery

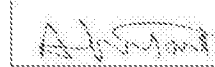
Name of authorised officer (print)

08-Sep-2020 | 2:44 PM AEST

Date

Executed as an Agreement

Executed by The University of Melbourne ABN 84
002 705 224 by its authorised officer:



Signature of authorised officer

Vice-President (Administration & Finance) and Chief
Operating Officer

Office Held

Allan Tait

Name of Authorised Officer

29 September 2020

Date

Executed by Monash University ABN 12 377 614 012
by its authorised officer:

Signature of authorised officer

Office held

Name of authorised officer (print)

Date

Schedule 1 – Patents

Country	Patent Application Number	Filing Date	Title
Australia	2012903643	23 rd August 2012	Graphene-based materials
International Application	PCT/AU2013/000939	23 rd August 2013	Graphene-based materials
Australia	2013305486	23 rd August 2013	Graphene-based materials
China	201380049436.30	23 rd August 2013	Graphene-based materials
Europe	13831693.0	23 rd August 2013	Graphene-based materials
United States of America	14/423279	23 rd August 2013	Graphene-based materials