

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6419161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PETER GHOSH	01/23/2012
RECEIVING PARTY DATA	
Name:	PARADIGM HEALTH SCIENCES PTY LTD
Street Address:	69 LAUDERDALE AVENUE
City:	FAIRLIGHT, NEW SOUTH WALES
State/Country:	AUSTRALIA
Postal Code:	2094
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16800245
CORRESPONDENCE DATA	
Fax Number:	(801)566-0750
<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:	8015666633
Email:	wiseman@tnw.com
Correspondent Name:	GARY P. OAKESON
Address Line 1:	8180 S. 700 E.
Address Line 2:	SUITE 350
Address Line 4:	SANDY, UTAH 84070
ATTORNEY DOCKET NUMBER:	00265-011.US.CON3
NAME OF SUBMITTER:	GARY P. OAKESON
SIGNATURE:	/Gary P. Oakeson/
DATE SIGNED:	11/25/2020
Total Attachments: 5	
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source=Assignment#page2.tif	
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source=Assignment#page5.tif	

PATENT DEED

THIS DEED is entered into on the date on which it is last signed by a party between the party named in item 1 of the Schedule (*Assignor*) and the party named in item 2 of the Schedule (*Assignee*)

BACKGROUND

- A. The Assignor has made an inventive contribution to the invention described in the application set out in item 3 of the Schedule (*Application*).
- B. The Assignee owns, or is entitled to require the Assignor to assign to it, among other things, all of the Assignor's right, title and interest whatsoever and wherever subsisting in the world in the Application and the invention described in the Application (*Invention*).
- C. The parties wish to enter into this deed to record the Assignee's rights in respect of the Invention.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, the following terms have the following meanings.

Assigned Rights means all of the following rights subsisting in the world to the extent arising from the Assignor's inventive contribution to the Invention:

- (a) any rights in the Invention and the Application;
- (b) any rights to file any Corresponding Application and any rights arising from any such filing;
- (c) any rights to claim priority from the Application and any Corresponding Application;
- (d) any rights to be granted patents in respect of the Invention, the Application and any Corresponding Application and all rights arising from any such patent;
- (e) any rights to sue for infringement of any the rights described in paragraphs (a)-(d) above, occurring prior to the date of this Deed; and
- (f) any additional rights outlined in item 4 of the Schedule.

Corresponding Application means an application anywhere in the world for a patent made in respect of the Invention or any other invention described in the Application and includes an application which claims priority to the Application such as an application made under the Patent Cooperation Treaty, an application made under the Paris Convention, or a complete or non-provisional application.

Residual Interest means any part of the right, title and interest whatsoever and wherever subsisting in the world in the Assigned Rights which is not owned by the Assignee at the date of this Deed.

1.2 Interpretation

In this Deed, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;

- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this document) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression *person* includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any *party* to this document will include the party's legal successor (including executors and administrators) and permitted assigns;
- (h) references to any document or agreement will be taken to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (i) all Schedules of, and Annexures to, this document form part of this document.

2. CONFIRMATION AND ASSIGNMENT

- (a) The Assignor confirms that the Assignee is entitled to own all right, title and interest whatsoever and wherever subsisting in the world in the Assigned Rights.
- (b) The Assignor, as the legal and beneficial owner, assigns any Residual Interest, to the Assignee, absolutely and free of any encumbrances.

3. WARRANTIES IN RELATION TO RIGHTS ASSIGNED

The Assignor warrants to the Assignee that:

- (a) were it not for the confirmation recorded, and assignment effected by, this Deed, the Assignor would be the absolute and unencumbered legal and beneficial owner of all rights in the Assigned Rights;
- (b) It has not granted or assigned (or agreed to grant or assign) and will not purport to grant or assign or agree to grant or assign, any rights of any nature in any of the Assigned Rights to any third party whatsoever;
- (c) it has not granted or agreed to grant, and will not purport to grant or agree to grant, any licence to any of the Assigned Rights; and
- (d) to the best of its knowledge, the Assigned Rights are original and the exercise of rights in the Assigned Rights by the Assignee (or any assignee or successor of the Assignee, or any other person authorised by the Assignee) will not infringe the rights of any third party.

4. FURTHER ASSURANCES

The Assignor undertakes at its expense and upon request of the Assignee to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the benefit of


any of the Assigned Rights (including prosecution, maintenance, defence and enforcement of any patent or other registered right).

5. GENERAL

- (a) This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (b) No amendment or variation of this Deed is valid or binding on a party unless made in writing and executed by both parties.
- (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this Deed.
- (d) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (e) This Deed is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- (f) Each party will bear its own costs of and incidental to the preparation of this Deed and the matters referred to in the Background.
- (g) This Deed will be binding on, and enure for the benefit on each of the parties and their respective successors in title and permitted assigns.

EXECUTED AS A DEED

Signed by Peter Ghosh in the presence of



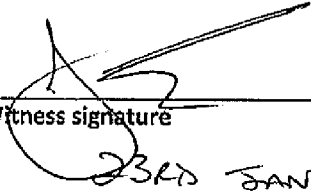
Signature

23rd January 2012

Date

PETER GHOSH

Name (print)



Witness signature

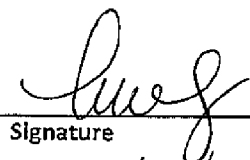
23rd JANUARY

Date

GARRY CRATT

Witness name (print)

Signed, sealed and delivered by Paradigm Health Sciences Pty Ltd ACN: 143 969 108



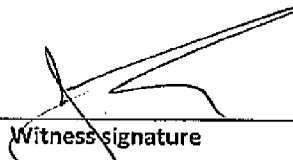
Signature

23/01/2012

Date

Nanay Wilson-Ghosh

Name (print)



Witness signature

23RD JANUARY 2012

Date

GARRY CRATT

Witness name (print)

SCHEDULE

1. **Assignor -** Peter Ghosh, of 69 Lauderdale Avenue, Fairlight, New South Wales, 2094 Australia;
2. **Assignee -** Paradigm Health Sciences Pty Ltd, ACN: 143 969 108, of 69 Lauderdale Avenue, Fairlight, New South Wales, 2094, Australia;
3. **Application -** No: 2011900325 Australia Filing Date: 02 Feb 2011
Title: "Treatment of bone marrow edema (oedema) with polysulfated polysaccharides"
4. **Additional Rights -** Any of the following rights the Assignor may have in relation to the Invention or Application, to the extent any such rights are assignable at law:
 - (a) rights under section 24 of the Patents Act 1990 (Cth) or any corresponding provision under any other legislation in Australia and any country providing for a grace period;
 - (b) rights under section 114 of the Patents Act 1990 (Cth) and any corresponding provision under any other legislation in Australia or any other country providing for prior use rights; and
 - (c) rights under section 70 of the Patents Act 1990 (Cth) or any corresponding provision under any other legislation in Australia and any country providing for extension of term or Supplementary Protection Certificate.