

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6411979

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE UNIVERSITY OF BIRMINGHAM	08/05/2019
RECEIVING PARTY DATA		
Name:	INVEX THERAPEUTICS LTD.	
Street Address:	38 ROWLAND STREET, LEVEL 1	
City:	SUBIACO	
State/Country:	AUSTRALIA	
Postal Code:	6008	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17065753
CORRESPONDENCE DATA		
Fax Number:	(713)374-1601	
<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:	2027833300	
Email:	cpaun@polsinelli.com	
Correspondent Name:	POL SINELLI PC	
Address Line 1:	1407 EYE STREET, N.W., SUITE 800	
Address Line 2:	UNITED STATES	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	106406-670417	
NAME OF SUBMITTER:	R. JAMES BALLS	
SIGNATURE:	/R. James Balls/	
DATE SIGNED:	11/20/2020	
Total Attachments: 8		
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DATED 5th August 2019

(1) THE UNIVERSITY OF BIRMINGHAM

- and -

(2) INVEX THERAPEUTICS LTD

CONFIRMATORY AGREEMENT OF ASSIGNMENT

Marks & Clerk Ref: PB148213EP

THIS AGREEMENT is made the *5th* day of August 2019

BETWEEN

- (1) The University of Birmingham, Edgbaston, Birmingham, B15 2TT, United Kingdom ("Assignor"); and
- (2) Invex Therapeutics Ltd (ACN 632 145 334), of Level 1, 38 Rowland St, Subiaco, Perth WA 6008, Australia ("Assignee").

RECITALS

- (A) Patent applications (the "Applications") have been filed, further particulars of which are given in Schedule 1, in respect of the inventions disclosed in the Applications (the "Inventions").
- (B) Pursuant to clause 3.1 of the Contract of Assignment of Intellectual Property (the "Contract of Assignment", the Assignor agreed to assign to the Assignee the Inventions and the Applications.
- (C) The Assignor has agreed to enter into this Agreement to confirm the assignment of the Inventions and Applications to the Assignee on the terms and conditions set out in the Contract of Assignment.

AGREED TERMS

1. Definitions

In this Agreement:

Agreement means this agreement made between the Assignor and Assignee confirming assignment of the Inventions and Applications.

Applications means the patent applications set out in Schedule 1.

Claim means, in relation to a party, all losses, claims, costs, demands, liabilities and expenses incurred by or to or made or recovered by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

Contract of Assignment means the contract executed on 12 March 2019, pursuant to which the Assignor agreed to assign to the Assignee the Intellectual Property Rights set out in Schedule 2.

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any asset including any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any agreement to grant or create any of the above.

Intellectual Property means existing and future industrial and intellectual property rights throughout the world, including patents, patent applications, know-how trade marks (registered or unregistered), trade mark applications, trade names, copyright and industrial designs, inventions and Confidential Information (including the right to keep Confidential Information confidential and to control its use) relating to the Intellectual Property, manufacturing data, specifications, drawings, and manufacturing instructions, plant varieties, registered designs and circuit layouts, and other intellectual property arising from intellectual activity in the industrial, scientific, literary or artistic fields including as defined in Article 2 of the Conventions Establishing the World Intellectual Property Organisation of July 1967, whether or not capable of protection by registration or otherwise the Core IP and Core Materials.

Intellectual Property Rights means the Intellectual Property Rights assigned from the Assignor to the Assignee under the Contract of Assignment as set out in Schedule 2 to the Agreement.

Inventions means the inventions disclosed in the Applications set out in Schedule 1.

Schedule 1 means the Schedule of Applications attached to the Agreement.

Schedule 2 means the Schedule of Intellectual Property Rights attached to the Agreement.

Terms Sheet means the binding terms sheet executed on 12 March 2019, which sets out the binding terms on which the Assignee agreed to acquire the Intellectual Property Rights set out in Schedule 2 from the Assignor.

2. Confirmation of Assignment

In return for the consideration set out in the Terms Sheet, the Assignor CONFIRMS the assignment to the Assignee of all right, title and interest in and to the Inventions and the Applications, including:

- (a) the entire right, title and interest of the Assignor in and in relation to the Inventions and the full and exclusive benefit of them;
- (b) the entire right, title and interest of the Assignor in and in relation to the Applications and the full and exclusive benefit of them;
- (c) all benefits arising from any patent applied for or granted in relation to the Inventions and Applications;
- (d) the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions throughout the world;
- (e) the right to make any new application or applications anywhere in the world in respect of any part or parts of the subject matter of any application or specification filed in connection with the Inventions;
- (f) any patents or other similar forms of protection granted in respect of the Inventions pursuant to the Applications;
- (g) the right to claim priority of the Applications; and

- (h) the right to bring proceedings (anywhere in the world) for the recovery of damages and/or other remedies in respect of any previous infringement of the rights assigned by this agreement.

3. Warranties and Undertakings

3.1. The Assignor warrants, subject to the disclosures already made by the University against the Contract of Assignment and Terms Sheet, that:

- (a) it has not assigned or licensed any of the rights under the Applications;
- (b) each Application is free from all Encumbrances; and
- (c) to the best of the knowledge of the Assignor, the assignment and exploitation of the Applications will not infringe the rights of any third party.

3.2. The Assignor undertakes that it will not without the consent of the Assignee publish or disclose any particulars of the Inventions or the Applications to any person.

4. Indemnities

4.1. The Assignor shall indemnify and hold harmless the Assignee against all Claims which may be suffered, sustained or incurred by the Assignee directly as a result of or in respect of or in connection with:

- (a) any breach by the Assignor of the warranties in clause 3.1(a)-(c) above; or
- (b) the enforcement of the Agreement.

subject to:

- (c) the Assignee notifying the Assignor of any Claim against the Assignor by 3rd July 2020; and
- (d) the total of all amounts finally agreed or adjudicated to be payable in respect of all of the Claims being in excess of AU\$50,000.

Further, the maximum amount the Assignor can be held liable for under this Agreement may not exceed AU\$1.8 million.

5. Further Assurances

5.1. The Assignor hereby covenants with the Assignee that it shall execute such further documents and do such further acts, and shall procure on the part of the inventors of the Inventions the execution and doing of all such further documents and acts, as may reasonably be required by the Assignee to enable the Assignee (or its nominee) to enjoy the full benefit of the property and rights hereby assigned and to apply for any patents or other forms of protection in respect of the Inventions throughout the world, and fully and effectively to vest the same in the Assignee or as the Assignee shall direct.

5.2. The Assignor further covenants with the Assignee that at the request and expense of the Assignee it shall provide all such assistance as the Assignee may reasonably require in

connection with any proceedings concerning the Applications or any patents, patent applications or similar rights applied for or arising in respect of the Inventions, including the disclosure of relevant documents and materials and the provision of oral and written testimony from relevant personnel.

6. Governing Law

The Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

7. Inconsistencies

In the event that there is any consistency or conflict between any of the provisions of the Agreement and the Contract of Assignment or Terms Sheet, it is agreed that the provisions of the Contract of Assignment and Terms Sheet shall prevail to the extent of such inconsistency or conflict and, if requested by a party, the other party must do all things necessary to amend or vary the Contract of Assignment and Terms Sheet so as to remove any such inconsistency or conflict.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 - PATENT APPLICATIONS

Patent Applications

Country	Title	Application No.	Application Date
GB	Elevated intracranial pressure treatment	1415598.0	3 September 2014
International	Elevated intracranial pressure treatment	PCT/GB2015/052453	25 August 2015
Europe	Elevated intracranial pressure treatment	EP 2015/0757548	25 August 2015
US	Elevated intracranial pressure treatment	15/504399	25 August 2015
Japan	Elevated intracranial pressure treatment	2017/512008	25 August 2015

SCHEDULE 2 - INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights are:

- (a) International patent application PCT/GB2015/052453 (published as WO 2016/034851), claiming priority of GB 1415598.0;
- (b) any and all patent applications that claim priority to GB 1415598.0, including, without limitation, all national and regional parts thereof, including without limitation the applications listed below and including without limitation any and all continuations, continuations-in-part, divisional applications and substitute applications of any of the foregoing patent applications;
- (c) any and all patents issuing on any of the foregoing patent applications, including registrations, renewals, re-examinations, reissues, extensions, term restorations and supplementary protection certificates; and any and all foreign counterparts of any of the foregoing;
- (d) National and regional parts of PCT/GB2015/052453;
- (e) Patent applications published as:
 - (i) US 2017/0232073;
 - (ii) EP 3188747;
 - (iii) JP 2017/530955 and JP 2017/512008.

(together with the intellectual property described at (a) to (e) above, the Patents); and

The Orphan Designations are:

- (i) Orphan designation (EU/3/16/1629) granted by the European Commission to Alan Boyd Consultants Ltd, United Kingdom, for exenatide for the treatment of idiopathic intracranial hypertension; and
- (ii) Orphan Drug Designation 16-5305 granted by the US Department of Health & Human Services on 16 May 2017 for exenatide for the treatment of idiopathic intracranial hypertension (submitted on behalf of Alan Boyd Consultants).

and all rights in those designations, whether now existing or hereafter filed or issued noting that the designations of orphan status are currently held in the name of Alan Boyd Consultants Ltd on behalf the University.

SIGNED by

THE UNIVERSITY OF BIRMINGHAM

acting by

Signature: 

Dr James Wilkie

Full name: Director Enterprise & Innovation

Position held: Finance Office

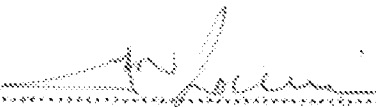
University of Birmingham

Date: 5-8-19

SIGNED by

INVEX THERAPEUTICS LIMITED

acting by

Signature: 

Full name: Jason Lovell

Position held: Chairman

Date: 5th August 2019

PATENT

RECORDED: 11/20/2020

REEL: 054488 FRAME: 0967