

<b>PATENT ASSIGNMENT COVER SHEET</b>
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 Stylesheet Version v1.2

EPAS ID: PAT6447303

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION	11/16/2020
<b>RECEIVING PARTY DATA</b>	
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<b>City:</b>	ESSEN
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	45128
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10053501
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	003037USPCT
<b>NAME OF SUBMITTER:</b>	MALIKA ASH SHAKUR
<b>SIGNATURE:</b>	/Malika Ash Shakur/
<b>DATE SIGNED:</b>	12/14/2020
<b>Total Attachments: 10</b>	
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# **Assignment and Amendment Deed – Licensed Patents (relating to the Recombinant Polymer Licence Agreement)**

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**Commonwealth Scientific and Industrial research Organisation (CSIRO)**

**Evonik Operations GmbH (Evonik)**

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## Contents

	<b>Page</b>
<b>1. Definitions and interpretation</b>	<b>1</b>
1.1 Definitions	1
1.2 Interpretation	2
<b>2. Assignment of the Licensed Patents</b>	<b>2</b>
2.1 Assignment	2
<b>3. Consideration</b>	<b>3</b>
<b>4. General warranties</b>	<b>3</b>
<b>5. Disclaimer</b>	<b>4</b>
<b>6. Risk</b>	<b>4</b>
6.1 Release and Indemnity	4
<b>7. Amendments to the Licence Agreement</b>	<b>4</b>
<b>8. Use of name</b>	<b>5</b>
<b>9. Disputes</b>	<b>5</b>
9.1 Dispute Resolution	5
<b>10. Notices</b>	<b>5</b>
<b>11. General</b>	<b>5</b>
11.1 Governing law	5
11.2 Costs and stamp duty	5
11.3 Entire agreement and giving effect to this Deed	5
11.4 Exclusion of agency, partnership and joint venture	6
11.5 Severability	6
11.6 No waiver	6
11.7 Consents	6
11.8 Non-merger	6
11.9 Counterparts	6
<b>Schedule 1 – Licensed Patents</b>	<b>8</b>

# Assignment and Amendment Deed – Licensed Patents relating to the Recombinant Polymer Licence Agreement

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## Parties

1. **Commonwealth Scientific and Industrial Research Organisation** (ABN 41 687 119 230) a body corporate established pursuant to the provisions of the *Science and Industry Research Act 1949* (Commonwealth) and having its principal office at Clunies Ross Street, Black Mountain ACT 2601, Australia, (**CSIRO**)
2. **Evonik Operations GmbH**, Kirschenallee, 64293 Darmstadt, Germany a corporation organized under the laws of Germany (**Evonik**)

## Introduction

- A. CSIRO has filed applications and as at the Effective Date been granted certain Licensed Patents.
- B. CSIRO and Evonik Röhm GmbH entered into the Recombinant Polymer Licence Agreement in 2017 in relation to the Licensed Patents, effective as of 1 September 2017 (**Licence Agreement**).
- C. **Evonik Röhm GmbH** entered into an intragroup transfer of the Licence Agreement, under which its rights and obligations under the Licence Agreement were assumed by Evonik Degussa GmbH with effect on and from 31 July 2019. **Evonik Degussa GmbH** subsequently changed its legal name to **Evonik Operations GmbH** on 4 November 2019.
- D. CSIRO now wishes to assign the Licensed Patents to Evonik described in Schedule 1 and Evonik wishes to accept that assignment on the terms and conditions of this Deed.
- E. The Parties acknowledge that for the purposes of this Deed and the Licence Agreement, Evonik will continue to pay royalties in accordance with clause 6 of the Licence Agreement, as if the Licensed Patents were still licensed by CSIRO to Evonik.

## Operative clauses

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### 1. Definitions and interpretation

#### 1.1 Definitions

In this Deed, unless the context otherwise requires:

**Deed** means this deed between CSIRO and Evonik, including the Schedules and any attachments.

**Effective Date** means 20 November 2020.

**Exploit** means, in relation to:

- (a) a product incorporating or created using any of the Licensed Patents – to make, hire, sell or otherwise dispose of the product, offer to make, sell, hire or otherwise dispose of it, use or import it, or keep it for the purpose of doing any of those things;
- (b) a method or process incorporating or created using any of the Licensed Patents – to use the method or process or do any act mentioned in paragraph (a) in respect of a product resulting from such use; or
- (c) to licence any third party to do any act mentioned in paragraphs (a) or (b),

**Licence Agreement** means the Recombinant Polymer Licence Agreement entered into between CSIRO and Evonik Röhm GmbH in 2017 in relation to the Licensed Patents, which came into effect on 1 September 2017.

**Licensed Patents** means the definition as indicated in the Licence Agreement (with their updated status and reference numbers listed in Schedule 1).

**Parties** mean the parties to this Deed, and **Party** means any party to this Deed.

**Schedules** means the schedules to this Deed.

Other capitalised terms not otherwise defined in this Deed have the meaning given to them under the Licence Agreement.

## 1.2 Interpretation

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) A recital, schedule, annexure or a description of the Parties forms part of this Deed.
- (b) Headings are for convenience only, and do not affect interpretation.
- (c) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a Party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) If a word is defined, another part of speech has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (h) No provision of this document will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this document or that provision.

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## 2. Assignment of the Licensed Patents

### 2.1 Assignment

- (a) On and from the Effective Date, in consideration of Section 8.1 of the Licence Agreement and for the payment obligations of Evonik to CSIRO under the Licence Agreement and other consideration under this Deed, CSIRO assigns to Evonik, and Evonik accepts the assignment from CSIRO, of all CSIRO's right, title and interest in and to the Licensed Patents.
- (b) The assignment in clause 2.1(a) includes but is not limited to the following rights

- (i) the right to bring (at Evonik's sole cost) an action for and to claim (and retain) any damages or other remedies for any infringement of those rights after the Effective Date;
  - (ii) the right to apply anywhere in the world for, and obtain, a patent for the invention, and to claim priority from the application, including applications, reissues, divisional, extensions and innovation patents, renewals and re-examination of or relating to the invention;
  - (iii) the right, if any, to apply anywhere in the world for and obtain registered intellectual property rights in respect of any of the Licensed Patents, including patent rights of any kind; and
  - (iv) all benefit arising from any patent applied for or granted in respect of any of the Patents or Patent Applications.
- (c) On and from the Effective Date, Evonik is solely responsible for, at its own cost, conducting any and all of the processes required to complete registration of the inventions the subject of the Licensed Patents, including, but not limited to, examination, prosecution, appeal, and opposition processes.
  - (d) On and from the Effective Date, Evonik is solely responsible for all costs related to the Licensed Patents, including (without limitation) the costs of responding to any actions required by patent offices in any jurisdiction.
  - (e) Evonik will be responsible for, at its cost, recording or having recorded the assignment in any jurisdiction.
  - (f) On and from the Effective Date, CSIRO shall provide assistance as may be requested and required by Evonik (and at Evonik's cost) to give effect to the assignment in clause 2.1(a) and to assist Evonik until such time as Evonik's title as proprietor of the relevant Licensed Patents (patents and patent applications) have been registered at all involved patent offices and Evonik can take over filing, Prosecution and Maintenance of the Licensed Patents (patent and patent applications). The Parties acknowledge that CSIRO may engage in-country external counsel to assist with this activity and any such external costs will be reimbursed to CSIRO by Evonik.

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### 3. Consideration

- (a) The consideration for the assignment in clause 2 is the payment from Evonik to CSIRO of AU\$10 (receipt of which is hereby acknowledged) and for other good and valuable consideration under the Licence Agreement.
- (b) After the Effective Date, Evonik will provide CSIRO with annual status updates for the Licensed Patents (patent and patent applications) within the first month of each calendar year during the Term.
- (c) With effect on and from the Effective Date, Evonik grants to CSIRO a non-exclusive, royalty-free, non-transferable right to use the Licensed Patents:
  - (i) to the extent necessary for CSIRO to perform the research work in accordance with the **Sponsored Research and Development Agreement** between CSIRO and Evonik Nutrition & Care GmbH, which came into effect on 1 February 2018; and

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### 4. General warranties

- (a) Each Party represents and warrants to the other Party that:

- (i) It has full power and authority to enter into, and perform its obligations under this Deed;
- (ii) it has taken all necessary action to authorise the execution, delivery and performance of this Deed; and
- (iii) this Deed constitutes a legal, valid and binding agreement of such Party in accordance with its terms.

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## 5. Disclaimer

- (a) Solely with respect to the discussions and negotiations relating to this Deed CSIRO has not made and does not by entering into this Deed make any representation, guarantee or warranty, express or implied in addition to those made in clause 11.3 of the License Agreement:
  - (i) as to the prospects of the successful Exploitation of the Licensed Patents;
  - (ii) as to the prospects of the successful grant of patents from the Licensed Patents ;
  - (iii) as to the validity of the Patents and Patent Applications or of any claims or statements of invention therein; or
  - (iv) that the use or Exploitation of the Patents or Patent Applications will not infringe the intellectual property rights or any other rights of any person.

For the avoidance of doubt, clause 11.3 of the License Agreement shall be in full force and shall not be amended, altered or replaced by this disclaimer clause 5 of this Deed.”

- (b) Evonik will make its own inquiries to determine that Exploitation of the invention the subject of the Licensed Patents, and any product or process made or used in accordance therewith, will not infringe any third party's intellectual property rights and will be responsible for entering into any necessary licences. For the avoidance of doubt clause 5 (b) does not preclude or restrict clause 11.3 (as amended under clause 7 of this Deed) and 11.5 of the License Agreement.

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## 6. Risk

### 6.1 Release and Indemnity

- (a) Clause 11.5 (Indemnities) of the Licence Agreement is incorporated into and forms part of this Deed.

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## 7. Amendments to the Licence Agreement

- (a) The Parties agree that the Licence Agreement is amended as follows with effect from the Effective Date of this Deed:

- (i) **Clause 3.1 (Grant of Licence)** is amended by including the following clause 3.1(c):

*“Clause 3.1(c) The Parties acknowledge that following an assignment of the Licensed Patents from CSIRO to Evonik (as contemplated under clause 8.1 of this Agreement and implemented under an Assignment and Amendment Deed – Licensed Patents entered into by the Parties on or about 20 November 2020, Evonik’s rights to use the Licensed Patents arise as a consequence of it being owner and proprietor of those Licensed Patents and subclauses 3.1(a) and 3.1(b) are amended by deleting the reference to “Licensed Patents” wherever appearing in those subclauses, with effect from the Effective Date of the assignment. Notwithstanding the assignment, it is the intention of the Parties that this Agreement continue to apply to those assigned Licensed Patents and a reference to “Licensed Patents” in this Agreement shall be read as applying to those assigned Licensed Patents, unless otherwise amended in accordance with clause 16.6 of this Agreement.*”



*Without limitation, any obligation to pay royalties under this Agreement continues as if the Licensed Patents were still licensed by CSIRO to Evonik."*

- (ii) **Clause 4(d) (Evonik's general obligations)** is amended by deleting references to "Licensed Patents" in that subclause 4(d).
- (iii) **Clause 11.3 (CSIRO representations, warranties and excluded warranties)** is amended by deleting clause 11.3(a) in its entirety and replaced with "Not used".
- (iv) **Clause 14.2 (Termination by Evonik)** is deleted in its entirety and replaced with the following:

*"Clause 14.2 (Termination by Evonik) Evonik may terminate this Agreement on thirty (30) days notice in writing to CSIRO, if Due Cause arises in respect of CSIRO."*

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## 8. Use of name

Clause 10.6 (Use of name) of the Licence Agreement is incorporated into and forms part of this Deed as if a reference to "this Agreement" is a reference to "this Deed".

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## 9. Disputes

### 9.1 Dispute Resolution

- (a) Clause 13 (Dispute Resolution) of the Licence Agreement is incorporated into and forms part of this Deed as if a reference to "this Agreement" is a reference to "this Deed".

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## 10. Notices

Clause 15 (Notices) of the Licence Agreement is incorporated into and forms part of this Deed, as if a reference to "this Agreement" is a reference to "this Deed".

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## 11. General

### 11.1 Governing law

This Deed is to be interpreted and enforced in accordance with the laws of Switzerland (without giving effect to its conflicts of laws rules), and shall be governed by and interpreted in accordance with the laws of Switzerland. Clause 16.10 (Governing Law) of the Licence Agreement is incorporated into and forms part of this Deed, as if a reference to "this Agreement" is a reference to "this Deed".

### 11.2 Costs and stamp duty

Each Party shall bear its own costs (including legal costs) incurred in connection with the preparation and execution of this Deed and any other document or instrument required to be executed to complete this Deed.

### 11.3 Entire agreement and giving effect to this Deed

- (a) This Deed and the Licence Agreement constitute the entire contract between the Parties in relation to its subject matter. All prior or contemporaneous agreements, proposals, understandings and communications between or involving the Parties, whether oral or written, are superseded by this Deed and the Licence Agreement. This Deed takes precedence to the extent of any inconsistency with the Licence Agreement.
- (b) Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other Party may reasonably require to give full effect to this Deed.

**11.4 Exclusion of agency, partnership and joint venture**

Nothing in this Deed is to be treated as creating a partnership or joint venture between the Parties under the laws of any applicable jurisdiction and no Party may act or has any authority to act as agent of or in any way bind or commit the other Party to any obligation.

**11.5 Severability**

Any part, term or provision of this Deed, which is determined to be invalid or unenforceable shall be severed hence from and the remaining parts, terms and provisions shall remain in full force and effect.

**11.6 No waiver**

- (a) No waiver by a Party of any condition, part, term or provision of this Deed shall be construed as a waiver of any other condition, part, term or provision of this Deed, nor will such waiver be construed as a waiver of such condition, part, term or provision in respect of any future event or circumstance.
- (b) Any failure by a Party to compel performance by the other Party of any condition, part, term or provision of this Deed will not constitute a waiver of that condition, part, term or provision of this Deed, nor will it affect or impair the right to enforce any rights or obligations under that condition, part, term or provision of this Deed at a later time or to pursue remedies for any breach of that condition, part, term or provision of this Deed.

**11.7 Consents**

Where this Deed contemplates that a Party may agree or consent to something (however it is described), the Party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions.,

unless this Deed expressly contemplates otherwise.

**11.8 Non-merger**

The warranties, covenants and agreements of the Parties herein shall remain in full force notwithstanding the completion of this Deed and shall not merge on completion.

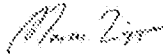
**11.9 Counterparts**

This Deed may be executed in counterparts.

Execution

Executed as a deed

Signed, sealed and delivered for and on behalf  
of Commonwealth Scientific and Industrial  
Research Organisation by:



(Signature of authorised person)

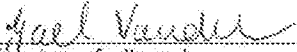
Marcus Zipper

(Print name of authorised person)

16 November 2020

(insert date)

in the presence of:



(Signature of witness)

Gael Vanderven

(Print name of witness)

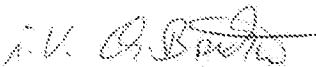
Signed, sealed and delivered for and on behalf  
of Evonik Operations GmbH. by:

(Signature of authorised person)

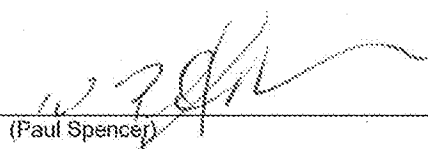
26. November 2020

(insert date)

in the presence of:

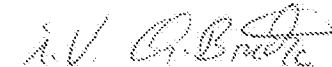


(Signature of witness)



(Paul Spencer)

VP Pharma Polymers & Services



(Dr. Christoph Brucher)

Head Global business Dev. & Contracts

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**Schedule 1 – Licensed Patents****Part A – Title: PURIFICATION OF TRIPLE HELICAL PROTEINS (CSIRO ref TW8750)****Priority date: 2013/03/21 Pub/App PCT/AU2014/000303**

Internal ID (CSIRO)	Country	Official No.	Status
TW8750/US	US	10053501; former serial no. 14/778845	Registered
TW8750/TW	TW	1657094; former appl. no. 103110793	Registered
TW8750/KR	KR	10-2015-7030050	Pending
TW8750/JP	JP	6594293; former appl. No. 2016-503493	Registered
TW8750/IN	IN	5981/CHENP/2015	OA Issued
TW8750/EP	EP	14768321	Application filed
TW8750/CN	CN	CN105143243A; former appl. No. 201480017234.5	Registered
TW8750/BR	BR	BR112015023447-0	Application filed
TW8750/AU	AU	2014234962	Registered

**Part B – MODIFIED BACTERIAL COLLAGEN-LIKE PROTEINS****Priority date: 2013/09/09 Pub/App WO2015/031950**

Internal ID (CSIRO)	Country	Official No.	Status
TW8767/US	US	10155793; former serial no. 15/024290	Registered
TW8767/TW	TW	103131099	Exam Requested
TW8767/KR	KR	10-2016-7009232	Exam Requested
TW8767/IN	IN	201647012284	Exam Requested
TW8767/EP	EP	14842530.9	Application filed
TW8767/CN	CN	201480058488.1	Registered
TW8767/AU	AU	2014317807	Registered