

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6727155

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSITY OF OTAGO	11/08/2017
RECEIVING PARTY DATA		
Name:	OTAGO INNOVATION LIMITED	
Street Address:	87 ST. DAVID STREET	
Internal Address:	PO BOX 56	
City:	DUNEDIN	
State/Country:	NEW ZEALAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16565648
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	jmurphy@langergrogan.com	
Correspondent Name:	JOSEPH F. MURPHY	
Address Line 1:	1717 ARCH STREET	
Address Line 2:	SUITE 4020	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	D2026/20021-DIV2-US	
NAME OF SUBMITTER:	JOSEPH F. MURPHY	
SIGNATURE:	/JOSEPH F. MURPHY/	
DATE SIGNED:	05/25/2021	
Total Attachments: 6		
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UNIVERSITY OF OTAGO

OTAGO INNOVATION LIMITED

**DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

"I-0679: KETAMINE"

PARTIES

UNIVERSITY OF OTAGO, a body corporate established under the University of Otago Ordinance 1869, of Leith Street, Dunedin ("**Assignor**")

OTAGO INNOVATION LIMITED, a body corporate whose registered office is situated at the Centre for Innovation, 87 St David Street, PO Box 56, Dunedin ("**Assignee**")

INTRODUCTION

- A. The Assignor is the proprietor of the Invention and all Intellectual Property Rights.
- B. The Assignor has agreed to assign to the Assignee all the Assignor's right, title and interest in and to the Invention and the Intellectual Property Rights on the terms and conditions set out below.

COVENANTS

1. DEFINITIONS

- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

"Copyright" means:

- (a) all copyrights and all rights in the nature of copyright, in any original artistic, literary and other works; and
- (b) any database rights,

comprising or relating to the Invention as may exist anywhere in the world;

"Design Rights" means all rights in and to the designs to be applied to articles of or relating to the Invention as may exist anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain protection for such designs in relation to such articles and the rights conferred by such protection when granted;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) any unregistered design rights; and
- (d) any semi-conductor topography or integrated circuit layout rights;

"Improvements" has the meaning given to that term in clause 3.1;

"Intellectual Property Rights" means all industrial and intellectual property rights (whether protectable by statute, at common law or in equity) in and to the Invention as may exist anywhere in the world and whether or not registered or registrable including, but not limited to, the Patent Rights, Copyright, Design Rights and the Know-How;

"Invention" means any and all inventions the subject of the Patent Application as improved, modified, developed or amended at any time up to the date of signing of this deed;

"Know-How" means all data, information, knowledge, formulae, techniques, methods and processes possessed by the Assignor relating to the Invention or the process for making or using it, whether or not in a recorded form;

"Patent Application" means United States Provisional Patent Application No. 15/728,695 entitled "Extended Release Pharmaceutical Formulation"; and

"Patent Rights" means all patent rights in and to the Invention as may exist or come into existence anywhere in the world including, but not limited to:

- (a) the right to apply for and obtain patents or other similar forms of protection in respect of the Invention in any country;
- (b) the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any such application or applications referred to in paragraph (a) above;
- (c) all rights conferred by any such patent(s) or similar forms of protection when granted; and
- (d) the Patent Application together with:
 - (i) any patent that may be granted pursuant to the Patent Application; and
 - (ii) any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to the Patent Applications in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

2. ASSIGNMENT

2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely all of the Assignor's right, title and interest in and to:

- (a) the Invention; and
- (b) the Intellectual Property Rights.

2.2 **Rights of action:** The assignments effected by clause 2.1 include the assignment and transfer of all rights of action, powers and benefits arising from ownership of the Intellectual Property Rights including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

3. IMPROVEMENTS

3.1 **Disclosure:** Following the date of this deed, the Assignor shall forthwith disclose to the Assignee all improvements in, modifications of or additions to the Invention devised, created, designed or acquired by the Assignor ("**Improvements**").

3.2 **Assignment:** The Assignor shall assign to the Assignee upon request all of the Assignor's right, title and interest in and to any Improvements and all intellectual property rights therein as may exist anywhere in the world on the same terms as set out in this deed.

4. EXECUTION OF DOCUMENTS

- 4.1 If requested by the Assignee, the Assignor shall at the Assignee's expense:
- (a) assist the Assignee in applying for and obtaining protection of the Intellectual Property Rights; and
 - (b) execute all documents, give such assistance and do all other acts and things which may be necessary or desirable to apply for and obtain protection of the Intellectual Property Rights, vest title in any such protection in the Assignee, enable enforcement of any of the Intellectual Property Rights, defeat any challenge to the validity of any of the Intellectual Property Rights and otherwise to implement and carry out its obligations under this deed.

5. ASSIGNEE'S OBLIGATIONS

- 5.1 **Reporting and Milestones:** The Assignee will provide to the Assignor written progress reports on the Assignee's activities and planned activities relating to the development and commercial exploitation of the Invention and Intellectual Property Rights according to the frequency as agreed by the parties.
- 5.2 **Decision not to proceed:** If at any time the Assignee decides that it does not wish to commercially exploit the Invention and Intellectual Property Rights, the Assignee shall immediately advise the Assignor and will at the Assignee's own expense execute all documents necessary or desirable to assign to the Assignor all its rights, title and interests in and to the Invention and Intellectual Property Rights together with all rights, title and interests in any Improvements to the Invention made or owned by the Assignee and all intellectual property rights therein. For the avoidance of doubt, the Assignee shall not assign such rights, title and interests to any inventor of the Invention without the prior consent of the Assignor.

6. GENERAL

- 6.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 6.2 **Counterparts:**
- (a) This deed may be executed in any number of counterparts (including facsimile and pdf copies) all of which, when taken together, will constitute one and the same instrument.
 - (b) A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or pdf copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- 6.3 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

SIGNED AS A DEED

SIGNED by **UNIVERSITY OF OTAGO** in
the presence of:



Signature of Authorised Signatory

DR GAVIN CLARK
Director, Research and Enterprise

Name of Authorised Signatory University of Otago

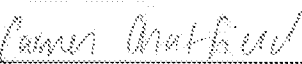
Title of Authorised Signatory

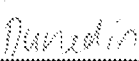
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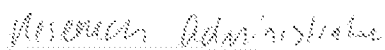
Date

WITNESS

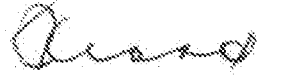
Signature: 

Name: 

Address: 

Occupation: 

SIGNED by OTAGO INNOVATION
LIMITED by:



Signature of Director

JOHN FRANCIS WARD

Name of Director

1 NOVEMBER 2017,

Date



Signature of Director

Peter Horwood

Name of Director

31 Oct 2017

Date