

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6733568

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHARLES TEO	10/16/2019
RECEIVING PARTY DATA		
Name:	OMNISCIENT NEUROTECHNOLOGY PTY LIMITED	
Street Address:	LEVEL 4, 131 MACQUARIE ST.	
City:	SYDNEY	
State/Country:	AUSTRALIA	
Postal Code:	2000	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17066171
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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:	(650) 839-5070	
Email:	apsi@fr.com	
Correspondent Name:	C. ERIC SCHULMAN	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	49255-0002001	
NAME OF SUBMITTER:	SARAH E. HOKE	
SIGNATURE:	/Sarah E. Hoke/	
DATE SIGNED:	05/27/2021	
Total Attachments: 4		
source=49255_0002001_Teo_Assignment#page1.tif		
source=49255_0002001_Teo_Assignment#page2.tif		
source=49255_0002001_Teo_Assignment#page3.tif		
source=49255_0002001_Teo_Assignment#page4.tif		

DEED OF ASSIGNMENT

THIS DEED is made the 16th day of October 2019.

PARTIES:

1. **DR CHARLIE TEO** of 55 Bourke Street, Queens Park NSW 2022 (the "**Inventor**")
2. **OMNISCIENT NEUROTECHNOLOGY PTY LIMITED** (ACN 632 853 555) of 55 Bourke Street, Queens Park NSW 2022 ("**Omniscient**")

RECITALS:

- A. The Inventor is a true inventor of an invention relating to the processing of images generated by Magnetic Resonance Imaging ("**MRI**") systems titled "Image Processing Method and Apparatus" as described in the patent application prepared by Spruson & Ferguson Pty Ltd under attorney docket number P0007023AU ("**Invention**"), shortly to be the subject of an Australian patent application of the same title.
- B. The Inventor wishes to assign his entire right, title and interest in the Invention and Assigned IP to Omniscient and Omniscient wishes to accept the assignment on the terms and conditions of this deed.

IT IS AGREED:

1. DEFINITIONS

Assigned IP means all Intellectual Property in the Invention, the Patent Rights and all Intellectual Property in the Technical Information.

Intellectual Property means all means statutory and other proprietary rights in respect of copyright and neighbouring rights; all rights in relation to inventions, patents, utility models, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information be kept confidential, but does not include moral rights that are not transferable.

Patent Rights means:

- (a) any patent applications to be filed in respect of any aspect of the Invention anywhere in the world, including the PCT patent application referred to in Recital A;
- (b) all patent applications that are based on, or claim priority from, or are divided from or are continuations of, or are additions to the patent applications described in paragraph (a); and
- (c) all patents which may be granted pursuant to any of the patent applications referred to in paragraphs (a) and (b).

Technical Information means information, including know how, drawings, specifications, designs, test results, data, protocols, processes, algorithms, source codes, object codes, manuals and other technical information relating to the Invention or the Assigned IP, and any material form in which the above materials or information are contained or embodied, or from which they can be reproduced.

LC0008738.23332637

2. ASSIGNMENT

- 2.1 In consideration for the sum of A\$1.00 and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by the Inventor), the Inventor hereby assigns to Omniscient his entire right, title and interest in the Invention and the Assigned IP, with effect on and from the creation of the Invention and the Assigned IP (as applicable), including without limitation:
- (a) the right to apply for any form of protection, including patent or other applications for or in relation to the Invention or the Assigned IP anywhere in the world;
 - (b) the right to claim priority from any patent or other applications or registrations within the Assigned IP;
 - (c) the right to use or commercially exploit the Invention and the Assigned IP;
 - (d) the right to sue for damages and all other remedies in respect of any infringement of the Invention or the Assigned IP which may have occurred before the date of this deed; and
 - (e) the rights to otherwise fully and entirely stand in the place of the Inventor in all matters related to any foregoing.
- 2.2 To the extent (if any) that legal and beneficial ownership of the Invention or the Assigned IP cannot validly vest in Omniscient from the creation of the Invention or the Assigned IP (as applicable), such assignment will take effect on and from the date of execution of this deed.

3. FURTHER ASSURANCE

- 3.1 The Inventor agrees, upon the request of Omniscient:
- (a) to do all acts and to execute and deliver all documents necessary for further assuring the right, title and interest of Omniscient in and to the Invention and the Assigned IP;
 - (b) (to the extent legally and practically possible) to execute documents and give evidence required for the prosecution of applications within the Assigned IP, the defence of oppositions to such applications, the enforcement of the Assigned IP and the defence of the validity of the Assigned IP; and
 - (c) to make available at the expense of Omniscient any information, books and records in its possession or control reasonably required for the prosecution of applications within the Assigned IP, the enforcement of the Assigned IP and the defence of the validity of the Assigned IP.

4. WARRANTY

- 4.1 The Inventor warrants that:
- (a) he is a true inventor of the Invention and no part of any work by him in the course of creating the Invention or the Assigned IP was undertaken for the purposes of his employment or engagement by a third party; and
 - (b) the assignment of the Invention and Assigned IP pursuant to this deed does not place him in breach of any contract, arrangement or understanding with any third party.

5. AUTHORITY

- 5.1 The Inventor authorises Omniscient, or a successor in title of Omniscient, to file and prosecute an application for patent or other protection for the Invention or the Assigned IP in the name of the Inventor if such an application is required by the laws of any country. The Inventor agrees and acknowledges that any applications filed in the name of the Inventor in relation to the Invention or the Assigned IP are solely for the benefit of Omniscient; and the Inventor acquires no right, title or interest in or to such applications.

6. GENERAL

- 6.1 This deed contains the entire agreement between the parties as to its subject matter. No amendments to this deed will be effective unless it is in writing and signed by all parties.
- 6.2 This deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document. An executed counterpart may be delivered by facsimile or other electronic means.
- 6.3 The following rules of interpretation apply unless the context requires otherwise.
- (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and conversely.
 - (c) Where examples of a thing or set of things are given by reference to the word "including", the meaning of references to the thing or set of things is not to be limited by reference to the examples.
 - (d) A reference to any party to this deed or any other deed or document includes the party's successors and permitted assigns.
 - (e) This document or any part of it is not to be construed against a party because that party drafted or proposed it.
- 6.4 An assignee under this deed will pay to the respective assignor all taxes or imposts in the nature of goods and services tax ("GST") as may be assessed from time to time in connection with the assignment of the Invention and the Assigned IP pursuant to relevant legislation upon receipt of a valid tax invoice.
- 6.5 If any provision of this deed is unenforceable or invalid for any reason, the relevant provision will be deemed to be modified to the extent necessary to remedy such unenforceability or invalidity or, if this is not possible, then such provision will be severed from this deed, without affecting the enforceability or validity of any other provision of this deed.
- 6.6 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.

[The next page is the execution page.]

SIGNED SEALED AND DELIVERED)
as a deed by)
Dr CHARLIE TEO)
in the presence of)

Signature of Witness

Name of Witness

Signature of Dr Charlie Teo

Date

EXECUTED AS A DEED)
by OMNISCIENT NEUROTECHNOLOGY)
PTY LIMITED)
in accordance with)
s127 of Corporations Act 2001 (Cth))

Signature of Director / Secretary

Name of Director / Secretary

Date: 16 / 10 / 2019

Signature of Director

Name of Director

Date: / / 2019