

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6733627

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEPHANE PHILIPPE DOYEN	10/18/2019
RECEIVING PARTY DATA		
Name:	OLIVER WYMAN PTY LTD	
Street Address:	ONE INTERNATIONAL TOWERS	
Internal Address:	100 BARANGAROO AVENUE	
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: 6		
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ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 18 day of October 2019.

PARTIES:

1. STEPHANE DOYEN of 8 Queen Street, Glebe NSW 2037, Australia (the "Inventor")
2. OLIVER WYMAN PTY LTD (ACN 108 211 543) of One International Towers, 100 Barangaroo Avenue, Sydney NSW 2000 ("OW")
3. OMNISCIENT NEUROTECHNOLOGY PTY LIMITED (ACN 632 853 555) of 55 Bourke Street, Queens Park NSW 2022 ("Omniscient")

RECITALS:

- A. The Inventor is one of the inventors 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 a patent application of the same title.
- B. At all material times during the creation of the Invention, the Inventor was employed by OW and ownership of all intellectual property in or related to the Invention (including the Assigned IP) belongs to OW.
- C. To the extent necessary, this agreement gives effect to or confirms the assignment of the Invention and the Assigned IP from the Inventor to OW.
- D. On or around 1 August 2019, OW and Omniscient entered into a Services Agreement with respect to Project Steadyfast (the "Services Agreement") under which OW has agreed to assign all intellectual property in the Works to Omniscient.
- E. The Invention was part of the Works that was created under the Services Agreement.
- F. To the extent necessary, this agreement gives effect to or confirms ownership of the Works and the Assigned IP by Omniscient with effect from the Assignment Date.

IT IS AGREED:

1. DEFINITIONS

Assigned IP means all intellectual property in the Works, including the intellectual property in the Invention and the Patent Rights, in the field of brain imagery and the process of data relating to the brain.

Assignment Date means the date of the Agreement, being 1 August 2019.

Patent Rights means:

- (a) any patent applications to be filed in respect of any aspect of the Invention anywhere in the world, including the 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).

OW Intellectual Capital has the meaning given to the term "Company IC" in the Services Agreement.

Works has the meaning given to it in the Services Agreement.

2. CONFIRMATION OF ASSIGNMENT TO OW

- 2.1 The Inventor confirms the assignment to OW of his entire right, title and interest in the Invention and the Assigned IP, with effect on and from, the earlier of, the creation of the Invention or the Assignment Date.
- 2.2 To the extent that any right, title or interest in the Invention or the Assigned IP of the Inventor was not validly assigned to OW, 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 OW his entire right, title and interest in the Invention and the Assigned IP, with effect on and from, the earlier of, the creation of the Invention or the Assignment Date, 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 agreement; and
 - (e) the rights to otherwise fully and entirely stand in the place of the Inventor in all matters related to any foregoing.
- 2.3 To the extent (if any) that legal and beneficial ownership of the Invention or the Assigned IP cannot validly vest in OW from the creation of the Invention or the Assignment Date, such assignment will take effect on and from the date of execution of this agreement.

3. ASSIGNMENT TO OMNISCIENT

- 3.1 OW confirms the assignment to Omniscient of its entire right, title and interest in the Invention and the Assigned IP, with effect on and from the Assignment Date.
- 3.2 To the extent that any of right, title or interest in the Invention or the Assigned IP of OW was not validly assigned to Omniscient, in consideration for the sum of A\$1.00 and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by OW), OW hereby assigns to Omniscient its entire right, title and interest in the Invention and the Assigned IP (including the rights owned by or assigned to OW under clause 2), with effect on and from, the Assignment Date, 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 agreement; and
 - (e) the rights to otherwise fully and entirely stand in the place of OW in all matters related to any foregoing.

- 3.3 To the extent (if any) that legal and beneficial ownership of the Invention or the Assigned IP cannot validly vest in Omniscient from the Assignment Date, such assignment will take effect on and from the date of execution of this agreement.

4. THE SERVICES AGREEMENT

- 4.1 OW and Omniscient agree that the Services Agreement remains in full force and effect. To the extent that there is any inconsistency between the Services Agreement and this agreement, the provisions of the Services Agreement will prevail.
- 4.2 OW retains all rights in and shall be entitled to use without restriction the OW Intellectual Capital in accordance with the Services Agreement.

5. GENERAL

- 5.1 No amendments to this agreement will be effective unless it is in writing and signed by all parties.
- 5.2 This agreement 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.
- 5.3 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 agreement or any other agreement 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.
- 5.4 If any provision of this agreement 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 agreement, without affecting the enforceability or validity of any other provision of this agreement.
- 5.5 Each signatory to this agreement warrants that he or she has authority to bind to this agreement the party that he or she is stated to represent.
- 5.6 This agreement 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.

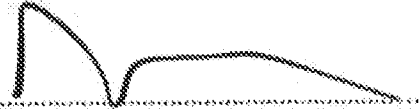
EXECUTED AS AN AGREEMENT)
by STEPHANE DOYEN)
in the presence of)



Signature of Witness

Adrien Dyma

Name of Witness



Signature of Stephane Doyen

18 October 2019

Date

EXECUTED AS AN AGREEMENT)
by OLIVER WYMAN PTY LTD)
by its Authorised Representative)
in the presence of)

Signature of Witness

Name of Witness

Signature of Authorised Representative

Name of Authorised Representative

Position of Authorised Representative

Date: / /2019

EXECUTED AS AN AGREEMENT)
by OMNISCIANT NEUROTECHNOLOGY)
PTY LIMITED)
in accordance with)
s127 of Corporations Act 2001 (Cth))

Signature of Director / Secretary

Name of Director / Secretary

Date: / /2019

Signature of Director

Name of Director

Date: / /2019

EXECUTED AS AN AGREEMENT)
by STEPHANE DOYEN)
in the presence of)

Signature of Witness

Signature of Stephane Doyen

Name of Witness

Date

EXECUTED AS AN AGREEMENT)
by OLIVER WYMAN PTY LTD)
by its Authorised Representative)
in the presence of)

Signature of Witness

Signature of Authorised Representative

Name of Witness

Name of Authorised Representative

Position of Authorised Representative

Date: 18 / 10 / 2019

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

Signature of Director / Secretary

Signature of Director

Name of Director / Secretary

Name of Director

Date: / / 2019

Date: / / 2019

EXECUTED AS AN AGREEMENT
by STEPHANE DOYEN
in the presence of

Signature of Witness

Name of Witness

Signature of Stephane Doyen

Date

EXECUTED AS AN AGREEMENT
by OLIVER WYMAN PTY LTD
by its Authorised Representative
in the presence of

Signature of Witness

Name of Witness

Signature of Authorised Representative

Name of Authorised Representative

Position of Authorised Representative
Date: / /2019

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

Signature of Director / Secretary

DR. CHARLES TEO
Name of Director / Secretary
Date: 18 / 10 /2019

Signature of Director

Dr. Michael Sughrue
Name of Director
Date: 18 / 10 /2019