# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6762064

SUBMISSION TYPE: NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

### **CONVEYING PARTY DATA**

Name	Execution Date
ROBYN O'HEHIR	10/07/2013
JENNIFER ROLLAND	10/08/2013
SARA PRICKETT	10/06/2013

### **RECEIVING PARTY DATA**

Name:	MONASH UNIVERSITY	
Street Address:	WELLINGTON RD.	
City:	MELBOURNE	
State/Country:	AUSTRALIA	
Postal Code:	3800	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	15024666	

### **CORRESPONDENCE DATA**

Fax Number: (617)542-2241

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.

Phone: (617) 348-1838

Email: IPDocketingBOS@mintz.com, jfoley@mintz.com

MINTZ LEVIN **Correspondent Name:** 

Address Line 1: ONE FINANCIAL CENTER

Address Line 4: BOSTON, MASSACHUSETTS 02111

DATE SIGNED:	06/15/2021
SIGNATURE:	/Ingrid A. Beattie/
NAME OF SUBMITTER:	INGRID A. BEATTIE, PH.D., J.D.
ATTORNEY DOCKET NUMBER:	028616-502N01US

### **Total Attachments: 5**

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**PATENT** 506715246

REEL: 056543 FRAME: 0517

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PATENT REEL: 056543 FRAME: 0518

# DEED OF ASSIGNMENT

### BETWEEN:

	Robyn O'Hehir
of	120 Gatehouse Street, Parkville, Vic 3052, Australia
	Address
	("Employee")
	Jennifer Rolland
of	16 Tashinny Road, Toorak, Vic 3142, Australia
	Address
	("Employee")
	Sara Prickett
of	17/21-23 Tiuna Grove, Elwood, Vic 3184, Australia
	Address
	("Employee")

AND:

Monash University of Wellington Road, Clayton, Victoria, 3800, Australia, a University and body corporate that exists pursuant to the Monash University Act 2009 (Vic.) ("University")

# RECITALS

- A. The Employee is the/an inventor of the invention(s) described in the patent application(s) set out in the schedule (the "Scheduled Intellectual Property"), and made the invention(s) in the course of his/her employment with the University.
- B. The Employee has agreed, for the avoidance of doubt, to confirm that he/she has assigned all his/her rights (if any) in and to the Scheduled Intellectual Property to the University.
- C. If the Scheduled Intellectual Property assigned under this Deed is commercialised, net revenue received by the University will be shared with the Employee according to the University Council Statement on Patent Revenue Distribution.

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### IT IS AGREED:

#### 1. Definitions

- 1.1. "Confidential Information" means all information of a confidential nature relating to or having a connection with the Scheduled Intellectual Property which came into existence prior to the date of this Deed or is created after the date of this Deed.
- 1.2. "Intellectual Property" means any copyright work, circuit layout, eligible layout, design, patent, invention, confidential information, know-how, plant variety, trade mark or other insignia of origin, and any related right.
- 1.3. "Scheduled Intellectual Property" means the invention(s) described in the patent application(s) set out in the schedule.

## 2. Assignment

- 2.1 The Employee hereby acknowledges that:
  - 2.1.1 pursuant to the law and/or an express and/or implied term in the Employee's contract of employment, all Intellectual Property created by the Employee in the course of the Employee's employment with the University vests in the University;
  - 2.1.2 all work in respect of the Scheduled Intellectual Property was performed in the Employee's capacity as an employee of the University in the course of the Employee's employment with the University; and
  - 2.1.3 ownership of all rights in the Scheduled Intellectual Property upon its creation vested in the University.
- 2.2 For the avoidance of doubt, to the extent that the Employee retains any rights in the Scheduled Intellectual Property, the Employee hereby assigns to the University all his/her rights, title and interest (if any) in and to the Scheduled Intellectual Property, including the rights, if any, to:
  - 2.2.1 make application for and obtain patents, design registrations and/or other forms of legal protection either presently existing or arising at any time in the future anywhere in the world including claiming priority from or otherwise based upon the Scheduled Intellectual Property;
  - 2.2.2 sue for any infringement of the Scheduled Intellectual Property rights which took place prior to the date of this Deed or which took place prior to the date of recording this Deed on a relevant register; and

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2.2.3 commercialise the Scheduled Intellectual Property.

## 3. Confidentiality

- 3.1 The Employee agrees to disclose all Confidential Information to the University.
- 3.2 The Employee acknowledges that disclosure of Confidential Information to a third party, including through publication of an academic paper, may compromise or prevent commercialisation of the Scheduled Intellectual Property.
- 3.3 The Employee agrees not to disclose any Confidential Information to a third party unless or until he/she receives authorisation from the University's Intellectual Property Manager.
- 3.4 The Employee acknowledges that disclosure of Confidential Information may only be authorised by the University. The University will act reasonably in all decisions it makes to refuse to authorise disclosure of Confidential Information.

#### 4. General

- 4.1. Each party to this Deed must, upon the request of the other party, do all such further things reasonably necessary to give effect to this Deed, including but not limited to executing further documents prepared at the expense of the University.
- 4.2. This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia and the parties agree to submit to the jurisdiction of the courts of Victoria and courts of appeal therefrom.
- 4.3. This Deed is effective on the date it is signed by the Employee.

#### Schedule

File Ref	Application / Registration Number	Country	Title
2013-030-01	2013903686	Australia	Novel immunotherapeutic
			composition and uses thereof

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EXECUTED AS A DEED:	
SIGNED SEALED AND DELIVERED by Robyn O'Hehir on 7th Ochober 2013	R. Employee Signature
in the presence of:	
Witness Signature	
Dearne Hallwell Witness Name	
SIGNED SEALED AND DELIVERED by Jennifer Rolland on 3th October 2013	) ) // Rolland Employee Signature
in the presence of:  Witness Signature	<b>)</b>
Dearnie Hallwell Witness Name	
by Sara Prickett on October 6th 2013	} } Employee Signature
in the presence of:	<b>)</b>
Affrichett Witness Signature	*
RICHARD ANTHONY PRICKETT	

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## SIGNED SEALED AND DELIVERED

for and on behalf of MONASH UNIVERSITY

pursuant to Monash University Statute 8.1 The seal

of the university and execution of deeds by:

Authorised Officer Halina Oswald JP
Director
Monash Research Offices
Monash University

Name of Authorised Officer

(The Authorised Officer signing on behalf of Monash shall be either the deputy vice-chancellor (research) or his or her delegate, the pro-vice-chancellor (research and research training), the pro-vice-chancellor (industry, engagement and commercialisation) or the director of the research office.)

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**RECORDED: 06/15/2021** 

Date