

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7129495

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MINOO J MOGHADDAM	04/30/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION
<b>Street Address:</b>	CLUNIES ROSS STREET
<b>City:</b>	ACTON
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2601
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17575568
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)327-3231
<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>	
<b>Phone:</b>	6503273400
<b>Email:</b>	long@bozpat.com
<b>Correspondent Name:</b>	JAMES S. KEDDIE
<b>Address Line 1:</b>	BOZICEVIC, FIELD & FRANCIS LLP
<b>Address Line 2:</b>	201 REDWOOD SHORES PARKWAY, SUITE 200
<b>Address Line 4:</b>	REDWOOD CITY, CALIFORNIA 94065
<b>ATTORNEY DOCKET NUMBER:</b>	FREE-032CON
<b>NAME OF SUBMITTER:</b>	JAMES S. KEDDIE
<b>SIGNATURE:</b>	/James S. Keddie/
<b>DATE SIGNED:</b>	01/19/2022
<b>Total Attachments: 6</b>	
source=FREE-032_Assignment #1_Moghaddam to CSIRO#page1.tif	
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## CONFIRMATORY DEED OF ASSIGNMENT

THIS DEED is made the 24<sup>th</sup> day of SEPTEMBER 2018

- BETWEEN** Xiaojuan **Gong** of 11 Julius Avenue, North Ryde, New South Wales 2113 Australia ("**Assignor 1**")
- AND** Julian Alexander **Barden** of 11 Julius Avenue, North Ryde, New South Wales 2113 Australia ("**Assignor 2**")
- AND** Minoo J **Moghaddam** of 11 Julius Avenue, North Ryde, New South Wales 2113 Australia ("**Assignor 3**")
- AND** **COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION** (ABN 41 687 119 230) of Clunies Ross Street, Acton 2601 ("**Assignor 4**" or "**CSIRO**")
- AND** **Biosceptre (Aust) Pty Ltd** of 11 Julius Avenue, North Ryde NSW 2113 Australia ("**the Assignee**" or "**Biosceptre**")

### RECITALS

- 1 CSIRO and Biosceptre are parties to two agreements, the first agreement entitled "Researcher Placement Agreement" executed on 11th February 2014 and the second agreement entitled "Research Placement Agreement" executed on 21st November 2014 (hereinafter collectively referred to as "the Agreements"). The Agreements provided for the carrying out of certain research activities and further provided that intellectual property rights arising out of the research activities would be owned by Biosceptre.
- 2 Gong and Barden were researchers deployed by Biosceptre under the Agreements and were both at all relevant times employees of Biosceptre. By virtue of the terms of Gong's and Barden's contract of employment with Biosceptre, Biosceptre owned the intellectual property rights generated or contributed to by Gong and Barden in the course of their employment, including intellectual property rights generated or contributed in the course of carrying out the research activities under the Agreements.
- 3 Moghaddam was one of the researchers deployed by CSIRO to the activities under the Agreements and was at all relevant times an employee of CSIRO. By virtue of Moghaddam's employment with CSIRO, CSIRO initially owned intellectual property rights generated or contributed to by Moghaddam in the course of her employment, including intellectual property rights generated or contributed to in the course of carrying out the research activities under the Agreements.
- 4 Gong, Barden and Moghaddam are the inventors of the intellectual property described in Schedule 1 ("**Intellectual Property**"). The parties now wish to acknowledge and confirm in writing certain assignments relating to the Intellectual Property, including to confirm that the intellectual property rights generated or contributed to by Moghaddam in the course of carrying out the

research activities under the Agreements initially vested in CSIRO and were subsequently assigned to Biosceptre under the terms of the Agreements.

- 5 Assignor 1 wishes to acknowledge and confirm in writing that Assignor 1 has assigned any and all right, title or interest in the Intellectual Property described in the schedule to the Assignee on the date of creation of such Intellectual Property in accordance with her employment contract with Biosceptre.
- 6 Assignor 2 wishes to acknowledge and confirm in writing that Assignor 2 has assigned any and all right, title or interest in the Intellectual Property described in the schedule to the Assignee on the date of creation of such Intellectual Property in accordance with his employment contract with Biosceptre.
- 7 Assignor 3 wishes to acknowledge and confirm in writing that Assignor 3 has assigned any and all right, title or interest in the Intellectual Property described in the schedule to the Assignor 4 on the date of creation of such Intellectual Property in accordance with her employment contract with CSIRO.
- 8 Assignor 4 wishes to acknowledge and confirm in writing that Assignor 4 has assigned any and all right, title or interest in the Intellectual Property described in the schedule to the Assignee in accordance with the Agreements.

## ASSIGNMENT

This deed witnesses that, in consideration of the mutual promises contained in this Deed and for the payment of \$1.00, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor 1, Assignor 2 and Assignor 3 are the creators of the Intellectual Property, described in Schedule 1. Assignor 1 and Assignor 2 were at all material times employees of Biosceptre. Assignor 3 was at all material times an employee of CSIRO.
2. Assignor 1 acknowledges and confirms the assignment to the Assignee of any and all of Assignor 1's right, title and interest in the Intellectual Property, free of encumbrances.
3. Assignor 2 acknowledges and confirms the assignment to the Assignee of any and all of Assignor 2's right, title and interest in the Intellectual Property, free of encumbrances.
4. Assignor 3 acknowledges and confirms the assignment to the Assignee of any and all of Assignor 3's right, title and interest in the Intellectual Property, free of encumbrances.
5. Assignor 4 acknowledges and confirms the assignment to the Assignee of any and all of Assignor 4's right, title and interest in the Intellectual Property, in accordance with the Agreements, free of encumbrances.
6. Assignor 1, Assignor 2, Assignor 3 and Assignor 4 agree to:
  - a. execute all documents the Assignee reasonably requests to enable the Assignee to have the Assignee's name entered in any registers of intellectual property as the sole proprietor of the Intellectual Property; and
  - b. provide to the Assignee all documents the Assignee reasonably requests in relation to the Intellectual Property.

## **SCHEDULE 1 – Intellectual Property**

Australian Patent Application No 2016904292  
filed on 21 October 2016  
entitled "Cytotoxic particles",  
and the invention(s) described in that application and the right to file further  
application(s), including application(s) in foreign countries, for invention(s)  
described in that application.

International Patent Application No PCT/AU2017/050885  
filed on 18 August 2017  
entitled "Cytotoxic particles"  
and claiming convention priority from Australian Patent Application No 2016904292  
filed on 21 October 2016  
and the invention(s) described in that International Patent Application and the right  
to file further application(s), including applications in foreign countries, for  
invention(s) described in that application.

The right to claim priority under any applicable International convention for patent  
application(s) relating to invention(s) described in the abovementioned patent  
application(s).

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**EXECUTED AS A DEED**

**SIGNED, SEALED AND DELIVERED** by Xiaojuan Gong

*in the presence of*

Xiaojuan Gong  
Name

CASSANDRA G FARLOW  
Name of Witness

Xiaojuan Gong  
Signature

[Signature]  
Signature

30/04/2018  
Date

**SIGNED, SEALED AND DELIVERED** by Julian Alexander Barden

*in the presence of*

JULIAN A. BARDEN  
Name

SUSAN SHERLOCK  
Name of Witness

[Signature]  
Signature

[Signature]  
Signature

30/04/2018  
Date

**SIGNED, SEALED AND DELIVERED** by Mino J Moghaddam

*in the presence of*

Mino J. Moghaddam  
Name

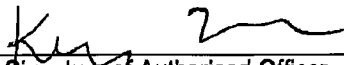
CASSANDRA G FARLOW  
Name of Witness

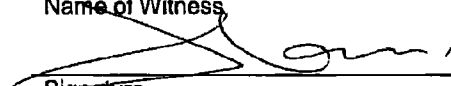
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Signature

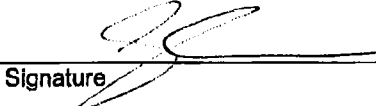
30/04/2018  
Date

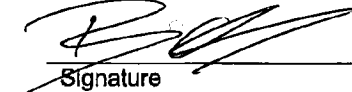
**SIGNED, SEALED AND DELIVERED** for and on behalf of  
**COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION**  
by its duly authorised officer

Kerry Fluhr  
Name of Authorised Officer  
  
Signature of Authorised Officer  
20/4/18  
Date

*in the presence of*  
DAVID LAU  
Name of Witness  
  
Signature

**SIGNED, SEALED AND DELIVERED** by Biosceptre (Aust) Pty Limited

CAVIN CURRIE  
Name  
  
Signature  
24/9/18  
Date

*in the presence of*  
BRAD MILLER  
Name of Witness  
  
Signature