

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7136181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BING WANG	08/17/2017
RECEIVING PARTY DATA	
Name:	EVERBRILLIANT PHARMA PTY LTD
Street Address:	LEVEL 10, 530 COLLINS STREET
Internal Address:	VICTORIA
City:	MELBOURNE
State/Country:	AUSTRALIA
Postal Code:	3000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16006308
CORRESPONDENCE DATA	
Fax Number:	(317)454-1349
<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:	3173410641
Email:	docket@rsindy.com
Correspondent Name:	NATALIE J. DEAN, REICHEL STOHR Y DEAN LLP
Address Line 1:	525 S. MERIDIAN STREET, SUITE 1A2
Address Line 4:	INDIANAPOLIS, INDIANA 46225
ATTORNEY DOCKET NUMBER:	D2019-12-US (FPA)
NAME OF SUBMITTER:	NATALIE J. DEAN
SIGNATURE:	/Natalie J. Dean/
DATE SIGNED:	01/24/2022
Total Attachments: 7	
source=Wang_Assignment-Everbrilliant#page1.tif	
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This deed is made on

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between Bing Wang of 3 BRYNMAWR ROAD, CAMBERWELL, VIC, 3124 (Assignor)
and EverBrilliant Pharma Pty Ltd ACN 615 727 145 of LEVEL 10, 530 COLLINS STREET, MELBOURNE, VIC, 3000 (Assignee)

Recitals

- A The Assignor is the owner of the Patent by virtue of the deed of assignment between the Assignor and Monash University, a copy of which is attached at Schedule 2.
- B The Assignor has agreed to transfer to the Assignee his right, title and interest in and to the Patent on the terms of this deed.
- C The parties have entered into this deed for the purpose of assuring that all of the right, title and interest in and to the Patent, including without limitation the legal and beneficial ownership thereof, vests with the Assignee.

Agreed terms:

1 Definitions and interpretation

1.1 Definitions

In this deed:

Business Day means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Melbourne, Victoria other than a Saturday, Sunday or public holiday in Melbourne, Victoria;

Inventions means all inventions that are the subject of the Patent.

Monash Deed means the deed of assignment referred to in Recital paragraph A

Patent means the patent application listed in Schedule 1 and includes any subsequent national phase applications to register the patent the subject of that patent application and any registered patent anywhere in the Territory arising from any of those applications.

Territory means the world.

1.2 Interpretation

In this deed:

- (a) a reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this deed and references to this deed include any recital, schedule or annexure;

- (iv) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (v) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (vi) time is a reference to legal time in Melbourne, Victoria;
- (vii) a reference to a day or a month means a calendar day or calendar month;
- (b) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (c) headings and the table of contents are for convenience only and do not form part of this deed or affect its interpretation;

2 Assignment

- (a) In consideration for the payment by the Assignee to the Assignor of the sum of \$1 (GST exclusive, and receipt of which is acknowledged by the Assignor) the Assignor hereby assigns to the Assignee:
 - (i) (the benefit of the Patents and all rights arising from them;
 - (ii) all corresponding rights obtainable throughout the Territory in respect of the Inventions; and
 - (iii) all rights, powers, liberties, and associated immunities.
- (b) The assignment in clause 2(a) takes effect on and from the date of this deed.

3 Monash Deed

The Assignee is solely responsible, and solely accountable to Monash University for the performance of the obligations of the Assignor pursuant to the Monash Deed of Assignment

4 General

4.1 Notices

- (a) In this deed, a **Notice** means:
 - (i) a notice; or
 - (ii) a consent, approval or other communication required to be in writing, under this deed.
- (b) A Notice must be in writing and signed by or on behalf of the sender addressed to the recipient and:
 - (i) delivered by personal service;
 - (ii) sent by pre-paid mail; or
 - (iii) transmitted by facsimile or email, to the recipient's address set out in this deed.

- (c) A Notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) if delivered in person, on the day of delivery if delivered before 5pm on a Business Day, otherwise on the next Business Day;
 - (ii) if sent by pre-paid mail within Australia, on the third Business Day after posting;
 - (iii) if sent by pre-paid airmail to an address outside Australia or from outside Australia, on the fifth Business Day (at the address to which it is posted) after posting;
 - (iv) if transmitted by facsimile and a correct and complete transmission report is received on the day of transmission, on that day if the report states that transmission was completed before 5pm on a Business Day, otherwise on the next Business Day; and
 - (v) if transmitted by email before 5pm on a Business Day, on the day of transmission (otherwise, if sent after 5pm, on the next Business Day), provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered.
- (d) A party may change its address for service by giving Notice of that change to each other party.
- (e) The provisions of this clause 4.1 are in addition to any other mode of service permitted by law.

4.2 Assignor's address

Bing Wang's address for service, facsimile number and electronic mail address are:

Name: Bing Wang
Attention: Bing Wang
Address: 3 Brynmawr Road, Camberwell, Vic 3124
Facsimile no: 9903 0556
Email address: drbhwang@gmail.com

4.3 Assignee's address

Assignee's address for service, facsimile number and electronic mail address are:

Name: EverBrilliant Pharma Pty Ltd
Attention: Xian Yong Bu and Bing Hui Wang
Address: LEVEL 10, 530 COLLINS STREET, MELBOURNE, VIC, 3000
Facsimile no: 9903 0556
Email address: drbhwang@gmail.com

4.4 Stamp duty

The Assignee must pay all stamp duty (including any penalties) payable or assessed in connection with this deed and any document required by or contemplated under this deed.

4.5 Legal costs

Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this deed.

4.6 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed in accordance with the laws applicable in Victoria, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

4.7 Severability

If a provision of this deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this deed.

4.8 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this deed and to perform its obligations under it.

4.9 Amendment

This deed may only be varied or replaced by a deed executed by the parties.

4.10 Counterparts

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one deed.

4.11 Entire understanding

- (a) This deed contains the entire understanding between the parties as to the subject matter of this deed.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this deed are merged in and superseded by this deed and are of no effect.

Schedule 1 – Patent

Official No.	Title	Property Type	Country	Filing Date
PCT/AU2015/050490 (WO/2016/029263)	MAPK Inhibitors	Patent Application	International (PCT)	25 August 2015

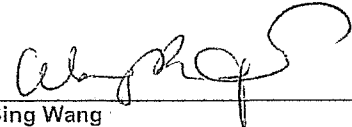
Schedule 2 – Monash University Deed of Assignment

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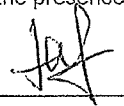
Executed as a deed

Name of witness
BLOCK LETTERS

Signed and sealed by
Bing Wang
in the presence of:



Bing Wang
17/08/2017



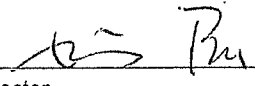
Witness signature

Witness signature

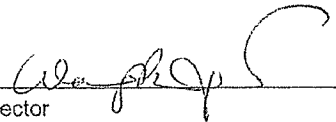
HUIQIN WANG

Name of witness
BLOCK LETTERS

Executed as a deed by EverBrilliant Pharma
Pty Ltd ACN 615 727 145 in accordance with
section 127 of the *Corporations Act 2001* (Cth):



Director



Director

XIAN YONG BU

Name of Director
BLOCK LETTERS

BING HUI WANG

Name of Director
BLOCK LETTERS

17/08/2017