

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MINOMIC INTERNATIONAL LIMITED	01/10/2022
RECEIVING PARTY DATA		
Name:	GLYP HOLDINGS PTY LIMITED	
Street Address:	75 TALAVERA ROAD	
Internal Address:	SUITE 2, GROUND FLOOR	
City:	MACQUARIE PARK	
State/Country:	AUSTRALIA	
Postal Code:	NSW 2113	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15567889
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	SPR11119P00010US	
NAME OF SUBMITTER:	MARK POLYAKOV	
SIGNATURE:	/Mark Polyakov/	
DATE SIGNED:	02/14/2022	
Total Attachments: 12		
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Supplementary Deed #1

Minomic International Limited
ABN 14 124 455 081

GlyTherix Limited
ABN 66 621 291 996

GlyP Holdings Pty Limited
ABN 48 622 546 552

GlyP Operations Pty Limited
ABN 43 622 547 782

Table of contents

1.	DEFINITIONS AND INTERPRETATION	4
1.1	Definitions.....	4
1.2	Interpretation	5
2.	TREATMENT OF SD1 PATENT RIGHTS	6
2.1	General.....	6
2.2	Enforcement and Validity Proceedings	7
2.3	Prosecution	7
2.4	Legal Proceedings.....	7
3.	TERMINATION	8
3.1	Term	8
3.2	Termination for breach	8
3.3	Termination not to affect certain provisions.....	8
4.	PUBLICITY AND CONFIDENTIALITY	8
4.1	Announcements	8
4.2	Confidentiality	8
5.	ALTERNATIVE DISPUTE RESOLUTION.....	8
5.1	Same as Shareholders Agreement	8
6.	MUTUAL WARRANTIES AND COVENANTS	8
6.1	Warranties	8
7.	NO PARTNERSHIP	9
8.	NOTICES	9
8.1	Same as Shareholders Agreement	9
9.	GENERAL	9
9.1	Assignment.....	9
9.2	Governing law	9
9.3	Costs	9
9.4	Duty	9
9.5	Severance	9
9.6	Waiver	9
9.7	Variation	10
9.8	Approvals and consents	10
9.9	Further action	10
9.10	Counterparts.....	10
9.11	No merger	10
9.12	Power of Attorney	10

THIS DEED is made on 4 July 2018

BETWEEN **Minomic International Limited**
ABN 14 124 455 081
of Suite 2, Ground Floor, 75 Talavera Road, Macquarie Park NSW 2113
(**Minomic**)

AND **GlyTherix Limited**
ABN 66 621 291 996
of Suite 2, Ground Floor, 75 Talavera Road, Macquarie Park NSW 2113
(**GlyTherix**)

AND **GlyP Holdings Pty Limited**
ABN 48 622 546 552
of Suite 2, Ground Floor, 75 Talavera Road, Macquarie Park NSW 2113
(**IPHoldCo**)

AND **GlyP Operations Pty Limited**
ABN 43 622 547 782
of Suite 2, Ground Floor, 75 Talavera Road, Macquarie Park NSW 2113
(**IPOpCo**)

RECITALS

- A. In July 2018 Minomic restructured and separated its diagnostics and therapeutics businesses by means of a restructure and demerger of its therapeutics business.
- B. As part of that restructure and demerger, Minomic assigned to IPHoldCo certain Common Patent Rights that are relevant to both diagnostics and therapeutics.
- C. IPHoldCo has granted to IPOpCo an exclusive licence of those Common Patent Rights in all fields and without reservation of any rights.
- D. IPOpCo has licensed the Common Patent Rights exclusively to Minomic in the Dx Field, and exclusively to GlyTherix in the Tx Field.
- E. Minomic has filed and prosecuted the Application (defined below). The Parties intended that the Application and rights arising from it would be assigned to GlyTherix because the Application has relevance solely to the Tx Field, but the Parties now want the Application and any SD1 Patent Rights (defined below) to be owned by IPHoldCo.
- F. The Parties desire to record their agreement for IPHoldCo's prosecution, maintenance and enforcement of the SD1 Patent Rights.
- G. This Deed is intended to indicate the manner of application to the SD1 Patent Rights of the Shareholders Agreement, the Head Licence, the Dx Sub-Licence and the Tx Sub-Licence. To the extent of any inconsistency with any of those agreements, this Deed prevails.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised words not defined in this clause have the meanings ascribed to them in the Shareholders Agreement. In this Deed:

Application means US Patent Application No. 15/567889 titled 'therapeutic antibodies and uses thereof'.

Board means the board of Directors of IPHoldCo or IPOpCo as the case may be.

Commencement Date means the date on which the Application was assigned to IPHoldCo.

SD1 Patent Rights mean the Application and:

- (a) any US patent issuing from any such patent application, including US patent no. 11,198,738 issued on 14 December;
- (b) any re-issue, re-examination, substitution addition, extension or confirmation of any of the foregoing; and
- (c) any US patent or patent application claiming priority from any of the foregoing.

Companion Diagnosis means use for the purpose of:

- (a) the identification of individual persons who are more likely or less likely to benefit from treatment with a particular therapeutic product, after a determination has been made that such persons may require treatment;
- (b) the identification of individual persons likely to be at increased or decreased risk of side effects as a result of treatment with a particular therapeutic product, after a determination has been made that such persons may require treatment; or
- (c) monitoring response to treatment with a particular therapeutic product for the purpose of adjusting treatment to achieve improved safety or effectiveness.

Deed means this deed and includes any Schedule or Annexure or variation to this deed.

Director means a person appointed as a director of IPHoldCo or IPOpCo in accordance with the Shareholders Agreement and includes an alternate director.

Dx Field means all uses and applications for the purpose of diagnosing the existence, absence, severity or progression of human or animal disease, including creating, facilitating the creation of, and assisting the interpretation of images of or relating to disease, but excluding Companion Diagnosis.

Dx Sub-Licence means the means the Sub-Licence Agreement (Dx) entered into between IPOpCo and Minomic dated 4 July 2018.

Enforcement Proceeding means any court or other process, including administrative process, available to prevent, or obtain compensation for, or other relief in respect of, any infringement of any SD1 Patent Rights.

Head Licence means the agreement of that name entered into between IPHoldCo and IPOpCo and dated 4 July 2018.

IPOpCo means GlyP Operations Pty Limited ABN 43 622 547 782 of Suite 2 G 75 Talavera Road, Macquarie Park NSW 2113.

Party means each of IPHoldCo, IPOpCo, Minomic and GlyTherix.

Shareholders Agreement means the means the Shareholders Deed – GlyP Holdings Pty Limited entered into between Minomic, GlyTherix and IPHoldCo dated 4 July 2018

Sub-licensee means an entity to which IPOpCo has granted a sub-licence of the SD1 Patent Rights, and (upon execution of the relevant agreements) will include Minomic in the Dx Field and GlyTherix in the Tx Field.

Term means the duration of this Deed unless terminated in accordance with its terms.

Tx Field means all uses and applications in human and animal healthcare relating to the treatment, prevention or amelioration of disease, excluding uses and applications for the purpose of:

- (a) diagnosing the existence, absence, severity or progression of human or animal disease; or
- (b) creating, facilitating the creation of, and assisting the interpretation of images of or relating to disease,

but including Companion Diagnosis.

Tx Proceedings means

- (c) Enforcement Proceedings brought by IPHoldCo or to which IPHoldCo becomes a party, brought in respect of allegedly infringing subject matter in the Tx Field; and
- (d) Validity Proceedings to which IPHoldCo becomes a party or in which it is otherwise entitled to participate, brought or supported by entities primarily engaging in business that is competitive with GlyTherix in the Tx Field.

Tx Sub-Licence means the means the Sub-Licence Agreement (Tx) entered into between IPOpCo and GlyTherix dated 4 July 2018

Validity Proceeding means any court or other process, including administrative process, available to any entity (including governmental authorities acting of their own motion), which may prevent or revoke the grant of any SD1 Patent Rights, or reduce the scope of the claims of any SD1 Patent Rights, after the conclusion of regular examination and the making of a decision by an examiner (including a reviewing or senior examiner) to allow an application.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. To the extent of any inconsistency with any of the Shareholders Agreement, the Head Licence, the Dx Sub-Licence and the Tx Sub-Licence, this Deed prevails. The following rules of interpretation apply unless the context requires otherwise:

- (a) the **singular** includes the plural and vice versa;
- (b) where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a **Party** to this Deed includes the Party's successors and permitted assigns;

- (d) a reference to a **person** includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (e) a reference to this Deed or another **document** includes any variation, novation, replacement or supplement to any of them from time to time;
- (f) a reference to a **part, clause, annexure, exhibit, appendix or schedule** is a reference to a part of, clause of, an annexure, exhibit, appendix or schedule to this Deed and a reference to this Deed includes any annexure, exhibit, appendix and schedule;
- (g) a reference to a **right or obligation** of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (h) a reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- (i) a reference to **conduct** includes any omission, representation, statement or undertaking, whether or not in writing;
- (j) specifying anything in this Deed the words **including, includes or for example** or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (k) no **rule of construction** applies to the disadvantage of a Party because that Party was responsible for the preparation of this document;
- (l) a reference to **dollars or \$** is to Australian currency; and
- (m) all references to **time** are to Sydney time.

2. TREATMENT OF SD1 PATENT RIGHTS

2.1 General

- (a) The parties acknowledge and agree that the SD1 Patent Rights are deemed to be Common Patent Rights for the purposes of the Shareholders Agreement, the Head Licence, and the Dx Sub-Licence.
- (b) However, the Parties further acknowledge and agree that the subject matter of the SD1 Patent Rights has no applicability in the Dx Field, and accordingly the licence of the SD1 Patent Rights from IPOpCo to GlyTherix is an exclusive licence of all substantial rights in the SD1 Patent Rights, notwithstanding the definition of Field in the Tx Sub-Licence.
- (c) Insofar as they relate to the SD1 Patent Rights:
 - (i) the definition of Field in the Tx Sub-Licence is deemed to be all fields, uses and applications; and
 - (ii) the Dx Sub-Licence is inapplicable and of no effect, therefore it grants no rights to Minomic.
- (d) In the case of enforcement of the SD1 Patent Rights, it is the intention of the Parties that such enforcement be carried out:
 - (i) most preferably, by GlyTherix; or
 - (ii) less preferably, by IPOpCo; and
 - (iii) only to the extent necessary, by IPHoldCo.

2.2 Enforcement and Validity Proceedings

In relation to the SD1 Patent Rights:

- (a) GlyTherix's appointed Director may solely determine all matters relating to the funding or conduct of Tx Proceedings where Minomic is fully meeting the costs of such Tx Proceedings (to the extent not met by IPOpCo pursuant to the Head Licence), and has agreed to indemnify the other Parties, in accordance with the Shareholders Agreement.
- (b) Minomic's appointed Director may not have any role in any matters relating to Tx Proceedings.
- (c) If a matter arises in the course of the Activities of IPHoldCo or IPOpCo that:
 - (i) relates solely to the SD1 Patent Rights;
 - (ii) can be dealt with in a manner that has no material adverse consequences or material risks to Minomic in the Dx Field; and
 - (iii) GlyTherix fully funds any costs and expenses associated with that matter not provided for in the Budget,

then GlyTherix's appointed Director may solely determine issues relating solely to that matter.

2.3 Prosecution

IPHoldCo must prosecute and maintain the SD1 Patent Rights during the Term in accordance with the directions of, and at the cost of, GlyTherix.

2.4 Legal Proceedings

- (a) GlyTherix will have the right, through its appointed Director, to determine whether to institute or defend any Tx Proceeding and to manage and determine IPHoldCo's and/or IPOpCo's participation in the conduct of any Tx Proceeding, in which event:
 - (i) GlyTherix's appointed Director may do all acts and execute all documents as may be necessary or desirable to enable IPHoldCo and/or IPOpCo to institute, prosecute and/or defend the Tx Proceeding;
 - (ii) GlyTherix must supply reasonably satisfactory evidence to Minomic that GlyTherix has sufficient resources to meet the reasonably anticipated cost of the Tx Proceeding (which may be in the form of funding or indemnity from third parties);
 - (iii) GlyTherix will pay all costs, charges and fees incurred by IPHoldCo and/or IPOpCo in connection with such Tx Proceeding and will indemnify IPHoldCo against all costs, charges, fees and any actions, claims, proceedings or demands (including adverse costs awards) arising out of or relating to such Tx Proceeding;
 - (iv) GlyTherix may retain all damages or other amounts recovered in respect of the Tx Proceeding; and
 - (v) GlyTherix may not settle or otherwise agree to a resolution of any Tx Proceeding in any way that consents to revocation or disclaimer of any SD1 Patent Rights or reduces the claim scope of the SD1 Patent Rights, or make any formal concession to that effect, without the prior written consent of Minomic.
- (b) Each Party must keep the other fully advised of the progress of all Enforcement Proceedings and Validity Proceedings, and in particular supply

copies of all court filings and evidence within a reasonable time to allow comment before they are filed or made public. Each Party must reasonably take into account comments by the other in relation to such court filings and evidence.

3. TERMINATION

3.1 Term

The Deed is deemed to have commenced on the Commencement Date and continues in force for the term of the Shareholders Agreement.

3.2 Termination for breach

It is the intention of the Parties that for the protection of the interests of Sub-licensees, and of licensees of the SD1 Patent Rights from Sub-Licensees, this Deed is not capable of termination by a Party, whether for breach (including fundamental breach) or otherwise. For the avoidance of doubt, nothing in this clause 3.2 affects any right of a Party other than the right to terminate this Deed, or any remedy of a Party other than termination.

3.3 Termination not to affect certain provisions

Termination of this Deed:

- (a) is without prejudice to any obligations of the Parties which have accrued before termination or cessation and which remain outstanding; and
- (b) will not affect any provision of this Deed which is expressed to come into effect on, or to continue in effect after, that termination or cessation.

4. PUBLICITY AND CONFIDENTIALITY

4.1 Announcements

The provisions of the Shareholders Agreement relating to announcements apply to this Deed.

4.2 Confidentiality

The provisions of the Shareholders Agreement relating to confidentiality apply to this Deed.

5. ALTERNATIVE DISPUTE RESOLUTION

5.1 Same as Shareholders Agreement

The provisions of the Shareholders Agreement relating to alternative dispute resolution apply to this Deed.

6. MUTUAL WARRANTIES AND COVENANTS

6.1 Warranties

Each Party warrants that:

- (a) it has the capacity to enter into and to perform and complete its obligations under this Deed;
- (b) it has taken all necessary legal action to authorise the entry into and performance of this Deed and its obligations under this Deed; and

- (c) where it enters into this Deed as a company:
 - (i) it is duly incorporated and validly exists under the laws of its jurisdiction;
 - (ii) it is not affected or threatened by any form of insolvency or administration; and
 - (iii) it has taken all corporate action and passed all appropriate resolutions that are necessary to authorise execution and performance of this Deed.

7. NO PARTNERSHIP

Nothing in this Deed creates or is to be taken to create any partnership between the Parties or any of them.

8. NOTICES

8.1 Same as Shareholders Agreement

The provisions of the Shareholders Agreement relating to notices apply to this Deed.

9. GENERAL

9.1 Assignment

A Party may not assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of each other Party, which consent may be granted or withheld by the other Parties in their absolute discretion.

9.2 Governing law

This Deed is governed by the laws of New South Wales and all Parties submit to the exclusive jurisdiction of the courts of that State.

9.3 Costs

Except as otherwise provided in this Deed, Minomic will pay the costs and expenses in connection with the negotiation, preparation, execution, and performance of this Deed and other preceding and ancillary documents.

9.4 Duty

All duty, excluding stamp duty, payable on or in connection with this Deed and anything done or to be done under this Deed must be paid by IPHoldCo. All stamp duty payable on or in connection with this Deed and anything done or to be done under this Deed must be paid by the parties in equal shares.

9.5 Severance

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of the provision in any other jurisdiction.

9.6 Waiver

- (a) Waiver of a breach or of any right of election arising from a breach of this document must be in writing and signed by the Party granting the waiver.

- (b) A breach or any right of election arising from a breach of this document is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

9.7 Variation

Any variation of this document must be in writing and signed by the Parties.

9.8 Approvals and consents

Except where this Deed expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Deed.

9.9 Further action

Each Party must take all steps, execute all documents and do everything reasonably required by any other Party to give effect to the transactions contemplated by this Deed.

9.10 Counterparts

This Deed may be executed in a number of counterparts which together will constitute the one instrument. A Party may execute this Deed by signing any counterpart.

9.11 No merger


The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

9.12 Power of Attorney

Each person who executes this Deed on behalf of a Party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

EXECUTED as a DEED

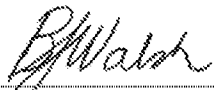
EXECUTED by
Minomic International Limited ABN 14
124 455 081 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) in the presence of:



Signature of director/secretary

David Burdis

Name of director/secretary



Signature of director


Brad Walsh

Name of director

10 January 2022

Date of execution

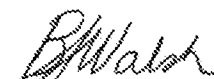
EXECUTED by
GlyTherix Limited ABN 66 621 291 996
in accordance with section 127 of the
Corporations Act 2001 (Cth) in the
presence of:



Signature of director/secretary

David Burdis

Name of director/secretary



Signature of director

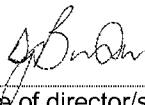
Brad Walsh

Name of director

10 January 2022

Date of execution

EXECUTED by
GlyP Holdings Pty Limited
ABN 48 622 546 552
in accordance with section 127 of the
Corporations Act 2001 (Cth) in the
presence of:



Signature of director/secretary



Signature of director

David Burdis

Name of director/secretary

Brad Walsh

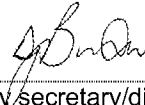
Name of director

10 January 2022


Date of execution

EXECUTED by
GlyP Operations Pty Limited
ABN 43 622 547 782
in accordance with section 127 of the
Corporations Act 2001:

)
)
)
)
)



Company secretary/director



Director

David Burdis

Name of company secretary/director
(please print)

Brad Walsh

Name of director
(please print)

10 January 2022

Date of execution