#### 507784295 03/07/2023

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7831423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

## **CONVEYING PARTY DATA**

Name	Execution Date
MEDVET SCIENCE PTY. LTD.	07/31/2018

## **RECEIVING PARTY DATA**

Name:	AUSHEALTH CORPORATE PTY LTD		
Street Address:	65 HARDY'S ROAD		
City:	UNDERDALE		
State/Country:	AUSTRALIA		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16085965

## CORRESPONDENCE DATA

Fax Number: (650)938-5200

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: 650-335-4926

Email: tquillin@fenwick.com

**Correspondent Name:** PAYAL B. SUD

Address Line 1: FENWICK & WEST LLP Address Line 2: **801 CALIFORNIA STREET** 

Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	35083-41600/US
NAME OF SUBMITTER:	PAYAL B. SUD
SIGNATURE:	/35083-41600/
DATE SIGNED:	03/06/2023

## **Total Attachments: 4**

source=ASIC Change of Name Certificate#page1.tif

source=CALHNI Agency Agreement#page1.tif

source=CALHNI Agency Agreement#page2.tif

source=CALHNI Agency Agreement#page3.tif

**PATENT** REEL: 062903 FRAME: 0638 507784295





# **Certificate of Registration on Change of Name**

This is to certify that

MEDVET SCIENCE PTY. LTD.

Australian Company Number 008 089 745

did on the thirty-first day of July 2018 change its name to

AUSHEALTH CORPORATE PTY LTD

Australian Company Number 008 089 745

The company is a proprietary company.

The company is limited by shares.

The company is taken to be registered under the Corporations Act 2001 in South Australia and the date of commencement of registration is the twenty-eighth day of November, 1985.

fares Physton

Issued by the Australian Securities and Investments Commission on this thirty-first day of July 2018.

James Shipton Chair

PATENT REEL: 062903 FRAME: 0639

AGENCY AGREEMENT with Medvet Science Pty Ltd for the Assignment, Licensing and
Commercialisation of Intellectual Property owned by Central Adelaide Local Health Network
Incorporated

DATED	<u> </u>	$ \neg $	20	4	4

#### **BETWEEN:**

**CENTRAL ADELAIDE LOCAL HEALTH NETWORK INCORPORATED** of North Terrace, Adelaide, South Australia (**Principal**)

#### AND:

MEDVET SCIENCE PTY LTD (ACN 008 089 745) of 65 Hardy's Road, Underdale, South Australia (Agent)

#### INTRODUCTION

- A. Principal is a South Australian Government statutory body incorporated under the Health Care Act 2008 (SA).
- B. Agent is a company incorporated under the *Corporations Act 2001* (Cth) and is wholly owned by Principal.
- C. Agent has been the commercialisation agent for Royal Adelaide Hospital since 2004 and has previously been the commercialisation agent for SA Pathology.
- D. Principal has agreed to appoint Agent and the Agent will represent Principal as sole and exclusive authorised agent limited to the assignment, licensing and commercialisation of intellectual property owned by Principal from the date of the agreement until this agreement ends on the following terms.

#### **TERMS**

#### 1. **DEFINITIONS**

In this agreement:

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia;

**Encumbrance** means any encumbrance or security interest and includes any legal or equitable mortgage, charge (fixed or floating), hypothecation, pledge, lien, title retention or conditional sales agreement, hire or hire purchase agreement, option or restriction about transfer, use or possession;

**Committee** means the Intellectual Property Development Committee established by Agent under clause 4:

**GST** means goods and services tax or any other similar tax imposed by reason of a supply of goods or services under this agreement;

**Financial Return** means any return generated from an IP Transaction that is or has been converted to cash, including cash from a Proprietary Return that has been disposed of;

**IP** means intellectual property, including patents, trademarks, copyright, designs, circuit layouts, plant breeder's rights, trade secrets, commercial know-how and all related rights recognised by statute and common law;

**REEL: 062903 FRAME: 0640** 

4.3

#### **DUTIES OF AGENT** 5.

- Agent will manage any allocated portfolio of Principal's IP including: 5.1
  - assess market feasibility and maximum return to inventors and Principal; 5.1.1
  - assess the various options and determine how to commercialise 5.1.2 Principal's IP, taking into consideration:
    - (a) joint ventures;
    - licensing; (b)
    - cross-licensing; and (c)
    - assignment; (d)
  - determine the value of Principal's IP, option payments and royalties; 5.1.3
  - hold the registrable rights of Principal's IP in Agent's name; 5.1.4
  - actively source commercial partners and funding opportunities for 5.1.5 Principal's IP;
  - 5.1.6 negotiate and legally prepare contracts;
  - invoice, collect and distribute funds received for commercialisation of 5.1.7 Principal's IP;
  - prepare, review and coordinate all documentation for registration 5.1.8 protection of Principal's IP, including patents, trademarks, designs and copyright;
  - maintain registration of patents, trademarks, designs and other 5.1.9 registrable IP as necessary;
  - prepare and legally review all material transfer and confidentiality 5.1.10 agreements;
  - 5.1.11 prepare and run patent prosecution;
  - follow the Intellectual Property Evaluation, Protection and 5.1.12 Commercialisation Process in Annexure A, as amended from time to time.
- Nothing in clause 5.1 obliges Agent to itself commercialise any of Principal's IP, Agent 5.2 may, if it does not have the capacity to do so itself, licence or assign particular Principal's IP to a third party for that third party to commercialise.

5.3

5.4

REEL: 062903 FRAME: 0641

or to be incurred by that party, the amount of the payment must be reduced by the amount of any input tax credit to which the party is entitled for that expense or other liability, such reduction to be effected before calculation of the GST payable on that supply.

# **EXECUTED** as an agreement

SIGNED by MEDVET SCIENCE PTY LTD in	1
accordance with section 127 of the Corporations Act 2001 by:	
1/1/	. #
Director	
Greg Johana.	
Name of Director	
Director or Secretary	
TIME A SCHOOLS	
Name of Director or Secretary	

**EXECUTED** for and on behalf of **CENTRAL** ADELAIDE LOCAL HEALTH NETWORK INCORPORATED by

who is duly authorised in that regard, in the presence of:

Signature of Witness

LAME MANSECC

Print Full Name of Witness

Agency Agreement

REEL: 062903 FRAME: 0642

Signature of Authorised Delegate