

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/02/2023
CONVEYING PARTY DATA	
Name	Execution Date
PROTEOMICS INTERNATIONAL PTY LTD	06/29/2023
RECEIVING PARTY DATA	
Name:	PROTEOMICS INTERNATIONAL (IP) PTY LTD
Street Address:	SUITE 13 THE ATRIUM
Internal Address:	123A COLIN STREET
City:	WEST PERTH, WA
State/Country:	AUSTRALIA
Postal Code:	6005
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9146243
Patent Number:	9733259
Patent Number:	10191067
Application Number:	17908883
CORRESPONDENCE DATA	
Fax Number:	(202)540-8020
<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>	
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Correspondent Name:	SUZANNAH K. SUNDBY, ESQ.
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Address Line 2:	CANADY + LORTZ LLP
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ATTORNEY DOCKET NUMBER:	012116.002US1
NAME OF SUBMITTER:	SUZANNAH K. SUNDBY
SIGNATURE:	/Suzannah K. Sundby/
DATE SIGNED:	07/04/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT (Confirmatory)

THIS AGREEMENT is made the 29th day of June 2023.

BETWEEN

Proteomics International Pty Ltd of Suite 13, The Atrium, 123A Colin Street, West Perth, Western Australia 6005 (hereinafter referred to as "PI" or "Assignor")

-and-

Proteomics International (IP) Pty Ltd of Suite 13, The Atrium, 123A Colin Street, West Perth, Western Australia 6005 (hereinafter referred to as "PIIP" or "Assignee")

RECITALS

- A. By virtue of a deed of assignment dated 1 February 2023 ("Earlier Agreement") PI assigned its ownership of the rights to the Patent Applications and Trade Marks to PIIP.
- B. PI and PIIP have agreed to execute this confirmatory assignment agreement to allow for the assignment in the Earlier Agreement to be officially recorded.

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto after having the opportunity to receive legal and other professional advice as appropriate, hereby covenant and agree as follows:

1. DEFINITIONS

Patent Applications	The patents and patent applications listed in Schedule A and any and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating thereto including all divisionals, continuations, reissues, extensions, registrations, validations (such as European validations) and supplementary protection certificates.
Trade Marks	The trade marks listed in Schedule B and any and all trade marks deriving or claiming priority therefrom or otherwise relating thereto including all divisionals.

2. ASSIGNMENT

2.1 PI hereby confirms that all right, title and interest to the Patent Applications and Trade Marks is vested in PIIP.

3. PROTECTION

3.1 PI agrees to execute upon the request of PIIP or its successors, licensees, assigns and nominees, all necessary documents to affect the legal and beneficial transfer of title to the Patent Applications and Trade Marks to PIIP or its successors, licensees, assigns and nominees.

3.2 On request and without further consideration, but at the expense of PIIP, PI agrees to assist PIIP in all legal proceedings, sign all applications and other lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid PIIP, its successors, licensees, assigns and nominees to obtain and enforce the Patent Applications and Trade Marks.

4. MISCELLANEOUS

4.1 The parties agree to take any and all steps, and execute, acknowledge and deliver to the other party, any and all further instruments and assurances that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

4.2 The parties hereto agree that all covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, receivers, successors and assigns.

4.3 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural or feminine where the context so permits.

4.4 This Agreement shall be governed by and construed in accordance with the laws of Western Australia and the parties hereto hereby agree to abide by the exclusive jurisdiction of the courts of the State of Western Australia for the interpretation and enforcement hereof.

4.5 This Agreement shall not constitute either party as the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or


incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party.

4.6 Each party shall bear its own legal costs and shall on their own behalf pay any Stamp Duty in respect of this Agreement.

4.7 This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.

SIGNED for and on behalf of

Proteomics International Pty Ltd (the Assignor)

Signature: 

Signature: 


Full Name: RICHARD LIPSCOMBE

Full Name: NEVILLE GARDINER

Director/Company Secretary

Director/Company Secretary

Proteomics International (IP) Pty Ltd (the Assignee)

Signature: 

Signature: 

Full Name: RICHARD LIPSCOMBE

Full Name: NEVILLE GARDINER

Director/Company Secretary

Director/Company Secretary

SCHEDULE A - Patent Applications

Invention title / project identifier	Registration / Application number	Filing date	Country	Status
Biomarkers associated with pre-diabetes et al	2011305050	20 September 2011	Australia	Granted
Biomarkers associated with pre-diabetes et al	BR 11 2013 006764 0	20 September 2011	Brazil	Granted
Biomarkers associated with pre-diabetes et al	2811654	20 September 2011	Canada	Granted
Biomarkers associated with pre-diabetes et al	ZL2011853583	20 September 2011	China	Granted
Biomarkers associated with pre-diabetes et al	390245	20 September 2011	India	Granted
Biomarkers associated with pre-diabetes et al	6271250	20 September 2011	Japan	Granted
Biomarkers associated with pre-diabetes et al	2596486	20 September 2011	Russian Federation	Granted
Biomarkers associated with pre-diabetes et al	W00 2013 01585	20 September 2011	Indonesia	Granted
Biomarkers associated with pre-diabetes et al	188527	20 September 2011	Singapore	Granted
Biomarkers associated with pre-diabetes et al	3343226	5 April 2017/ 27 July 2022	European Patent Office/European Patent Convention	Granted
Biomarkers associated with pre-diabetes et al	181159123	12 December 2018	Hong Kong (Registration of EP3343226)	Granted
Biomarkers associated with pre-diabetes et al	202018042051	28 September 2020	India	Pending
Biomarkers associated with pre-diabetes et al	3343226	8 February 2018	Germany	Granted

			(validation of EP 3343226)	
Biomarkers associated with pre-diabetes et al	3343226	8 February 2018	Spain (validation of EP 3343226)	Granted
Biomarkers associated with pre-diabetes et al	3343226	8 February 2018	France (validation of EP 3343226)	Granted
Biomarkers associated with pre-diabetes et al	3343226	8 February 2018	United Kingdom (validation of EP 3343226)	Granted
Biomarkers associated with pre-diabetes et al	3343226	8 February 2018	Italy (validation of EP 3343226)	Granted
Biomarkers associated with pre-diabetes et al	3343226	8 February 2018	Turkey (validation of EP 3343226)	Granted
BIOMARKERS ASSOCIATED WITH DIABETIC NEPHROPATHY	3151012	20 September 2011	European Patent Office/Europ ean Patent Convention	Granted
BIOMARKERS ASSOCIATED WITH DIABETIC NEPHROPATHY	3151012	20 September 2011	Germany (validation of EP 3151012)	Granted
BIOMARKERS ASSOCIATED WITH DIABETIC NEPHROPATHY	3151012	20 September 2011	Spain (validation of EP 3151012)	Granted
BIOMARKERS ASSOCIATED WITH DIABETIC NEPHROPATHY	3151012	20 September 2011	France (validation of EP 3151012)	Granted
BIOMARKERS ASSOCIATED WITH DIABETIC NEPHROPATHY	3151012	20 September 2011	United Kingdom (validation of EP 3151012)	Granted
BIOMARKERS ASSOCIATED WITH DIABETIC NEPHROPATHY	3151012	20 September 2011	Italy (validation of EP 3151012)	Granted

BIOMARKERS ASSOCIATED WITH DIABETIC NEPHROPATHY	3151012	20 September 2011	Turkey (validation of EP 3151012)	Granted
Endometriosis biomarkers	2021237128	16 March 2021	Australia	Pending
Endometriosis biomarkers	BR 11 2022 018399 2	16 March 2021	Brazil	Pending
Endometriosis biomarkers	3169082	16 March 2021	Canada	Pending
Endometriosis biomarkers	202180021432.9	16 March 2021	China	Pending
Endometriosis biomarkers	21770607.6	16 March 2021	European Patent Office/European Patent Convention	Pending
Endometriosis biomarkers	202217049212	16 March 2021	India	Pending
Endometriosis biomarkers	2022-553604	16 March 2021	Japan	Pending
Endometriosis biomarkers	11202252510 K	16 March 2021	Singapore	Pending
Endometriosis biomarkers	17/908883	16 March 2021	United States of America	Pending
Endometriosis biomarkers	P00 2022 11148	16 March 2021	Indonesia	Pending
Endometriosis biomarkers	10-2022-7035160	16 March 2021	Republic of Korea (South Korea)	Pending
Endometriosis biomarkers	MX/a/2022/011397	16 March 2021	Mexico	Pending
Airway disease biomarkers	2022900265	9 February 2022	Australia	Pending
Biomarkers associated with kidney disease	2015202230	29 April 2015	Australia	Granted
Method of assessing a subject for abnormal kidney function	9,733,259	24 August 2015	United States of America	Granted
Method of Assessing Diabetic Nephropathy Using CD5 Antigen-Like	9,146,243	14 May 2014	United States of America	Granted

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USE OF CD5 ANTIGEN- LIKE AS A BIOMARKER FOR NEPHROPATHY	10,191,067	26 June 2017	United States of America	Granted
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SCHEDULE B - Trade Marks

Trade Mark	Jurisdiction	Registration / application number	Filing date	Class(es)	Status
PROMARKER	Australia	1776917	16 June 2016	44	Registered
PROMARKER	Australia	1806616	07 November 2016	5	Registered
PROMARKER	Dominican Republic	242791 2016-44109	14 December 2016	05, 44	Registered
PROMARKER	New Zealand	1066485	9 December 2016	05, 44	Registered
PROMARKER	Israel	294244	9 December 2016	05, 44	Registered
PROMARKER	Singapore	40201708611X	9 December 2016	05, 44	Registered
PROMARKER	USA	5343521 79206917	9 December 2016	05, 44	Registered
PROMARKER	International (Madrid Protocol) Designates: China, Europe (EUIPO), Israel, India, Japan, Republic of Korea, Mexico, New Zealand, Russian Federation, Singapore, and USA	1343192	9 December 2016	05, 44	Registered
PromarkerD					Unregistered

PATENT

RECORDED: 07/04/2023

REEL: 064144 FRAME: 0423