

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8118766

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION	03/10/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FOLDAX, INC.
<b>Street Address:</b>	825 N 300 W
<b>City:</b>	SALT LAKE CITY
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84103
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15771719
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<b>Fax Number:</b>	(617)832-7000
<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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<b>Correspondent Name:</b>	FOLEY HOAG LLP
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<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210
<b>ATTORNEY DOCKET NUMBER:</b>	FIH-00102
<b>NAME OF SUBMITTER:</b>	FELIX L. CRUZ
<b>SIGNATURE:</b>	/FELIX L. CRUZ/
<b>DATE SIGNED:</b>	08/17/2023
<b>Total Attachments: 17</b>	
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Assignment Deed

Patents and Patent Applications

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**Commonwealth Scientific and Industrial Research Organisation**

**Foldax, Inc.**

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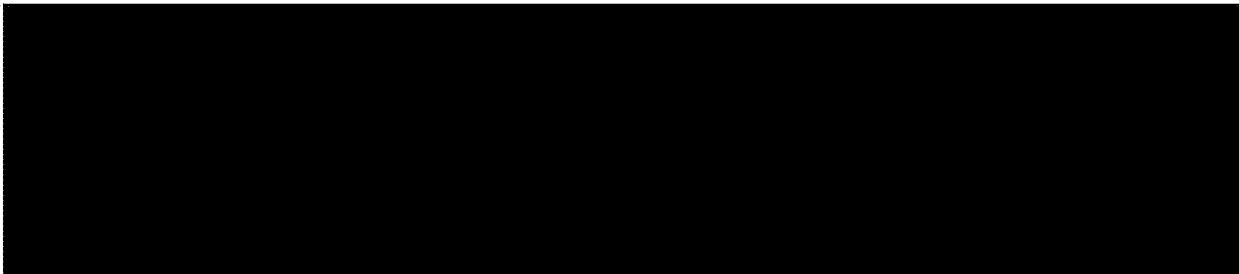
# Assignment Deed - Patents and Patent Applications

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## Parties

1. **Commonwealth Scientific and Industrial Research Organisation** (ABN 41 687 119 230) a body corporate established pursuant to the provisions of the *Science and Industry Research Act 1949* (Commonwealth) and having its principal office at CSIRO Black Mountain Science and Innovation Park, Clunies Ross Street, Acton ACT 2601 Australia (**CSIRO**).
2. **Foldax, Inc.**, a Utah corporation with its principal office at 825 N 300 W Salt Lake City UT 84103, USA (**Foldax**).

## Introduction



- D. CSIRO now wishes to assign the Assigned Patents and the Patent Applications to Foldax, and Foldax wishes to accept that assignment on the terms and conditions of this Deed.

## Operative clauses

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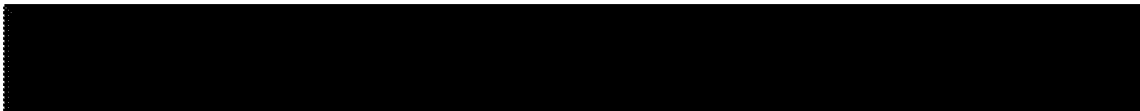
### 1. Definitions and interpretation

#### 1.1 Definitions

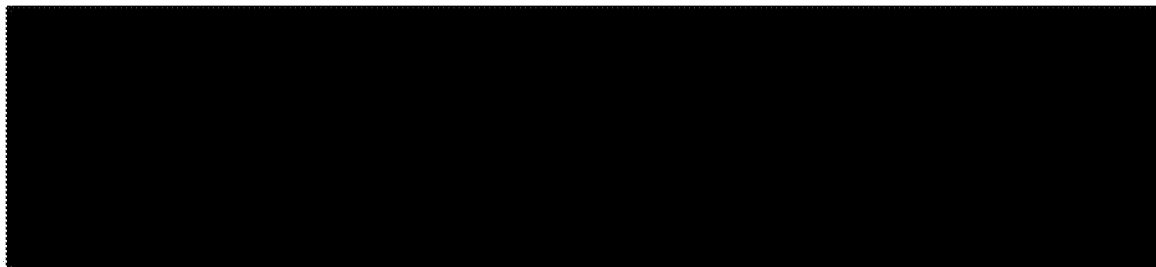
In this Deed, unless the context otherwise requires:

**Assigned IP** means the Patent Applications and the Patents.

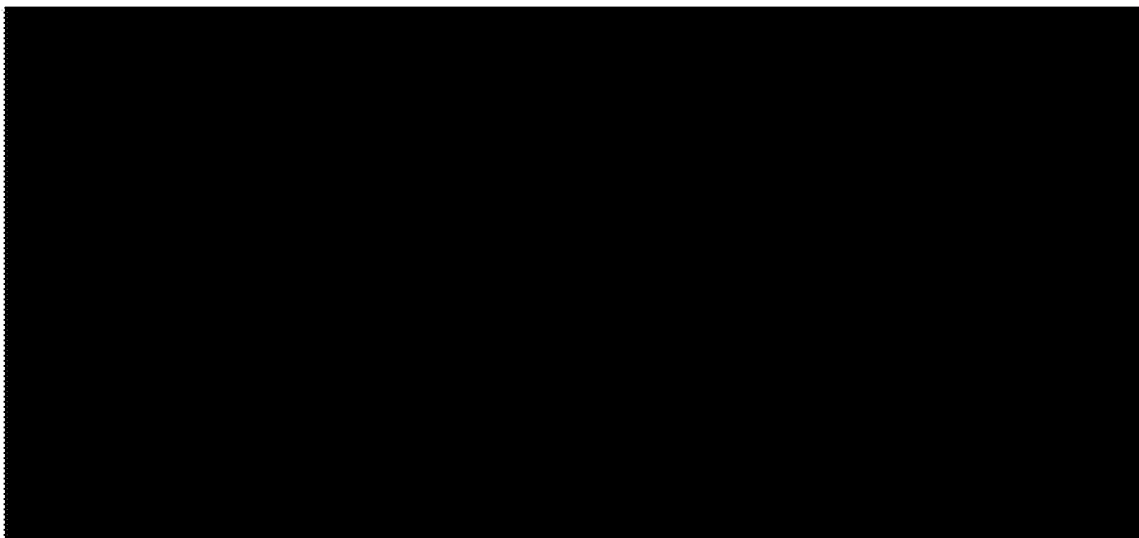
**Assignment** means the assignment under clause 2.1(a).



**Deed** means this deed between CSIRO and Foldax, including the Schedules and any attachments.



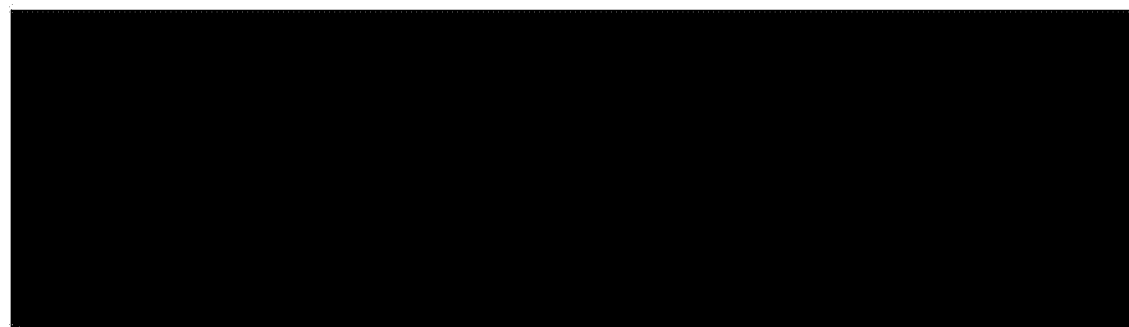
**Effective Date** means 1 May 2023.



**Parties** mean the parties to this Deed, and **Party** means any party to this Deed.

**Patent Applications** means the patent applications listed in Schedule 1.

**Patents** means the patents listed in Schedule 1.



**Relevant IP** means the Assigned IP and, in relation to a Patent or Patent Application, means all patents and patent applications claiming priority from, or sharing common priority with, the first mentioned patent or patent application, including national phase entry applications, divisionals, continuations, continuations in part, reissues, extensions, supplemental disclosures, regrants or equivalents in other jurisdictions of any of these patents or applications.

**Schedule** means a schedule to this Deed.



## 1.2 Interpretation

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) A recital, schedule, annexure or a description of the parties forms part of this Deed.
- (b) Headings are for convenience only, and do not affect interpretation.
- (c) A reference to:

legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

a Party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;

a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and


anything (including a right, obligation or concept) includes each part of it.

- (d) A singular word includes the plural, and vice versa.
- (e) If a word is defined, another part of speech has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (h) No provision of this document will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this document or that provision.

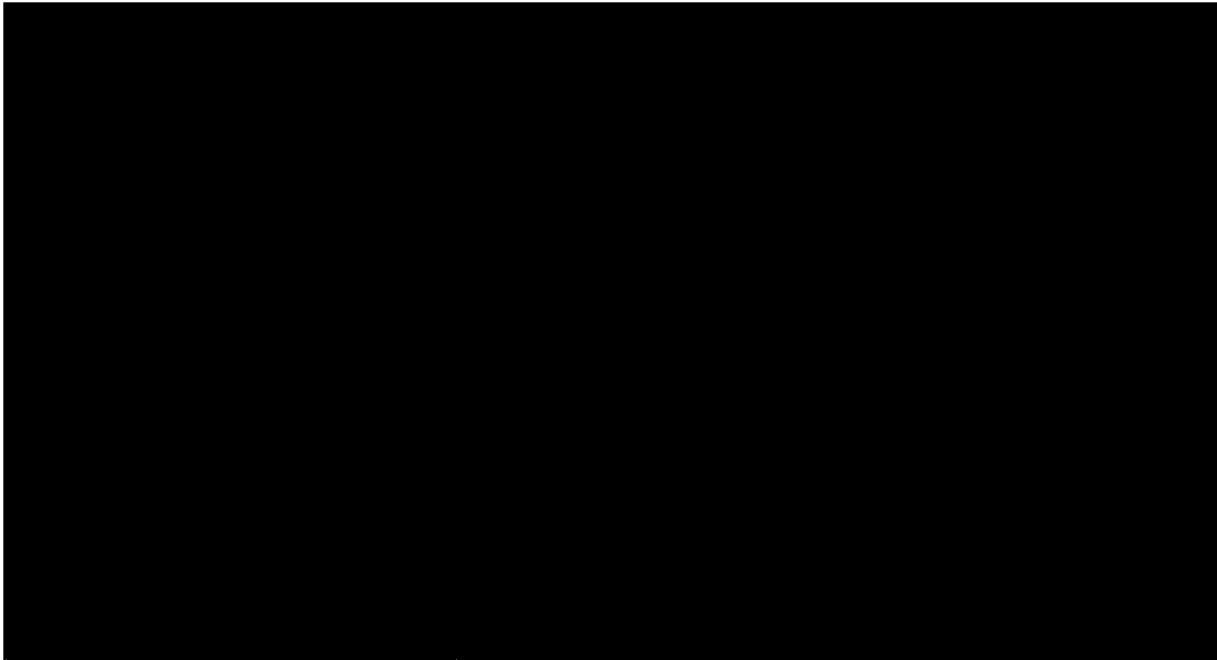
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## 2. Assignment of the Patents

### 2.1 Assignment

- (aa) This Deed comes into effect on the day it is fully signed by both parties.
- (a) On the Effective Date, CSIRO assigns to Foldax, and Foldax accepts the assignment from CSIRO, of all CSIRO's right, title and interest in and to the Assigned IP (the **Assignment**).
- (b) Subject to this Deed, the Assignment includes but is not limited to the following rights:
  - (i) the right to bring an action for and to claim (and retain) any damages or other remedies for any infringement of the Relevant IP that occurs or is discovered by Foldax after the Effective Date;
  - (ii) the right to apply anywhere in the world for, and obtain, a patent for an invention described in the Relevant IP, and to claim priority from the Relevant IP;
  - (iii) the right, if any, to apply anywhere in the world for and obtain registered intellectual property rights in respect of any of the Relevant IP, including patent rights of any kind; and
  - (iv) all benefit arising from any Relevant IP.
- (c) On and from the Effective Date, Foldax is solely responsible for all costs related to the Relevant IP, including (without limitation) the costs of responding to any actions required by patent offices in any jurisdiction.  

- (e) On and from the Effective Date, Foldax is solely responsible for, at its own cost, conducting any and all of the processes required to complete registration of claims to the inventions described in the Relevant IP, including, but not limited to, examination, prosecution, appeal, and opposition processes subject always to Foldax determining in its absolute discretion in what territories and to what extent the Relevant IP is to be protected by patents.

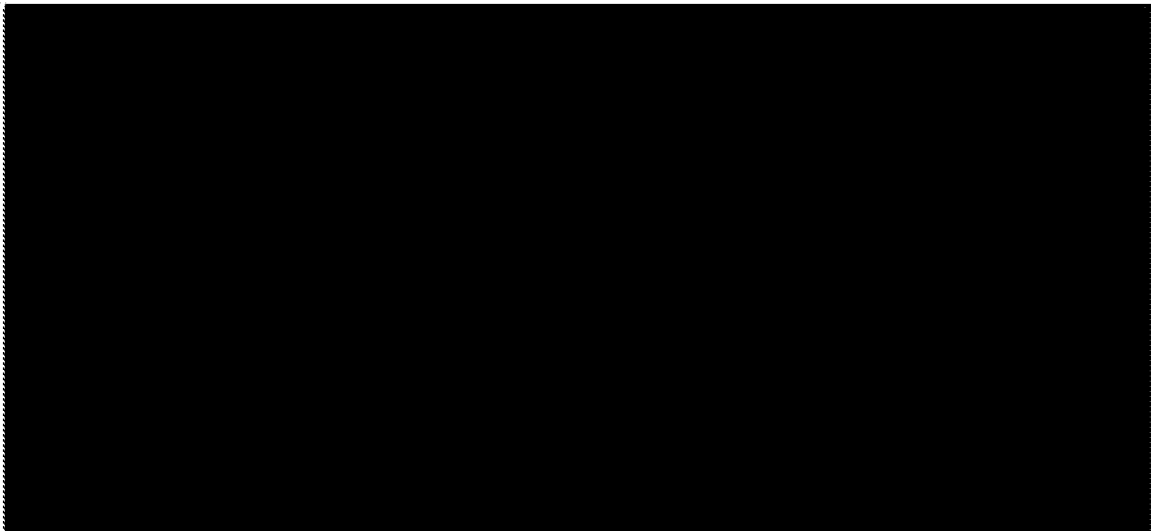
- (f) Foldax will be responsible for, at its cost, recording or having recorded the assignment in clause 2.1(a) in any jurisdiction.
- (g) On and from the Effective Date, CSIRO must provide reasonable assistance as may be reasonably requested by Foldax (at Foldax's cost) to give effect to the assignment in clause 2.1(a) and assist Foldax until such time as Foldax's title as proprietor of the Relevant IP has been registered at all involved patent offices and Foldax can take over filing, prosecution and maintenance. The parties acknowledge that if CSIRO is required to engage in-country external counsel to assist with this activity, then any external costs of doing so will be reimbursed to CSIRO, or paid directly to the external advisers, by Foldax.




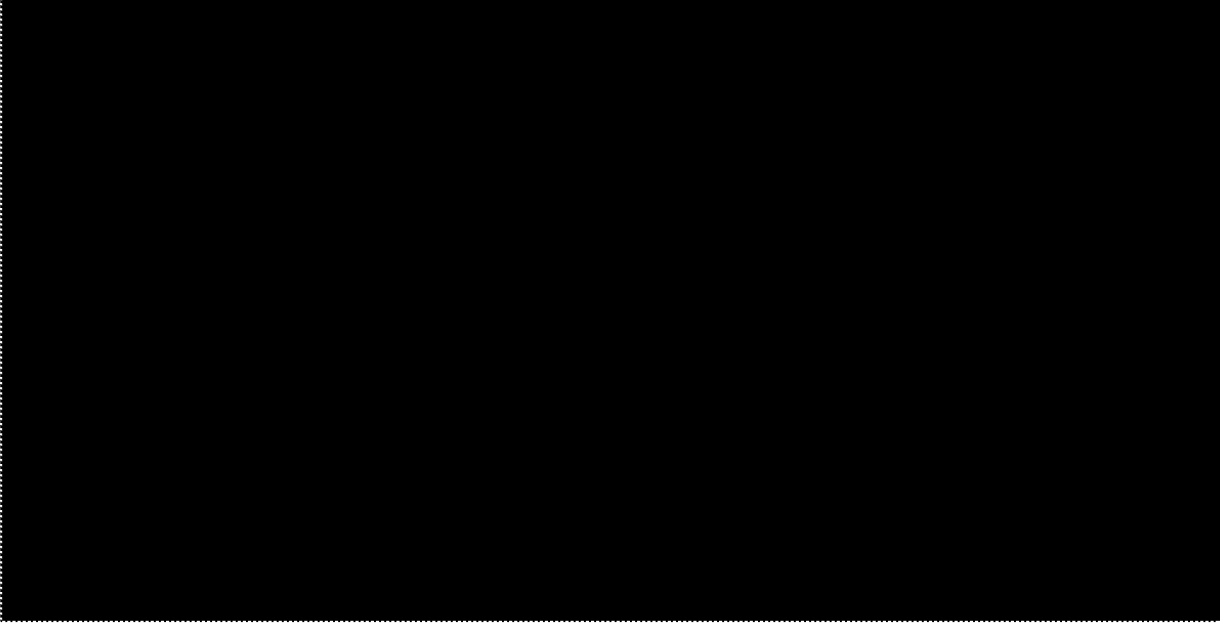

**3. Fees and Reporting**

**3.1 Fees**

- (a) In consideration for the Assignment, Foldax shall pay CSIRO the non-refundable fees specified in Schedule 2 (Assignment Fees), which shall become due and may be invoiced by CSIRO upon achievement of each applicable Milestone.

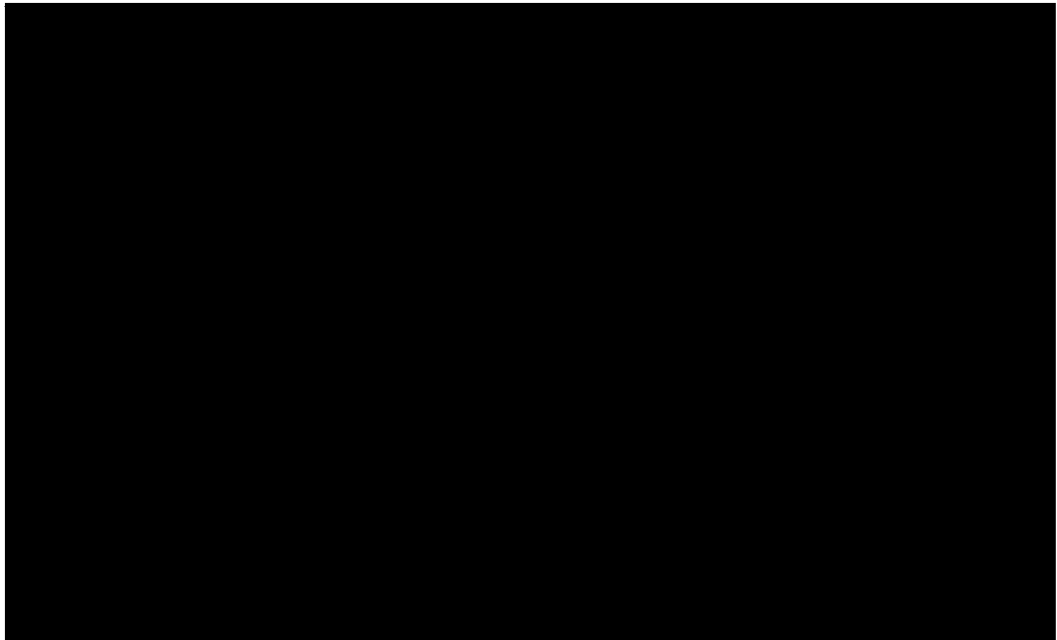




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- (e) Foldax may, in its sole discretion, elect to pay all or part of the Assignment Fees before such Assignment Fees become payable under this Deed.
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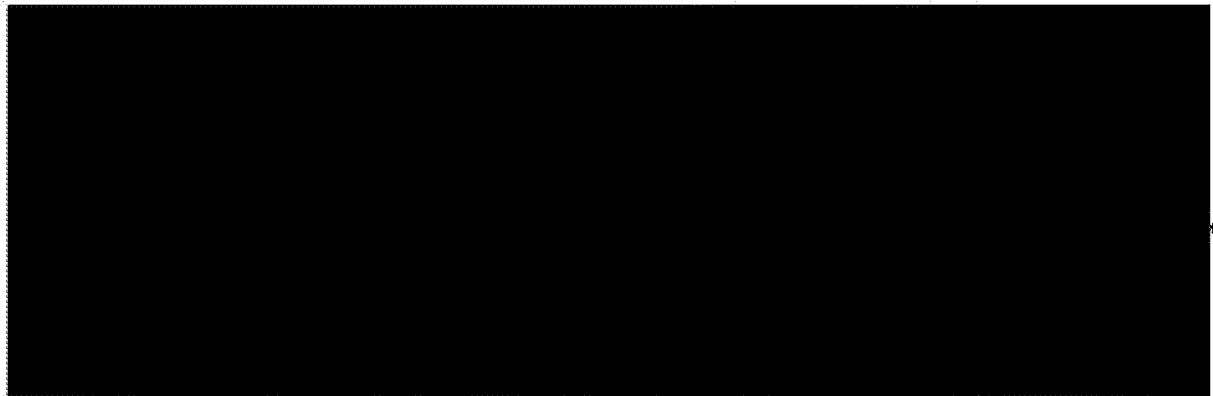
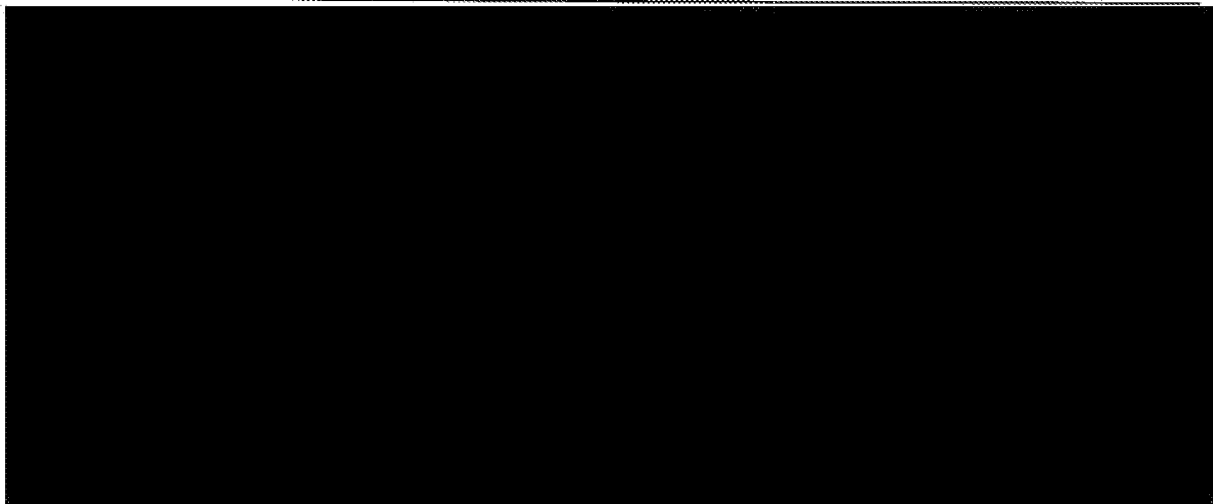
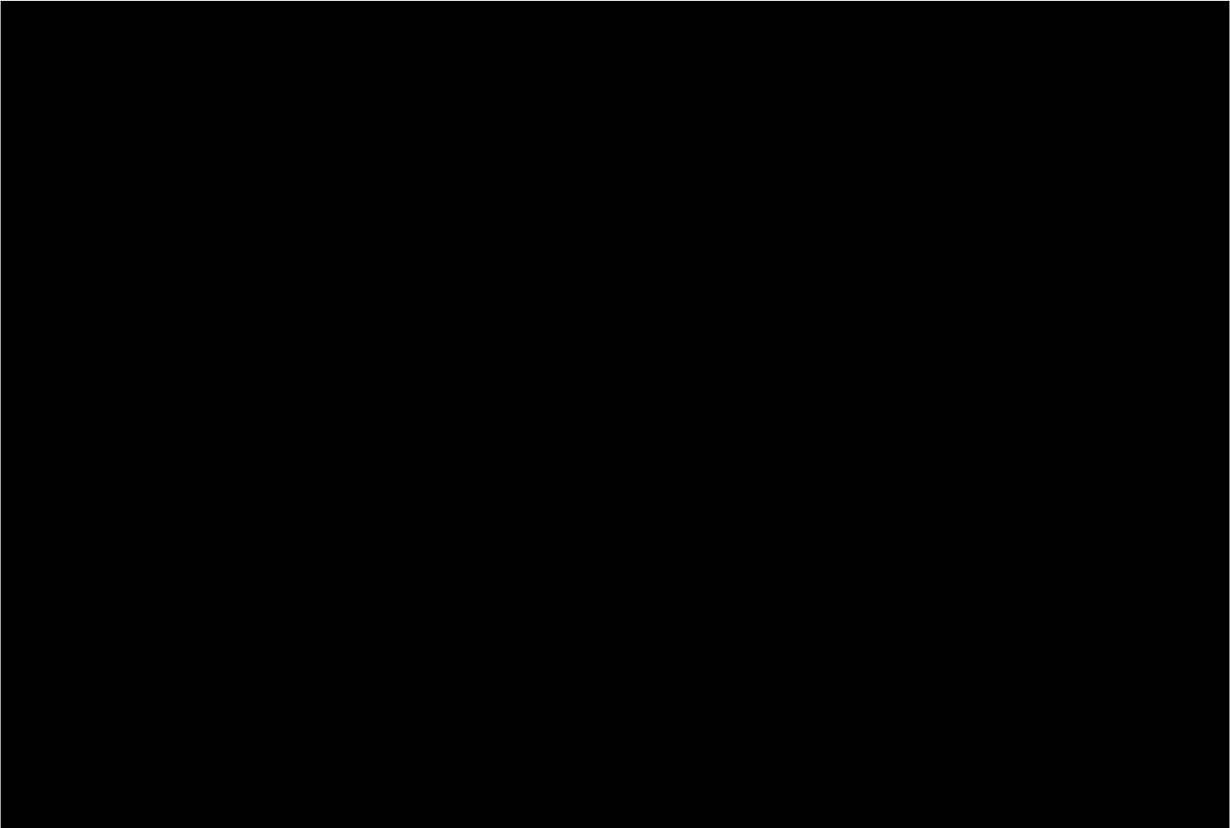
#### 4. General warranties

- (a) Each Party represents and warrants to the other Party that:
- (i) it has full power and authority to enter into, and perform its obligations under this Deed;
  - (ii) it has taken all necessary action to authorise the execution, delivery and performance of this Deed; and
  - (iii) this Deed constitutes a legal, valid and binding agreement of such Party in accordance with its terms.
- (b) CSIRO represents and warrants to Foldax that:
- (i) immediately prior to the date CSIRO signs this Deed, CSIRO is recorded as the patentee for the Patents and as applicant for the Patent Applications in all Relevant IP patent offices;
  - (ii) CSIRO has the right to assign the Assigned IP to Foldax in accordance with this Deed;



- (c) CSIRO will not enter into any agreement with a third party that prevents CSIRO from making the Assignment on the Effective Date.







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## **8. Governing Law and Dispute Resolution**

### **8.1 Governing Law**

This Deed shall be deemed to be entered into in the State of Victoria, Australia, and shall be governed by and interpreted in accordance with the laws in force in the State of Victoria, Australia.

### **8.2 Dispute Resolution**

- (a) Any dispute, controversy or claim arising out of or relating to this Deed or its breach, termination or invalidity (Dispute) must be dealt with in accordance with this clause.
- (b) If a Dispute is not settled within 30 days of receipt of written notice of the Dispute, the Dispute will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The appointing authority will be the Australian Centre for International Commercial Arbitration. There is to be a single arbitrator. The place of arbitration is to be Melbourne, Victoria, Australia. The language of the arbitration is to be English.
- (c) Any arbitration is to be final and binding, including any award as to costs. Offers of settlement or any matter disclosed in the course of arbitration must be treated as without prejudice and not an admission of liability. The arbitration and the decision of the arbitral tribunal will be confidential, except that CSIRO may, if required, disclose any information regarding the Dispute or this Dispute resolution process to its responsible government Minister, or in response to a request from a House of Parliament or a Committee of Parliament.
- (d) Nothing in this clause will prevent either CSIRO or Foldax from seeking urgent interlocutory relief.

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## **9. General**

### **9.1 Costs**

Each Party shall bear its own costs (including legal costs) incurred in connection with the preparation and execution of this Deed and any other document or instrument required to be executed to complete this Deed.

### **9.2 Entire agreement and giving effect to this Deed**

- (a) This Deed constitutes the entire agreement between the Parties in relation its subject matter. All prior or contemporaneous agreements, proposals, understandings and communications between or involving the Parties, whether oral or written, are superseded by this Deed.
- (b) Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other Party may reasonably require to give full effect to this Deed.

### **9.3 Exclusion of agency, partnership and joint venture**

Nothing in this Deed is to be treated as creating a partnership or joint venture between the Parties under the laws of any applicable jurisdiction and no Party may act or has any authority to act as agent of or in any way bind or commit the other Party to any obligation.

**9.4 Severability**

Any part, term or provision of this Deed, which is determined to be invalid or unenforceable shall be severed hence from and the remaining parts, terms and provisions shall remain in full force and effect.

**9.5 No waiver**

- (a) No waiver by a Party of any condition, part, term or provision of this Deed shall be construed as a waiver of any other condition, part, term or provision of this Deed, nor will such waiver be construed as a waiver of such condition, part, term or provision in respect of any future event or circumstance.
- (b) Any failure by a Party to compel performance by the other Party of any condition, part, term or provision of this Deed will not constitute a waiver of that condition, part, term or provision of this Deed, nor will it affect or impair the right to enforce any rights or obligations under that condition, part, term or provision of this Deed at a later time or to pursue remedies for any breach of that condition, part, term or provision of this Deed.

**9.6 Consents**

Where this Deed contemplates that a Party may agree or consent to something (however it is described), the Party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this Deed expressly contemplates otherwise.

**9.7 Non-merger**

The warranties, covenants and agreements of the Parties herein shall remain in full force notwithstanding the completion of this Deed and shall not merge on completion.

**9.8 Counterparts**

This Deed may be executed in counterparts.

**Execution**

Executed as a deed

Signed, sealed and delivered for and on behalf  
of **Commonwealth Scientific and Industrial  
Research Organisation** by:



(Signature of authorised person)

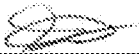
Dr Marcus Zipper

(Print name of authorised person)

10 MARCH 2023

(insert date)

in the presence of:




(Signature of witness)

Dr Susie Nilsson

(Print name of witness)

Signed, sealed and delivered for and on behalf  
of **Foldax, Inc.** by:



(Signature of authorised person)

Vance Wagoner

(Print name of authorised person)

MARCH 10, 2023

(insert date)

in the presence of:



(Signature of witness)

Dexter S. Crane

(Print name of witness)

Schedule 1 - Assigned IP (Patents and Patent Applications)

CSIRO Reference	Title	Earliest Priority	Patent No. or Publication No.	Application No.	Case Status	Country
TW8983/AU	Polyurethane/Urea Materials	29/10/2015	2016345068	2016345068	Registered	Australia
TW8983/AU/1A	Polyurethane/Urea Materials	29/10/2015	2020213390	2020213390	Granted	Australia
TW8983/AU/PRO V	Polyurethane/Urea Compositions	29/10/2015	2015904428	2015904428	Expired at End of Life	Australia
TW8983/CA	Polyurethane/Urea Materials	29/10/2015	3003063	3003063	Exam Requested	Canada
TW8983/CN	Polyurethane/Urea Materials	29/10/2015	ZL201680063494.5	201680063494.5	Registered	China
TW8983/CN/1A	Polyurethane/Urea Materials	29/10/2015	202111291468.7	202111291468.7	OA Issued	China
TW8983/DE	Polyurethane/Urea Materials	29/10/2015	3388582	16858507.3	Registered	Germany
TW8983/EP	Polyurethane/Urea Materials	29/10/2015	3388582	16858507.3	EP Granted	European Patent Office
TW8983/EP/1A	Polyurethane/Urea Materials	29/10/2015	3851469	20209436.3	Accepted	European Patent Office
TW8983/FR	Polyurethane/Urea Materials	29/10/2015	3368582	16858507.3	Registered	France
TW8983/GB	Polyurethane/Urea Materials	29/10/2015	3368582	16858507.3	Registered	United Kingdom
TW8983/ IL	Polyurethane/Urea Materials	29/10/2015	258873	258873	Abandoned	Israel
TW8983/ IN	Polyurethane/Urea Materials	29/10/2015	370605	201847016613	Registered	India

CSIRO Reference	Title	Earliest Priority	Patent No. or Publication No.	Application No.	Case Status	Country
TW8983/JP	Polyurethane/Urea Materials	29/10/2015	6875391	2018-522051	Registered	Japan
TW8983/MX	Polyurethane/Urea Materials	29/10/2015	MX/a/2018/005413	MX/a/2018/005413	Abandoned	Mexico
TW8983/NL	Polyurethane/Urea Materials	29/10/2015	3368582	16858507.3	Registered	Netherlands
TW8983/SG	Polyurethane/Urea Materials	29/10/2015	11201803317U	11201803317U	Abandoned	Singapore
TW8983/SG/1A	Polyurethane/Urea Materials	29/10/2015	10201913467W	10201913467W	Abandoned	Singapore
TW8983/US	Polyurethane/Urea Compositions	29/10/2015	10266657	15/150737	Registered	United States of America
TW8983/US/1A	Polyurethane/Urea Materials	29/10/2015	11053342	15/771719	Registered	United States of America
TW8983/US/1B	Polyurethane/Urea Compositions	29/10/2015	10723844	16/365591	Registered	United States of America
TW8983/US/1C	Polyurethane/Urea Materials	29/10/2015	16/936051	16/936051	Abandoned	United States of America
TW8983/US/1D	Polyurethane/Urea Materials	29/10/2015	17/364033	17/364033	Application filed	United States of America
TW8983/WO	Polyurethane/Urea Materials	29/10/2015	PCT/AU2016/051019	PCT/AU2016/051019	Expired at End of Life	Patent Cooperation Treaty
TW8983/ZA	Polyurethane/Urea Materials	29/10/2015	2018/02756	2018/02756	Abandoned	South Africa
TW8983/ZA/1A	Polyurethane/Urea Materials	29/10/2015	2019/06126	2019/06126	Abandoned	South Africa

**Note:** The information in the above table is provided to assist in identification of the Assigned IP as at the date CSIRO signs this Deed, and does not constitute a representation by CSIRO. CSIRO has used its reasonable endeavours to ensure the information is current as at the date CSIRO signs this Deed. Details of Patent Applications which have a case status "Abandoned" are provided for information only.



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Schedule 2 - Fees and Milestones

Fee	Milestone
[REDACTED]	Upon the Effective Date

