

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8253161

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
THE UNIVERSITY OF WESTERN AUSTRALIA		10/06/2023
RECEIVING PARTY DATA		
Name:	TELETHON KIDS INSTITUTE	
Street Address:	15 HOSPITAL AVENUE	
Internal Address:	NORTHERN ENTRANCE, PERTH CHILDREN'S HOSPITAL	
City:	NEDLANDS	
State/Country:	AUSTRALIA	
Postal Code:	6009	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	11331268	
CORRESPONDENCE DATA		
Fax Number:		
<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:	2155409200	
Email:	docketing@howsoniplaw.com	
Correspondent Name:	HOWSON & HOWSON LLP	
Address Line 1:	325 SENTRY PARKWAY EAST	
Address Line 2:	FIVE SENTRY EAST, SUITE 160	
Address Line 4:	BLUE BELL, PENNSYLVANIA 19422	
ATTORNEY DOCKET NUMBER:	WRA102	
NAME OF SUBMITTER:	COLLEEN M. SCHALLER	
SIGNATURE:	/Colleen M. Schaller/	
DATE SIGNED:	11/01/2023	
Total Attachments: 8		
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PATENT

REEL: 065420 FRAME: 0212

Deed of Assignment of Intellectual Property and Intellectual Property Rights

Date 11 day of OCTOBER 2023

Parties

1. **The University of Western Australia** ABN 37 882 817 280, a body corporate established by the *University of Western Australia Act 1911* (WA), of 35 Stirling Highway, Crawley WA 6009 Australia (UWA); and
2. **Telethon Kids Institute** (ABN 86 009 278 755) of Northern Entrance, Perth Children's Hospital, 15 Hospital Avenue, Nedlands, Western Australia 6009 ("the Assignee").

Recitals

- A. The Assignor has agreed to assign its entire right, title and interest in and to the Assigned IP to the Assignee, on the terms and conditions of this Deed.
- B. The Originators have assigned their entire right, title, and interest in and to the Assigned IP to the Assignor in a separate deed between with the Originators and the Assignor..

The parties agree

1. Definitions and interpretations

1.1 Definitions

In this Deed:

Assigned IP means all Intellectual Property (including patents) and all Intellectual Property Rights which are assigned to the Assignee pursuant to this Deed of Assignment of Intellectual Property and Intellectual Property Rights ;

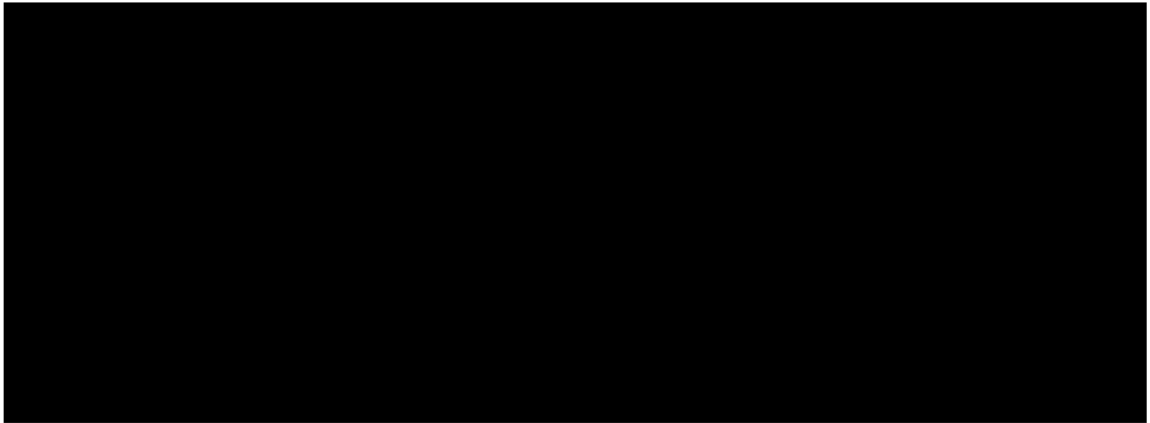
Assignor means UWA.

Commercialise means to do any of the following:

- (a) apply, publish, develop, use, assign, license, sublicense, exploit, manufacture, sell, offer to sell, lease or hire a product, process or technology, that uses or incorporates part or all of the Patents;
- (b) provide services which involve use or exploitation of or incorporate the Patents;
- (c) license any third party to do any of the things referred to in paragraphs (a) and (b) of this definition; and
- (d) otherwise, license, use or exploitation of any of the Patents;

for the purpose of generating financial or other commercial benefit.

Effective Date means 1 September 2023;



Intellectual Property and Intellectual Property Right means the various rights and property conferred under statute, common law and equity in and in relation to;

(a) patents, inventions, registered and unregistered designs, copyright, registered and unregistered trademarks or applications thereof, trade names, business names, corporate names, logos and get up, circuit layouts, scientific discoveries, know-how, trade secrets and confidential information and the right to have trade secrets and confidential information kept confidential and all other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967;

(b) any application or right to apply for registration of any of these rights;

(c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and

(d) all renewals, divisions and extensions of these rights;

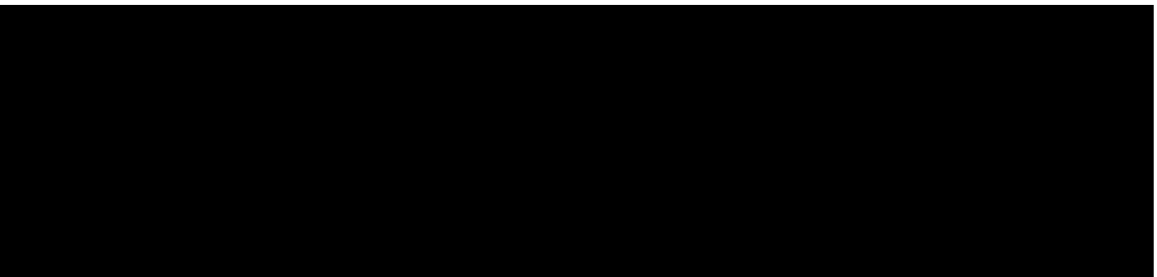
Originators means:

Lee Yong Lim (UWA)

Ngoc Minh Nguyen (UWA)

Britta Regli-Von Ungern (Honorary Researcher at TKI)

Edith Tang (UWA)



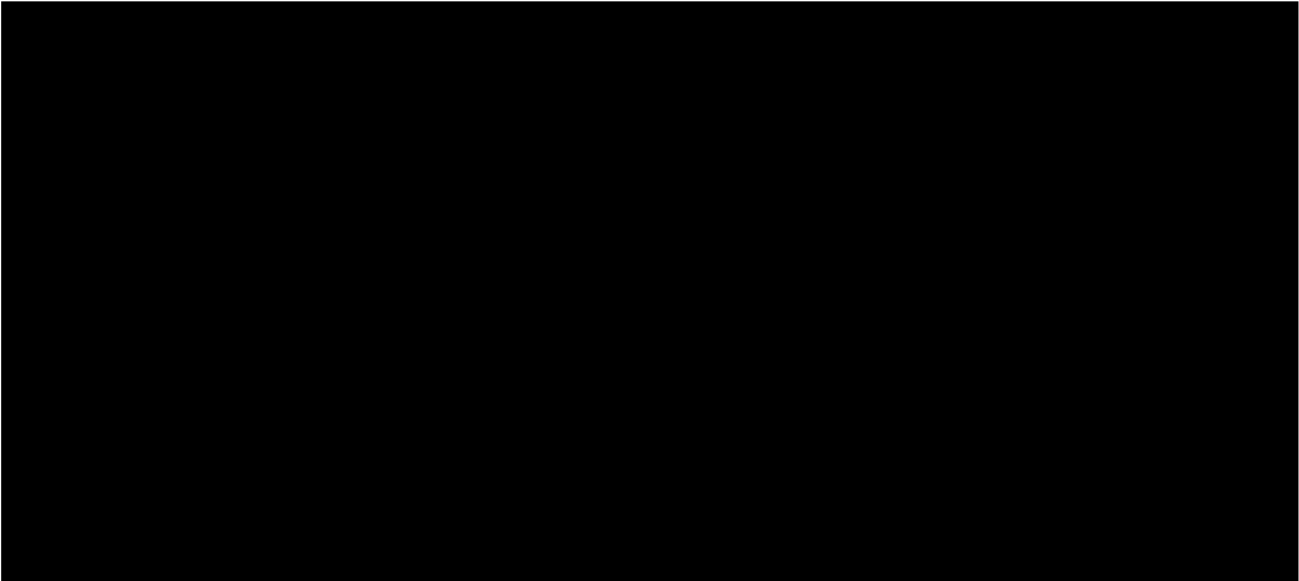
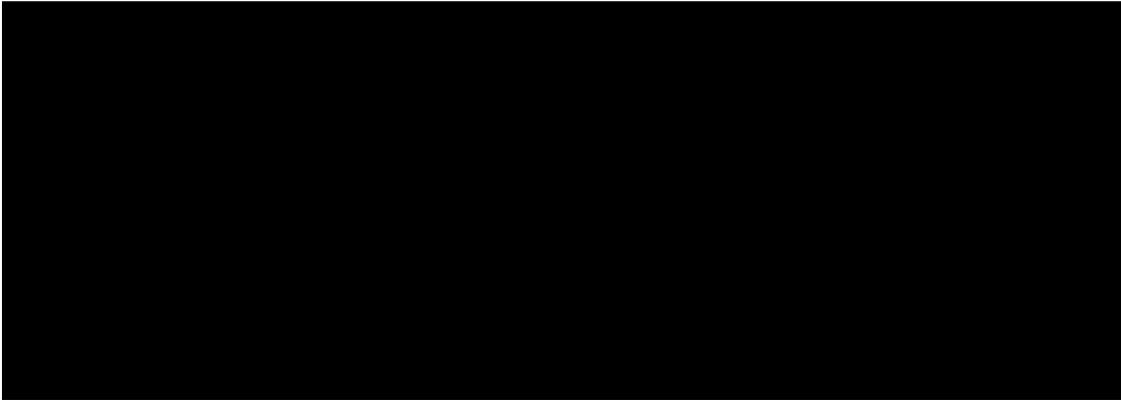
Patents means PCT application number PCT/AU2017/051266, and any National/Regional filings or divisional applications derived from this application.

In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this Deed;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (e) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)"; and
- (f) a reference to a thing includes a part of that thing.

2. Assignment of Assigned IP

2.1 On and from the Effective Date, the Assignor assigns to the Assignee all its legal and beneficial:

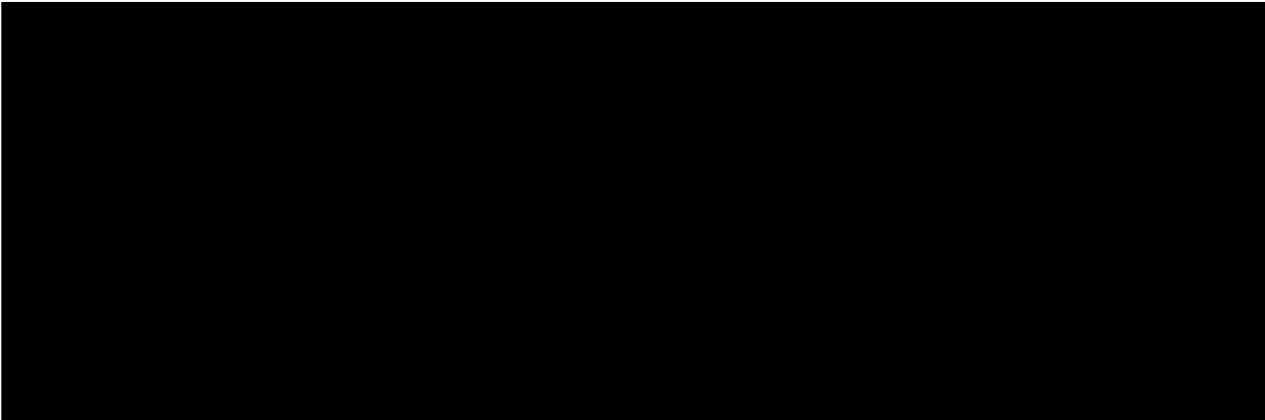
- (a) Rights, title and interest in and to the Assigned IP;
 - (b) rights to take action against third parties for infringement of the Assigned IP in existence at the Effective Date; and
 - (c) rights the Assignor has to any damages or other remedies as a result of any infringement of its intellectual property rights in the Assigned IP prior to the Effective Date.
 - (d) rights to Commercialise the Assigned IP.
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7. Warranties and Indemnity

7.2 the Assignor warrants to the Assignee that, at the date of this Deed:

- (a) the Assignor is the sole and absolute owner of the Assigned IP; and
- (b) the Assignor is legally entitled to assign the Assigned IP.

7.3 The Assignor warrants that it has not entered into any agreement with any person that is inconsistent with the assignment in clause 2.

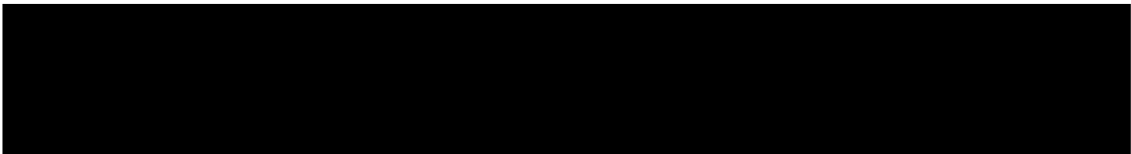


[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



9. General

9.1 Entire understanding

- (a) This Deed contains the entire understanding between the parties concerning the subject matter of the Deed and supersedes all prior communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this Deed, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of any other party in relation to the subject matter of this Deed.

9.2 No variation

This Deed cannot be amended or varied except in writing signed by the parties.

9.3 Governing law and jurisdiction

- (a) This Deed is governed by and must be construed in accordance with the laws in force in the State of Western Australia.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.

9.4 Counterparts

If this Deed consists of signed counterparts, each is an original and all of the counterparts together constitute the same document.

9.5 Relationship of parties

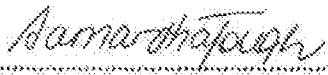
Unless this Deed expressly provides otherwise, nothing in this Deed may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

9.6 Survival

Termination of this Deed will not affect the operation of clause 6.

Executed as a deed

Executed as a Deed for and on behalf of
The University of Western Australia in the presence of:



Authorised Officer

SAMANTHA TOUGH

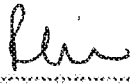
Name of Authorised Officer

6 OCTOBER 2023

Date

PROVICE CHANCELLOR INDUSTRY + COMMERCIAL

Title of Authorised Officer



Signature of Witness

RUSSELL NICHOLLS

Name of Witness (print)

Executed as a Deed for and on behalf of
Telethon Kids Institute in the presence of:



Authorised Officer

JONATHAN CARAPETIS

Name of Authorised Officer

Date

EXECUTIVE DIRECTOR

Title of Authorised Officer



Signature of Witness

ADAM MAXWELL

Name of Witness (print)

