

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8266426

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE UNIVERSITY OF SYDNEY	05/11/2023
RECEIVING PARTY DATA		
Name:	FERRONOVA PTY LTD	
Street Address:	C/O BDO ADVISORY, LEVEL 7, 420 KING WILLIAM ROAD	
City:	ADELAIDE SA	
State/Country:	AUSTRALIA	
Postal Code:	5000	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8709486
CORRESPONDENCE DATA		
Fax Number:	(612)332-9081	
<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:	6123325300	
Email:	crogers@merchantgould.com	
Correspondent Name:	MERCHANT & GOULD P.C.	
Address Line 1:	P.O. BOX 2903	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0903	
ATTORNEY DOCKET NUMBER:	13018.0025FPWO	
NAME OF SUBMITTER:	BRIAN H. BATZLI	
SIGNATURE:	/Brian H. Batzli/	
DATE SIGNED:	11/08/2023	
Total Attachments: 48		
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THE UNIVERSITY OF
SYDNEY

CONFIDENTIAL

DEED OF ASSIGNMENT OF LICENSED IP

PARTIES	
University	The University of Sydney, a body corporate under the <i>University of Sydney Act 1989</i> , ABN 15 211 513 464
Official notices to:	Director, Commercial Development & Industry Partnerships F23 Administration Building Level 3, Corner of Eastern Avenue and City Road, The University of Sydney, NSW 2006 Australia Email: cdip@sydney.edu.au Telephone: +61 2 9351 4000
Assignee	Ferronova Pty Ltd, ABN 89 612 664 347
Official notices to:	Stewart Bartlett, CEO c/o BDO Advisory, Level 7, 420 King William Road, Adelaide SA 5000 Email: stewart.bartlett@ferronova.com.au Telephone: 040 395 1272
BACKGROUND	
	A. The parties entered into the Licence Agreement under which the University granted the Assignee (as licensee) a licence to exploit the Licensed IP as defined in that agreement. B. The Licence Agreement was varied under a Variation Agreement to include an option to assign the Licensed IP. C. The Assignee has exercised the option. D. The University will assign the Assigned IP existing as at the Effective Date to the Assignee on the terms of this deed.
DETAILS	
Effective Date	
Assigned IP	All Licensed IP (as set out under Schedule 1 of the Licence Agreement), including the Patents, and all Licensee Improvements and Licensor Improvements forming part of Licensed IP or licensed to the Assignee as contemplated by clauses 10.3 and 11.1 of the Licence Agreement, each as existing as at the Effective Date, but excluding Technical Information.
Licence Agreement and Variation Agreement	The agreement entitled "Licence Agreement" entered into between the parties and dated 28 May 2019, as referred to in the Background to this deed, and as varied by the "Variation Agreement" (referred to in the Background to this deed) entered into between the parties and dated 28th of May 2019 (Ref #: CT20593). Any reference in this deed to the Licence Agreement will mean the Licence Agreement as varied by the Variation Agreement.
Note: In this deed, unless indicated otherwise, all capitalised terms in column 1 above have the meaning given in column 2.	

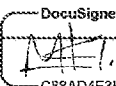
PATENT

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Deed of Assignment of Licensed IP

EXECUTED AS A DEED

Signed, sealed and delivered by THE UNIVERSITY
OF SYDNEY by its duly authorised officer:

DocuSigned by:

Signature
Mark Kay
CB8AD4F3EB9444D...

Print name

Director Post Award

Print title

EXECUTED as a deed by the ASSIGNEE in accordance with s127(1) of the Corporations Act 2001 (Cth):

Name of signatory:

Director / Sole Director & Secretary (select)

Date:

Name of signatory (if any):

Director / Secretary (select)

Date:

Note: By executing this deed each signatory represents that he or she is authorised to sign on behalf of their entity. The effective date of this deed will be the Effective Date specified in the Details or if no Effective Date is specified in the Details the date on which this deed has been executed by ALL parties and if executed on different dates, the date on which the last party executes this deed.

Deed of Assignment of Licensed IP

EXECUTED AS A DEED

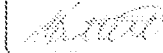
The COMMON SEAL of
THE UNIVERSITY OF SYDNEY
was hereunto affixed by
us on the day of
Two Thousand and
in pursuance of authority given by
the Senate under the University of
Sydney (Delegations of Authority -
Administrative Functions) Rule 2016

.....
Vice-Chancellor

.....
General Counsel

EXECUTED as a deed by the ASSIGNEE in accordance with s127(1) of the Corporations Act 2001 (Cth):

DocuSigned by:



7961911722796464

Name of signatory: Stewart Bartlett

Director / ~~Chief Director~~ / ~~Secretary~~ (select)

Date: 11-May-2023

DocuSigned by:

Belinda Button

6C8656BAC46A443

Name of signatory (if any): Belinda Button

~~Director~~ / Secretary (select)

Date: 11-May-2023

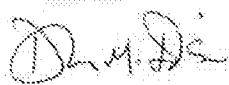
Note: By executing this deed each signatory represents that he or she is authorised to sign on behalf of their entity. The effective date of this deed will be the Effective Date specified in the Details or if no Effective Date is specified in the Details the date on which this deed has been executed by ALL parties and if executed on different dates, the date on which the last party executes this deed.

Deed of Assignment of Licensed IP

GENERAL TERMS

1. ASSIGNMENT

- 1.1 With effect from the Effective Date, the University assigns to Assignee all of the University's right, title and interest in and to the Assigned IP, including the absolute right:
- (a) to apply for registration as the sole proprietor of the Assigned IP; and
 - (b) to do anything in relation to ownership, protection and use of the Assigned IP, including the right to sue for and recover damages and other relief in relation to any infringement of the Assigned IP, including for the avoidance of doubt, its right to take action for passing off or a contravention of the Australian Consumer Law (or equivalent State or Territory legislation), whether the infringement occurred before, on or after the Effective Date.

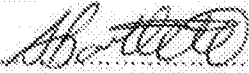
 THE UNIVERSITY OF SYDNEY	VARIATION AGREEMENT	
PARTIES		
University Contact	The University of Sydney , a body corporate under the <i>University of Sydney Act 1989</i> (NSW), ABN 15 211 513 464 Director, Commercial Development & Industry Partnerships F23 Administration Building, Level 3, Corner of Eastern Avenue and City Road, The University of Sydney, NSW 2006 Australia Email: cdip@sydney.edu.au Telephone: +61 2 9351 4000	
Organisation Contact	Ferronova Pty Ltd , ABN 89 612 664 347, c/o BDO Advisory, Level 7, 420 King William Road, Adelaide SA 5000 Stewart Bartlett, CEO Email: stewart.bartlett@ferronova.com.au Telephone: 040 395 1272	
BACKGROUND		
A. The parties entered into a Licence Agreement on 28 May 2019 ('Principal Agreement'). A copy of the Principal Agreement is attached in Annexure A. B. The parties wish to move away from the royalties-based model established under the Principal Agreement and establish an equity-based model by way of variation to the Principal Agreement. C. Clause 30.8 of the Principal Agreement states that no variation of the Principal Agreement is binding unless agreed in writing and signed by authorised representatives of both parties. D. In consideration of, among other things, the mutual promises contained in this agreement, the parties wish to amend the Principal Agreement in the manner set out in this agreement.		
DETAILS		
Effective Date	Means the date on which the Shareholders Agreement between the University, the Organisation and all other parties is fully executed.	
Note: Unless indicated otherwise, all capitalised terms in column 1 of the Details have the meaning given in column 2. EXECUTED as an agreement on the terms of the Details and General Terms.		
EXECUTED as an AGREEMENT		
SIGNED for and on behalf of THE UNIVERSITY OF SYDNEY by its duly authorised representative:  Name of signatory: Duncan Ivison Position: Deputy Vice-Chancellor (Research) Date: 28/04/2020		
SIGNED for and on behalf of THE ORGANISATION in accordance with s127(1) of the Corporations Act 2001 (Cth):		



Name of signatory: Geoff Thomas

Director:

Date: 25/4/2020



Name of signatory: Simon Bartlett

Director/Secretary (select):

Date:

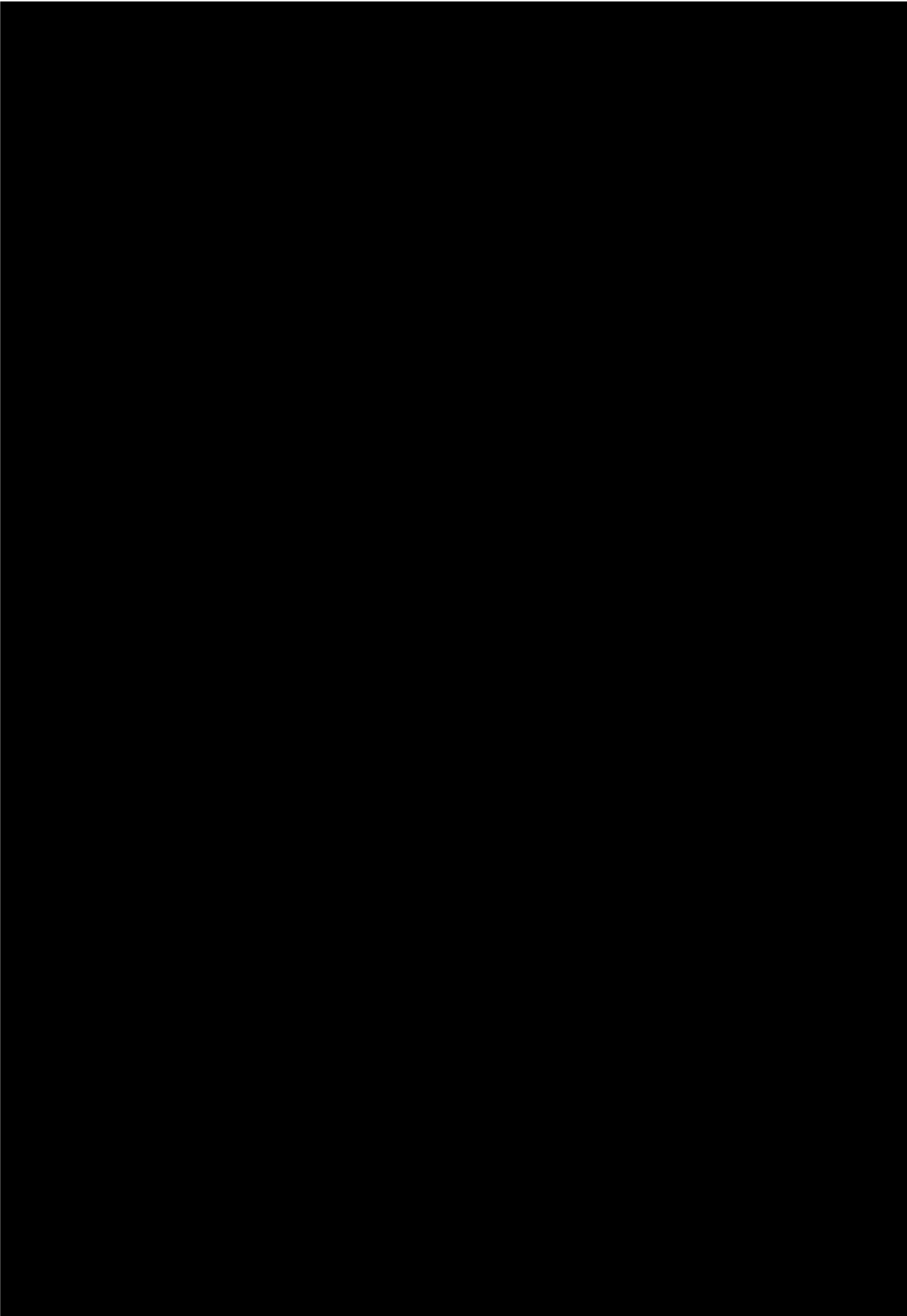
25/4/20

Note: By executing this agreement each signatory represents that he or she is authorised to sign on behalf of their entity. The effective date of this agreement will be the Effective Date specified in the Details or if no Effective Date is specified in the Details the date on which this agreement has been executed by ALL parties and if executed on different dates, the date on which the last party executes this agreement.



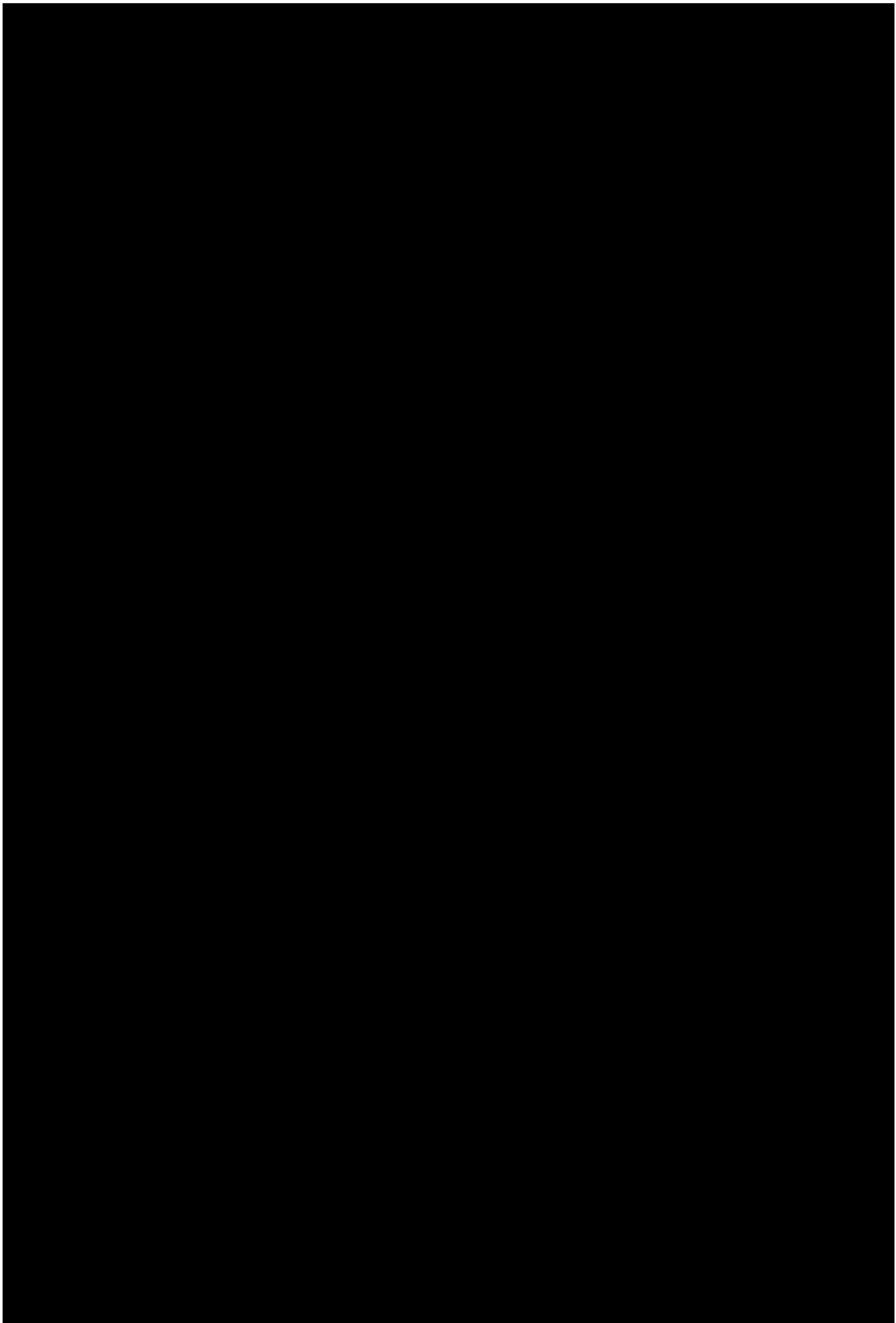
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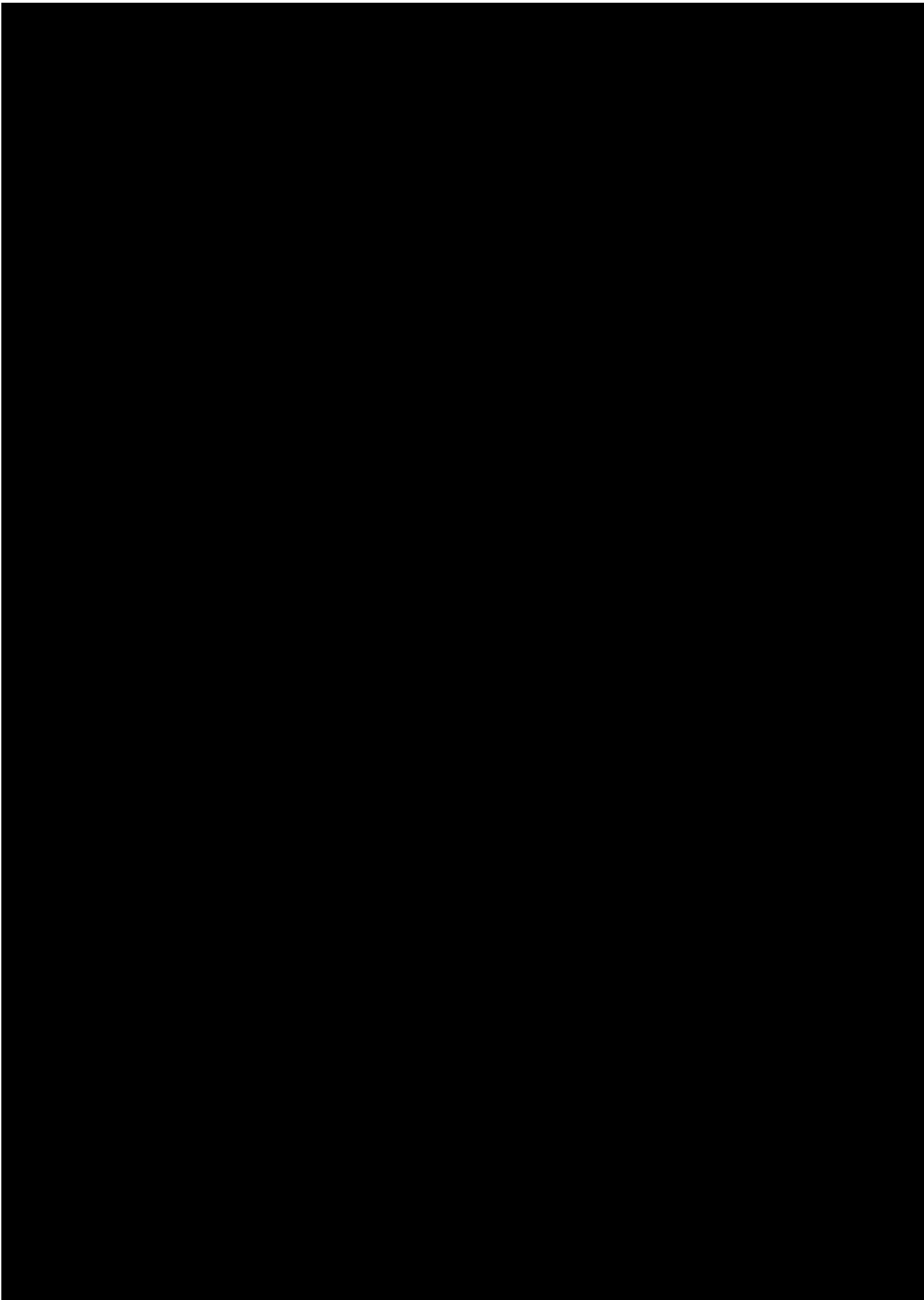
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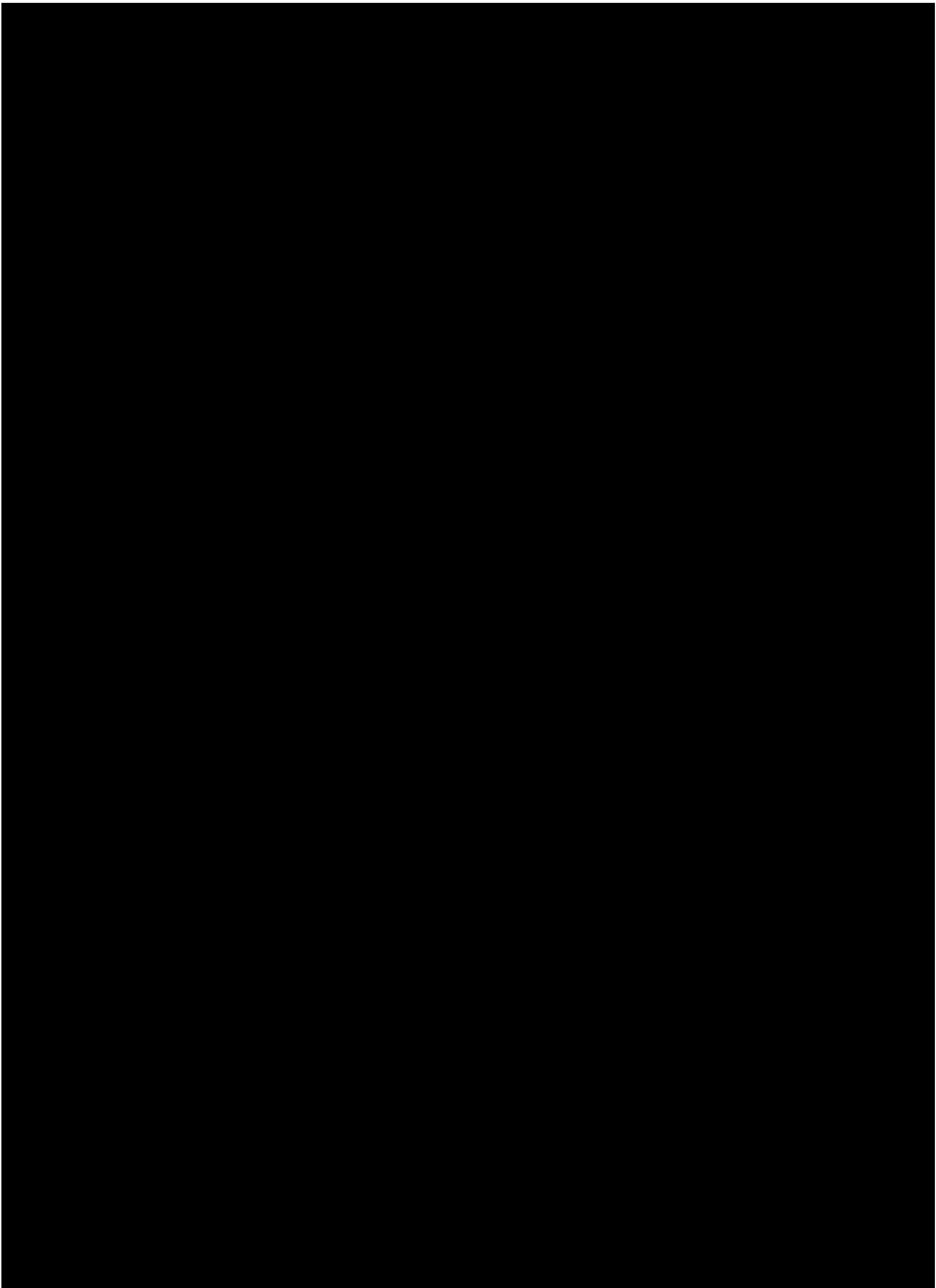
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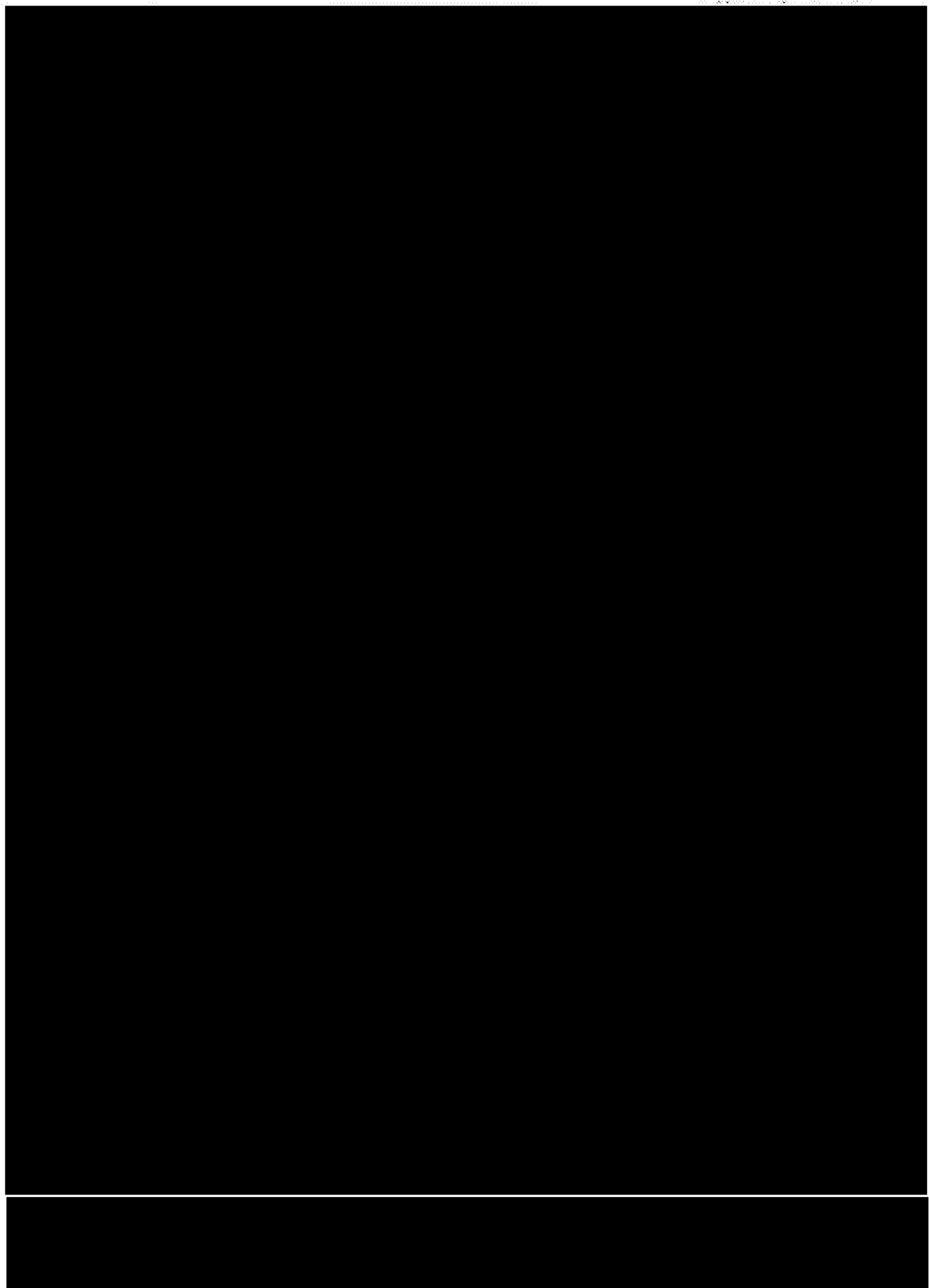


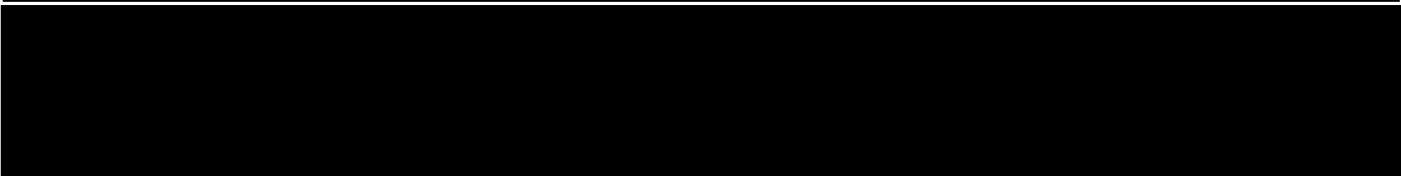
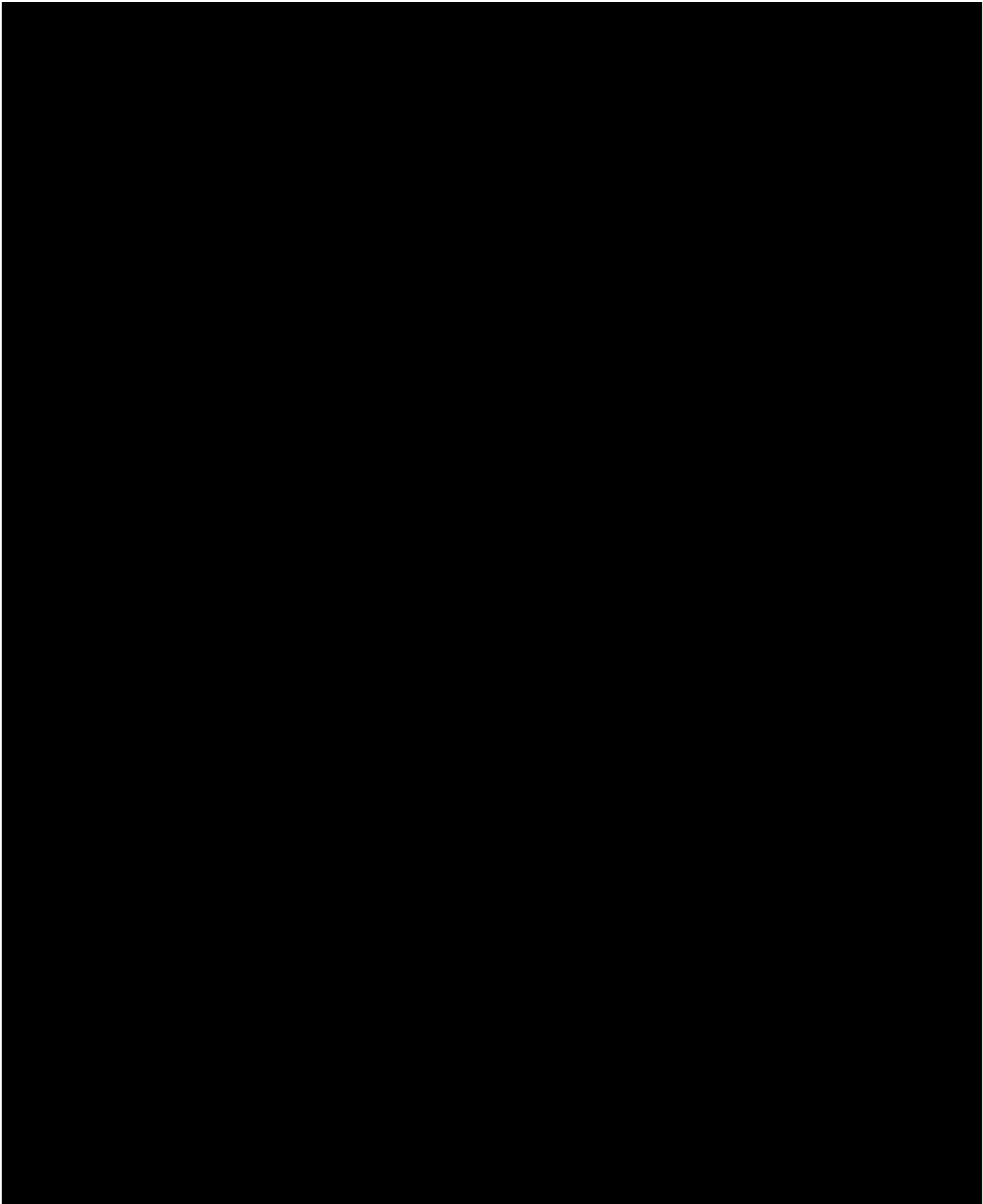
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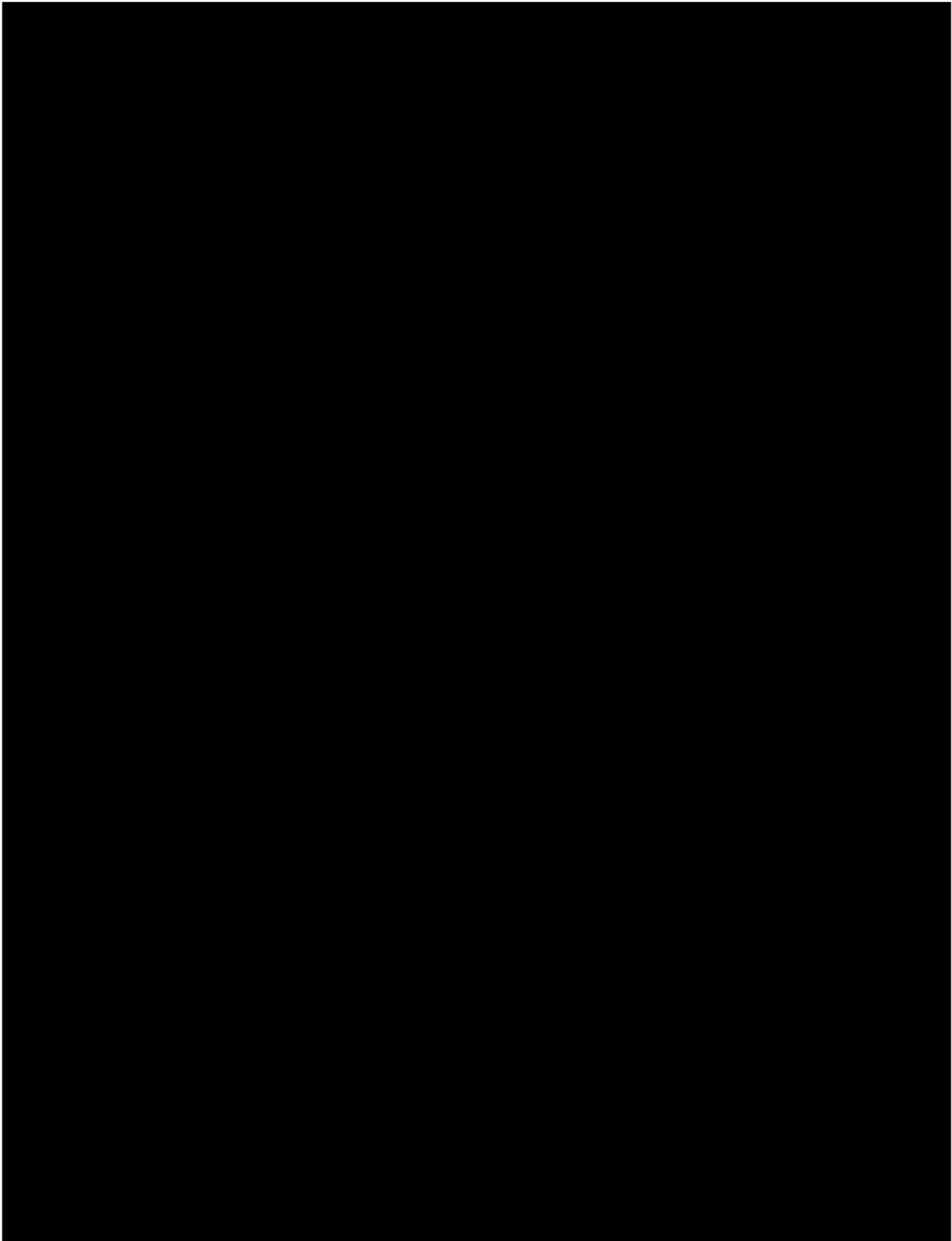


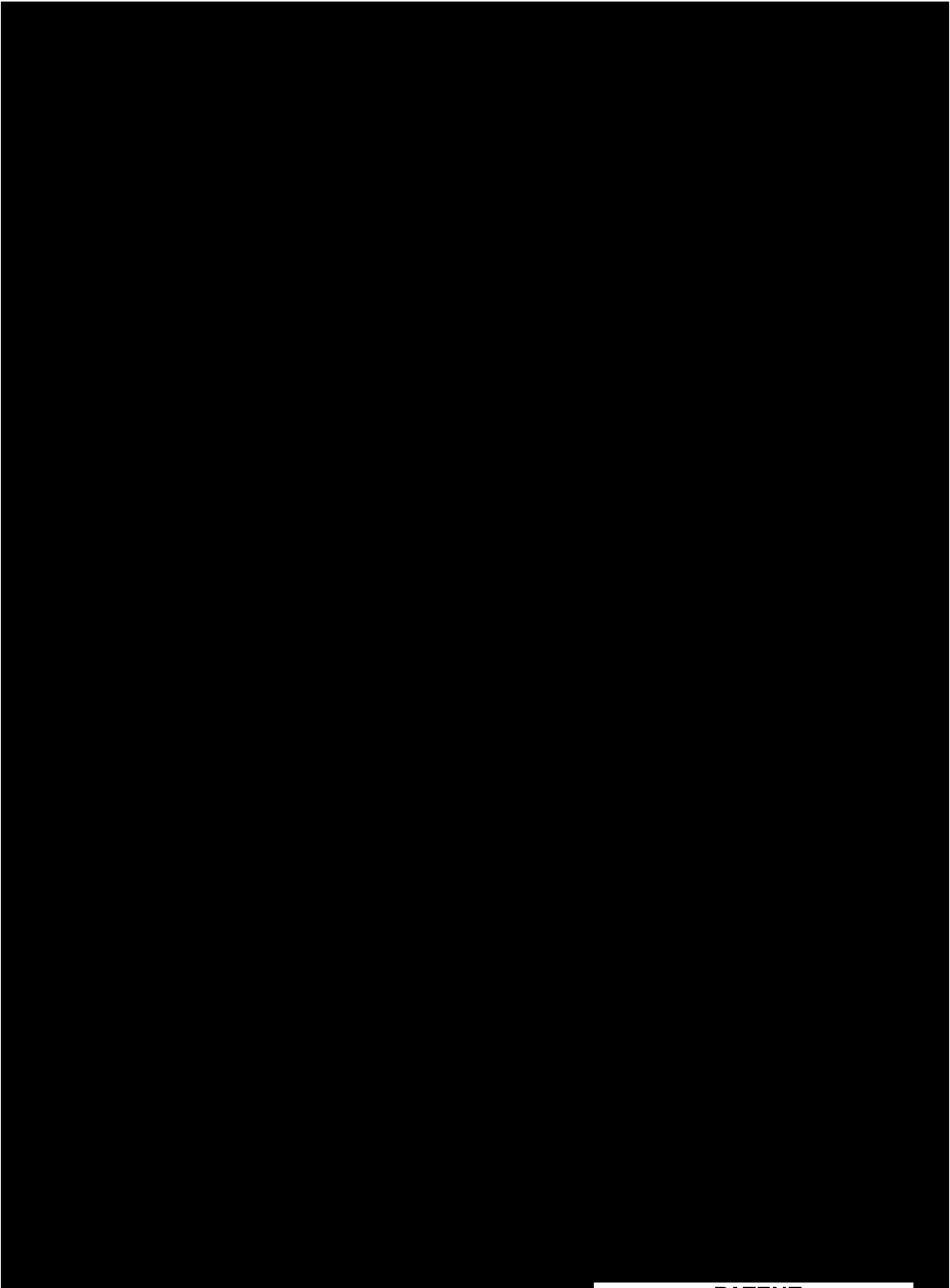


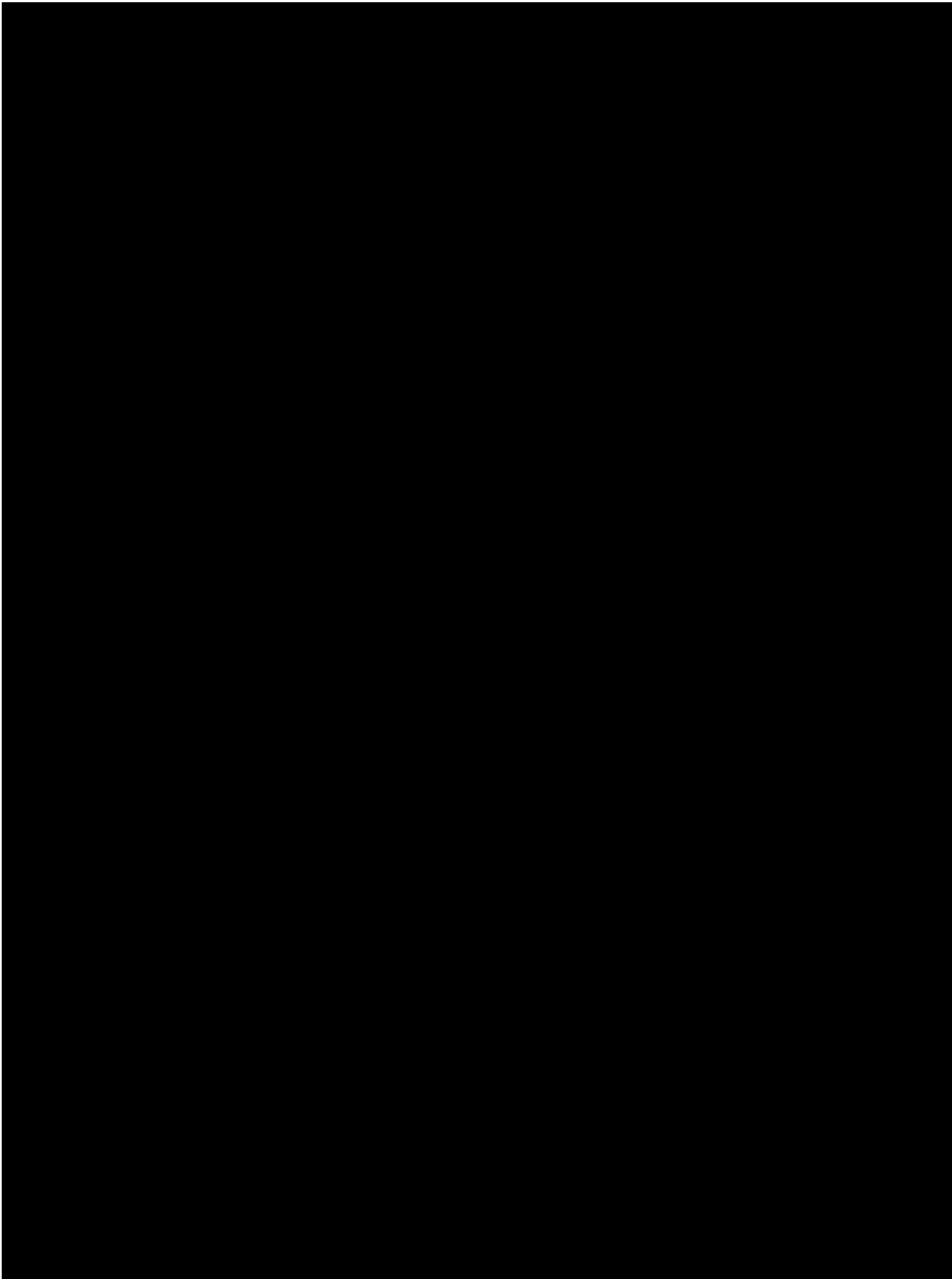
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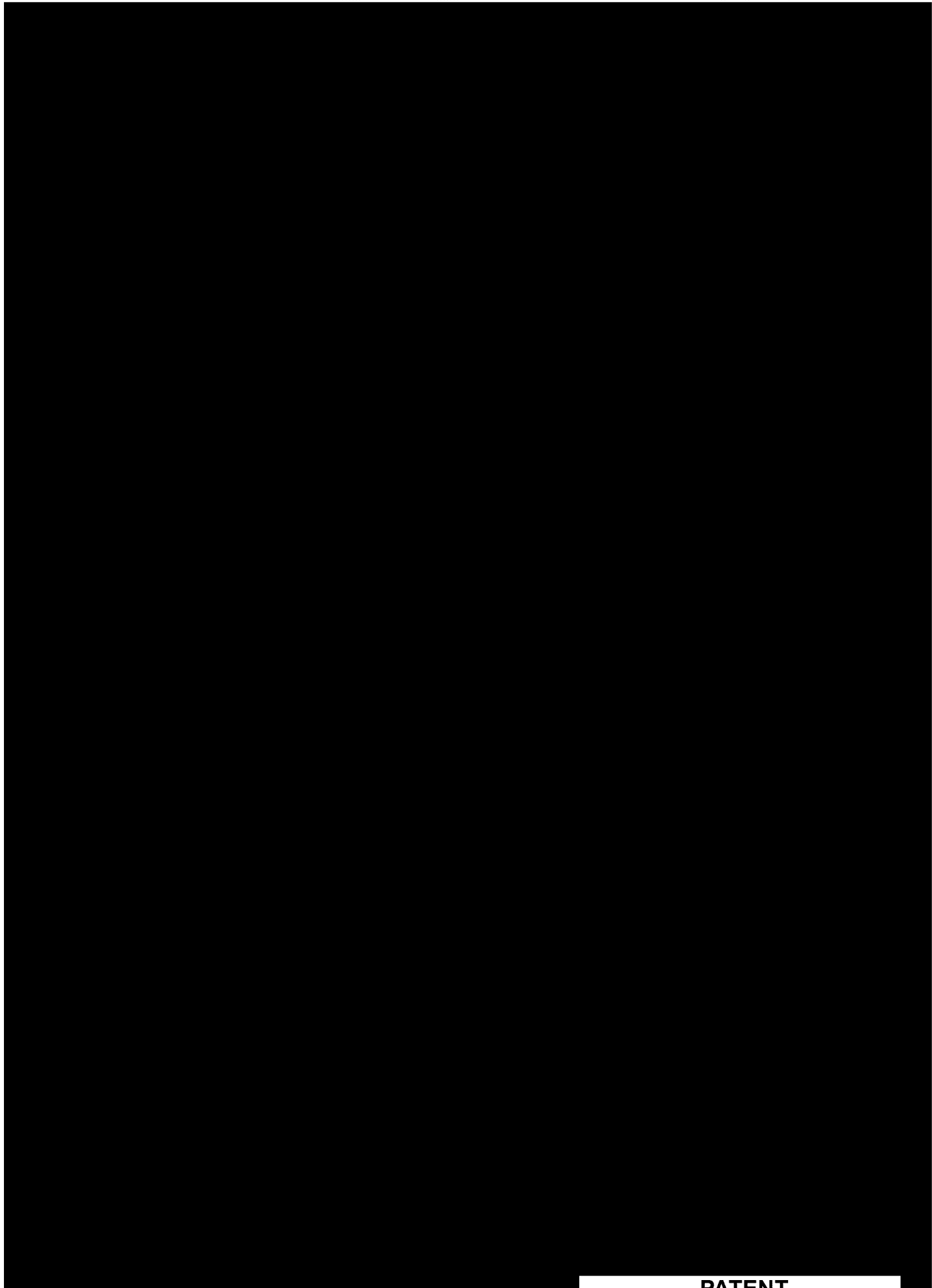
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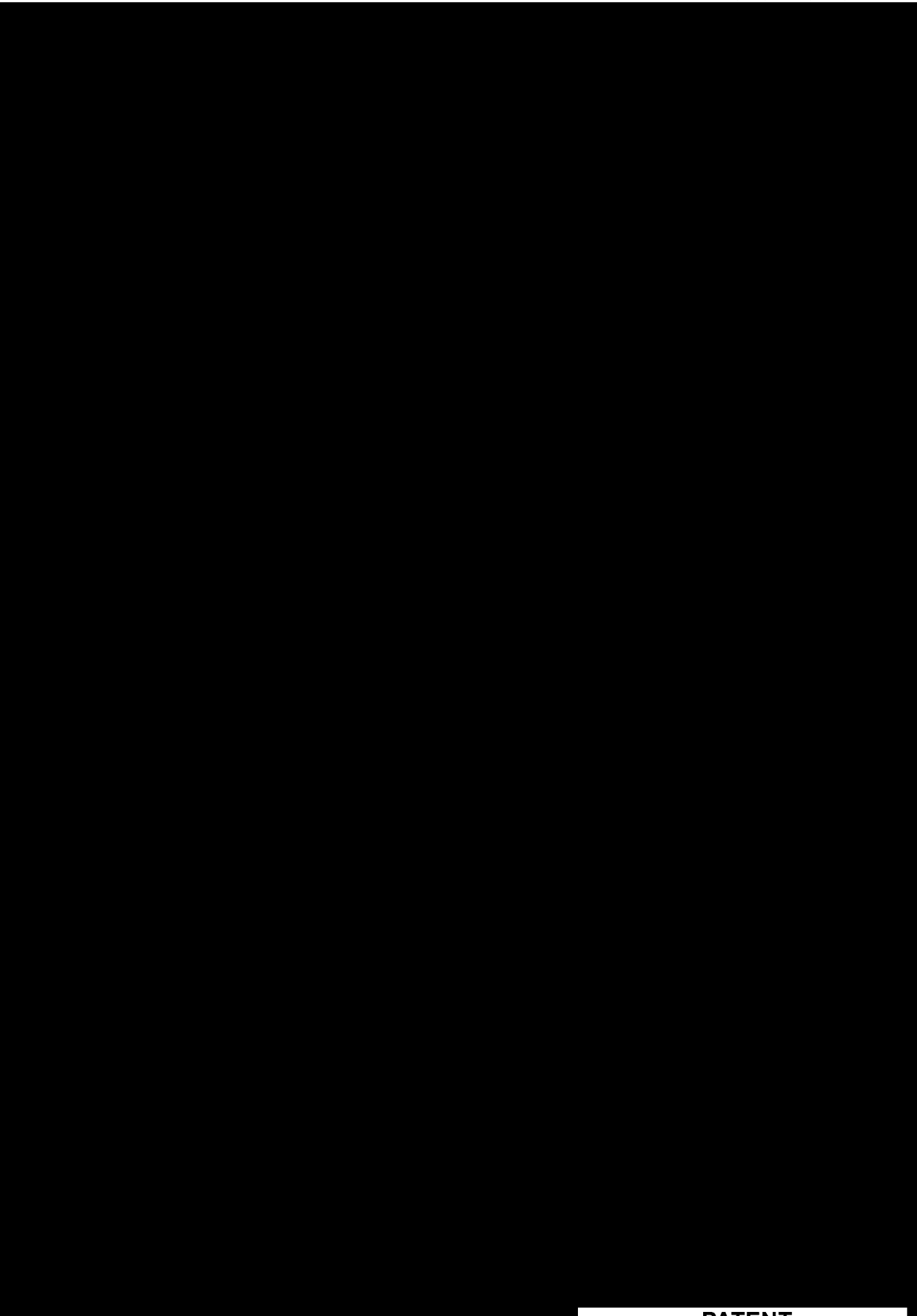
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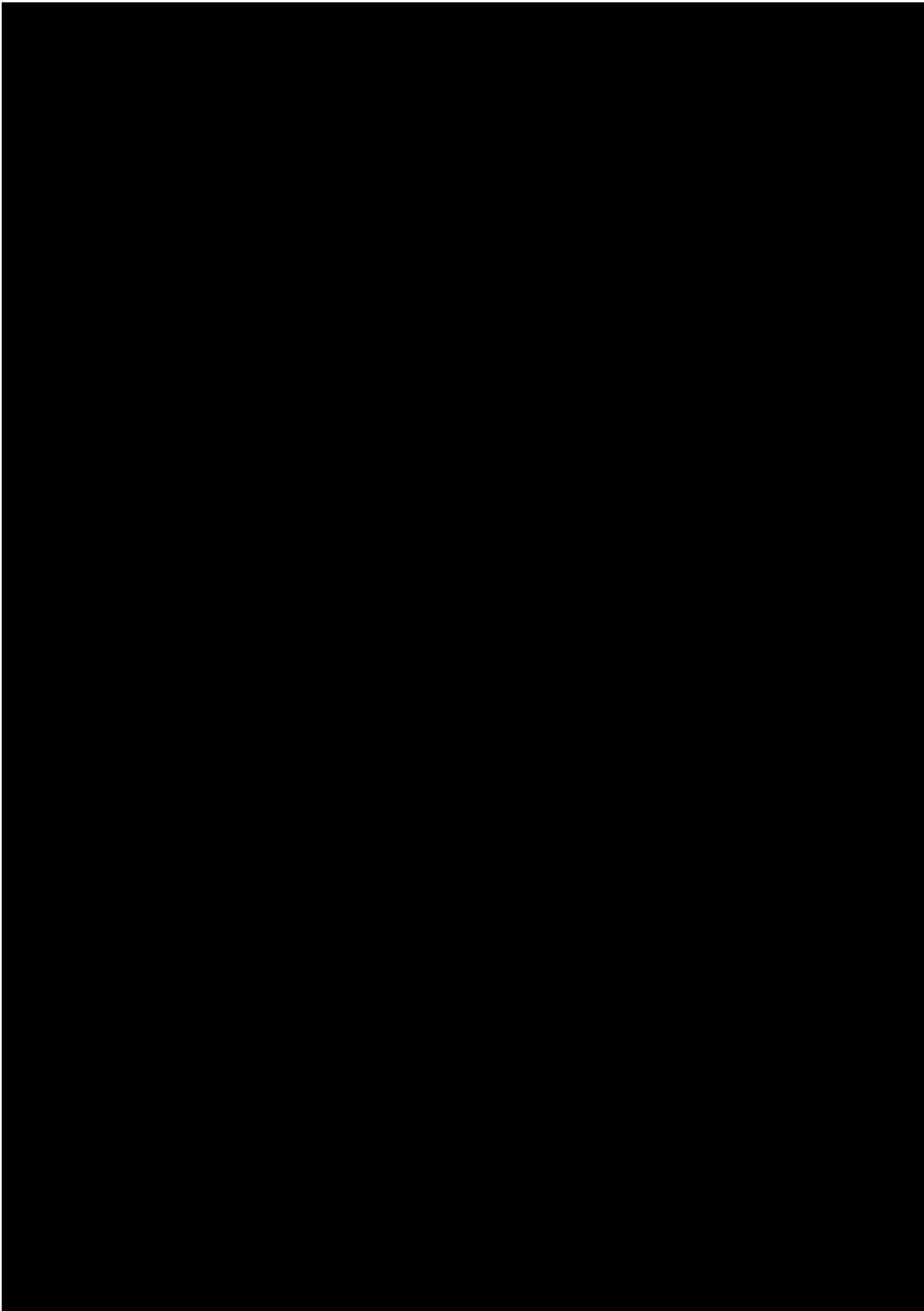
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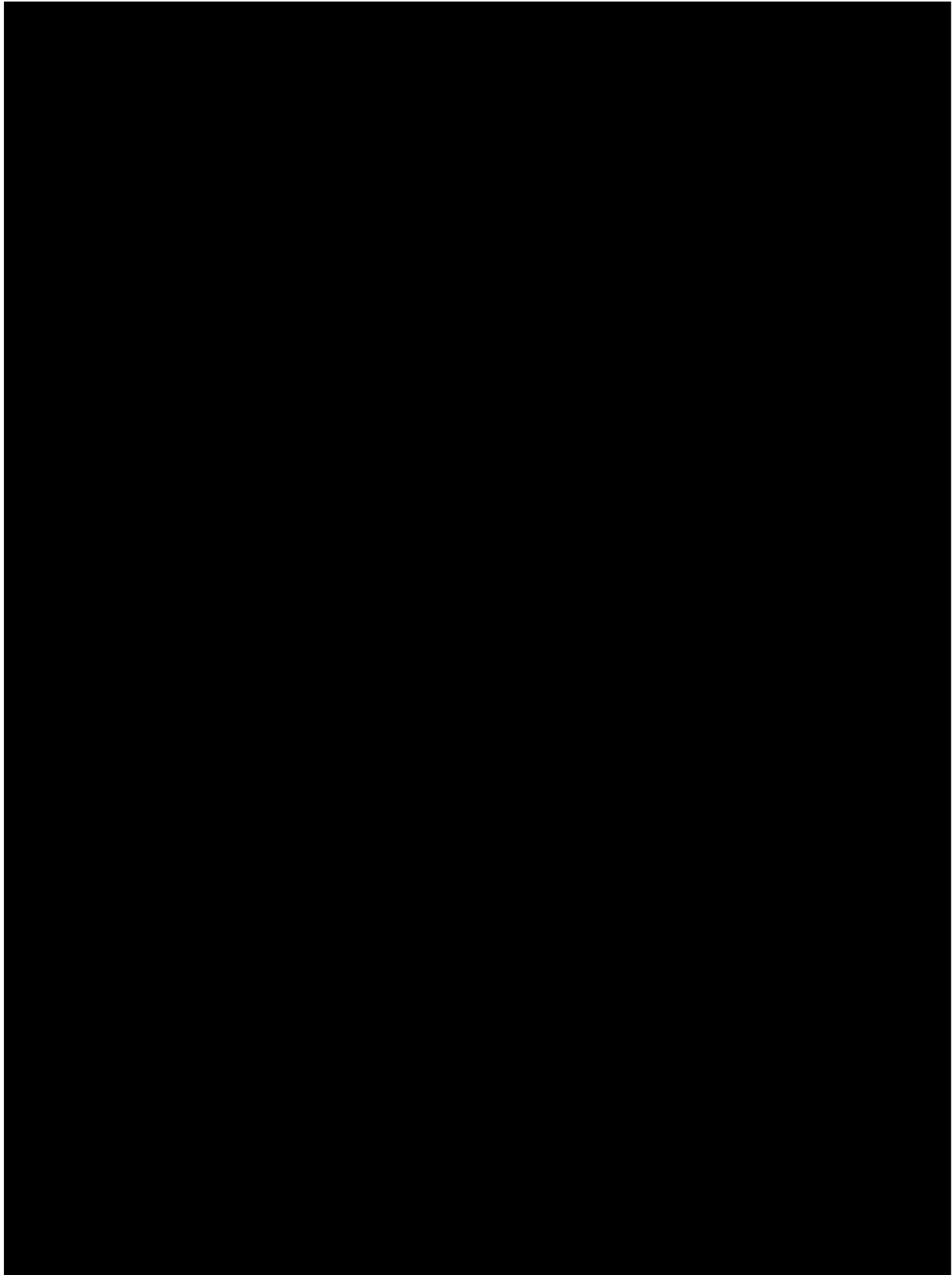
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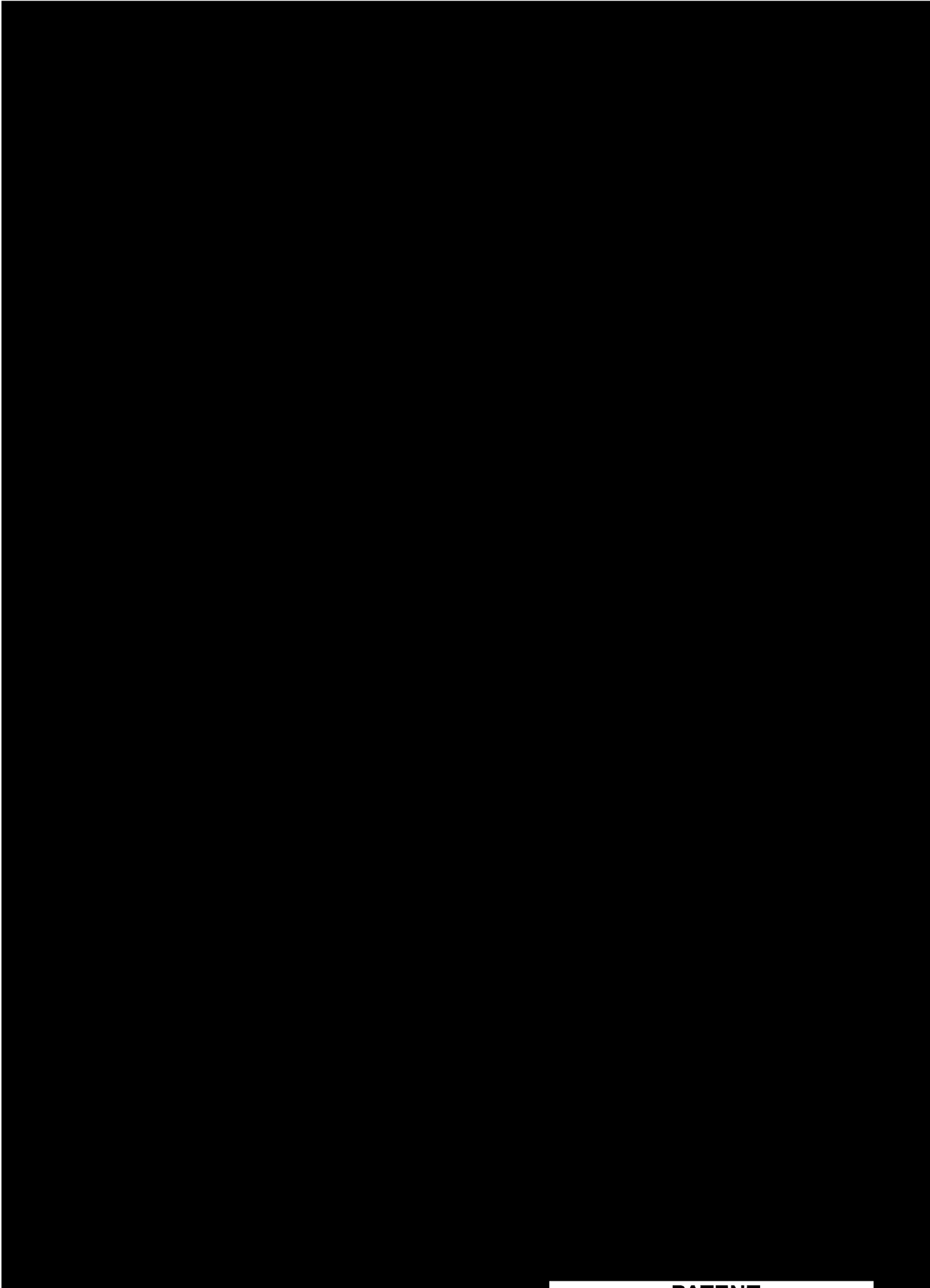
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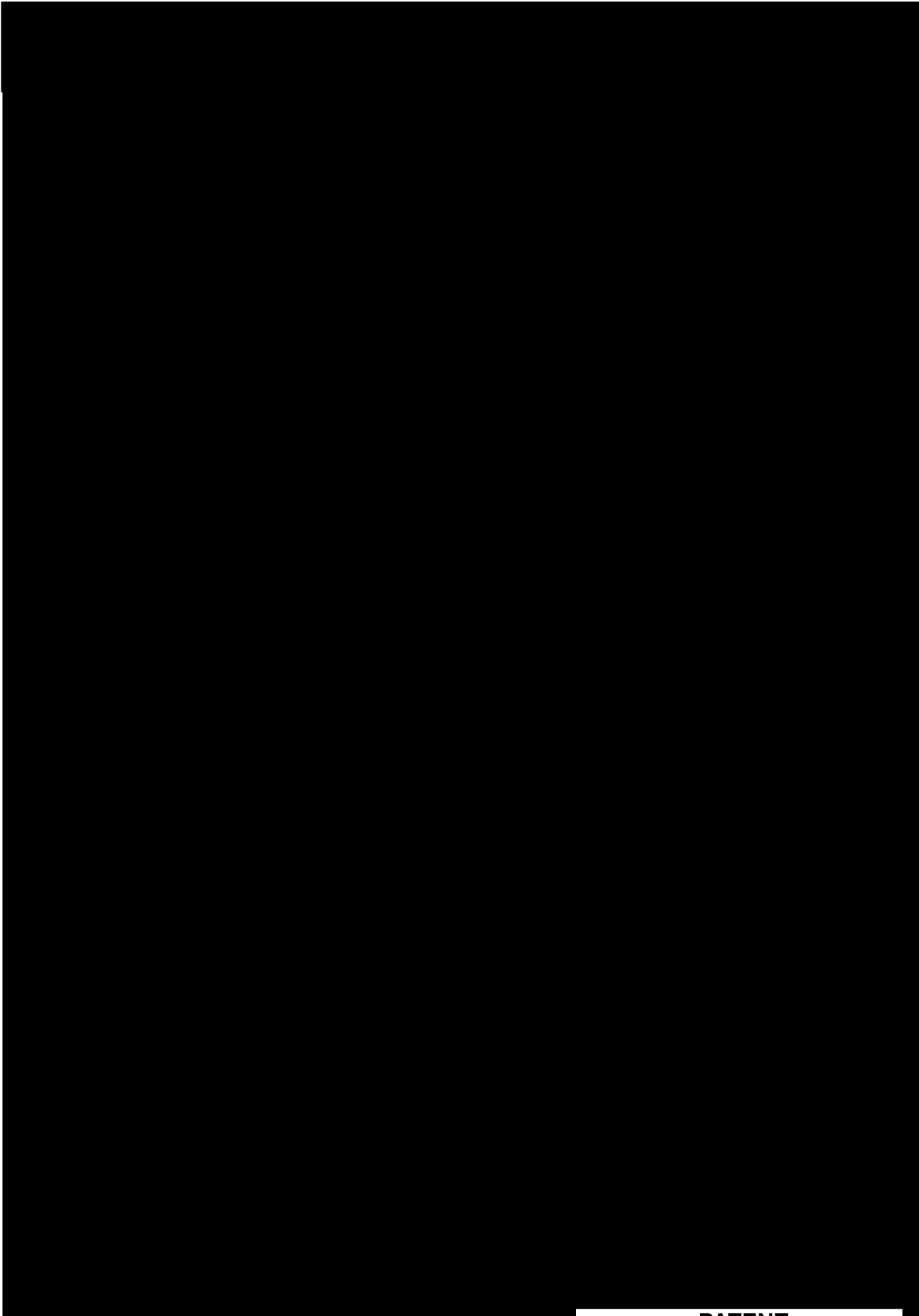












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SCHEDULE 1 – LICENSED IP

REGISTERED PATENTS

Country	CBJP Ref	Patent No.	Title	Inventors	Expiry Date
Australia	Record of Invention#: 2008- 011-CA-0	2009246066	Administrable compositions	Hawkeitt, Brian Stanley ; Warr, Gregory Goodman ; Wang, Yanjun ; Pham, Thi Thuy Binh ; Jain, Nirmesh	15 May 2029
Canada	Record of Invention#: 2008- 011-CA-0	2724004	Administrable compositions	Brain Stanley Hawkeitt, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029
China	Record of Invention#: 2008- 011-CN-0	200980128285.4	Administrable compositions	Brain Stanley Hawkeitt, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029
Germany	Record of Invention#: 2008- 011-EP-0-DE	EP2291175	Administrable compositions	Brain Stanley Hawkeitt, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029
France	Record of Invention#: 2008- 011-EP-0-FR	EP2291175	Administrable compositions	Brain Stanley Hawkeitt, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029

Office of General Counsel

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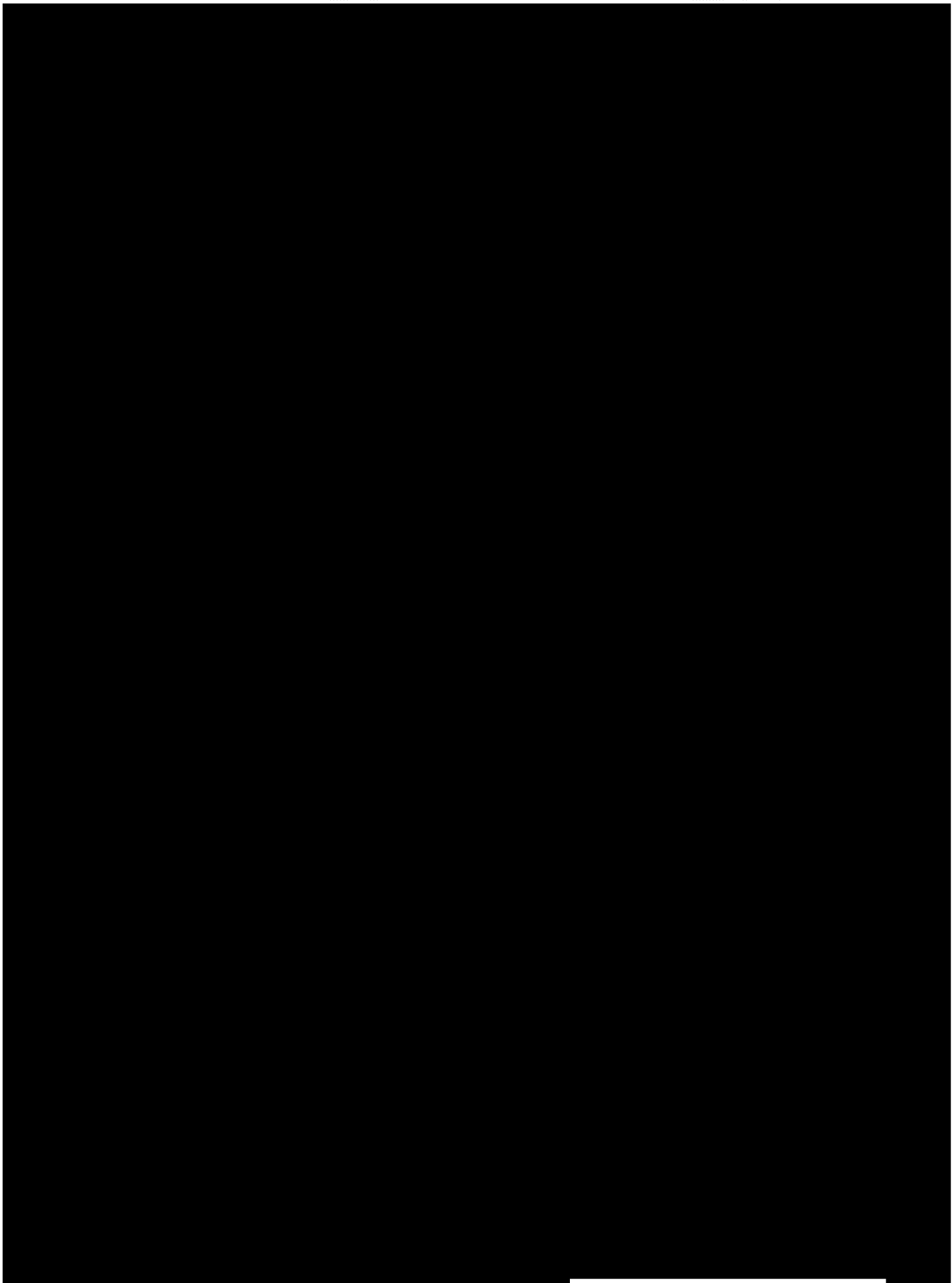
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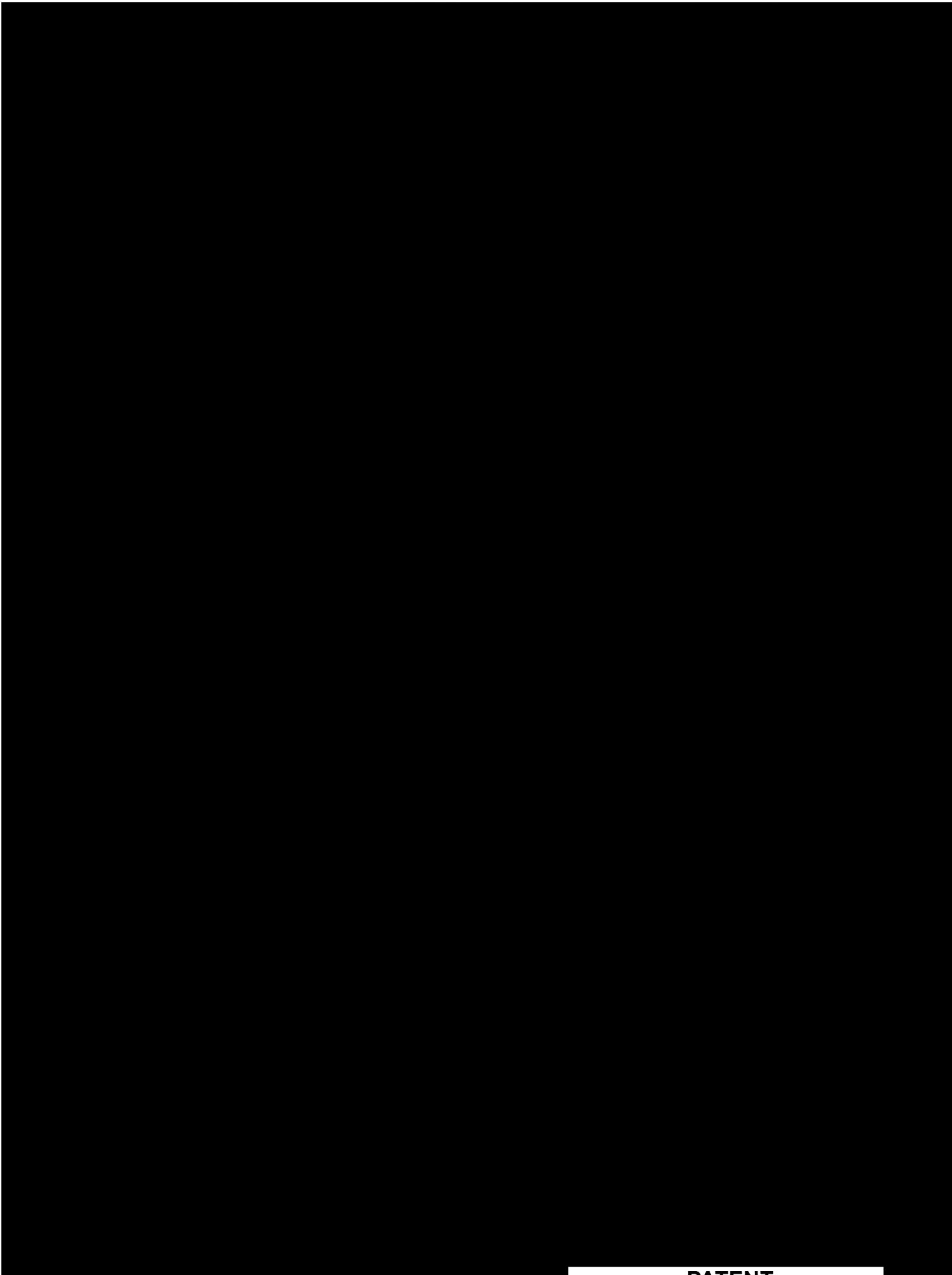
Country	CDIP Ref	Patent No.	Title	Inventors	Expiry Date
Great Britain	Record of Invention#: 2008- 011-EP-0-GB	EP2291175	Administrable compositions	Thuy Binh Pham, Yanjun Wang Brain Stanley Hawke, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029
Israel	Record of Invention#: 2008- 011-IL-0	209243	Administrable compositions	Brain Stanley Hawke, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029
India	Record of Invention#: 2008- 011-IN-0	279459	Administrable compositions	Brain Stanley Hawke, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029
Japan	Record of Invention#: 2008- 011-JP-0	5663472	Administrable compositions	Brain Stanley Hawke, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029
Korea	Record of Invention#: 2008- 011-KR-0	10-1638201	Administrable compositions	Brain Stanley Hawke, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029

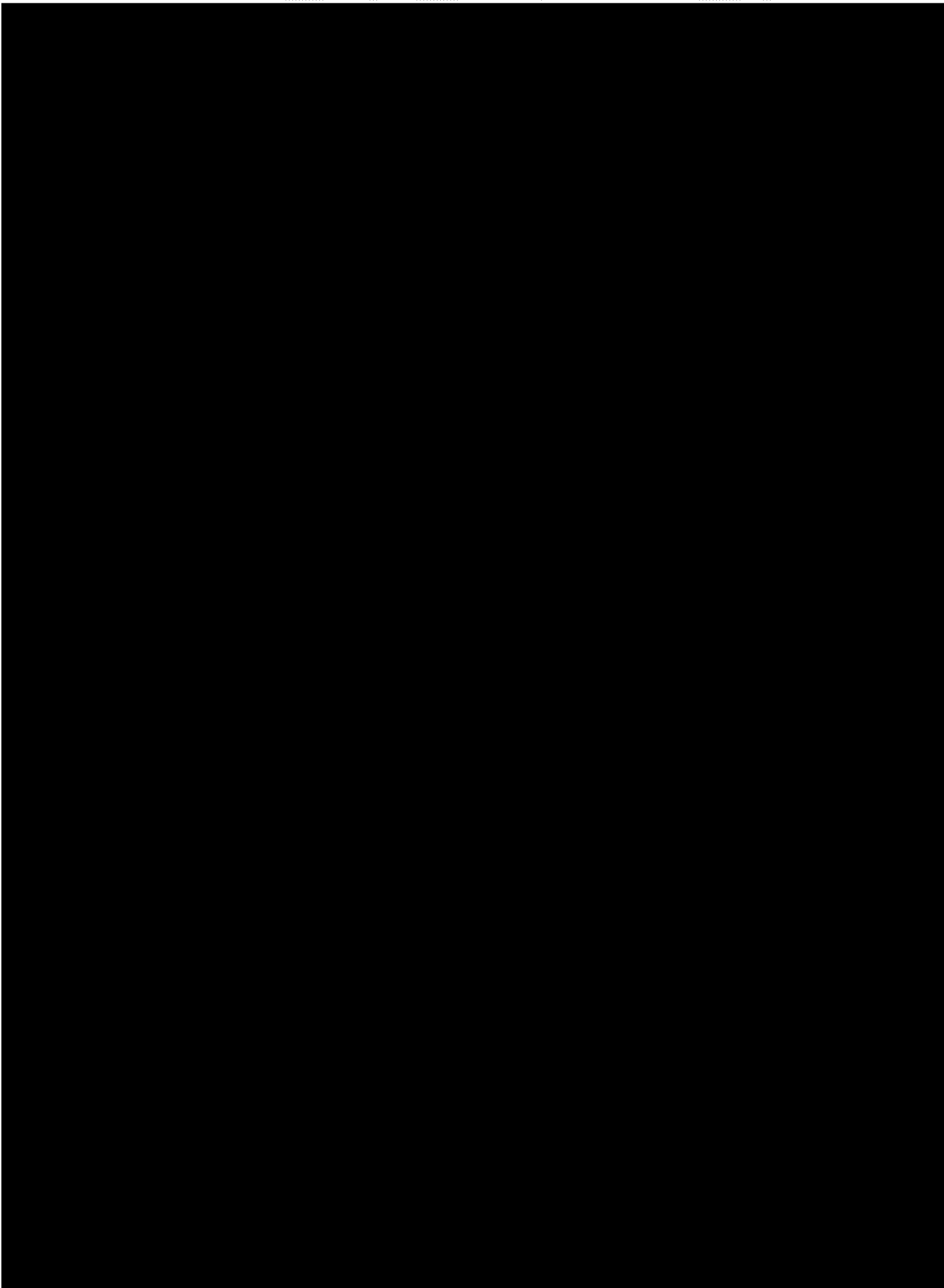
Licence Agreement

Country	CDIP Ref	Patent No.	Title	Inventors	Expiry Date
New Zealand	Record of Invention#:2008- 011-NZ-0	589287	Administrable compositions	Brain Stanley Hawkeitt, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029
United States of America	Record of Invention#:2008- 011-US-0	8709486	Administrable compositions	Brain Stanley Hawkeitt, Gregory Goodman Warr, Nirmesh J Jain, Thi Thuy Binh Pham, Yanjun Wang	15-May-2029







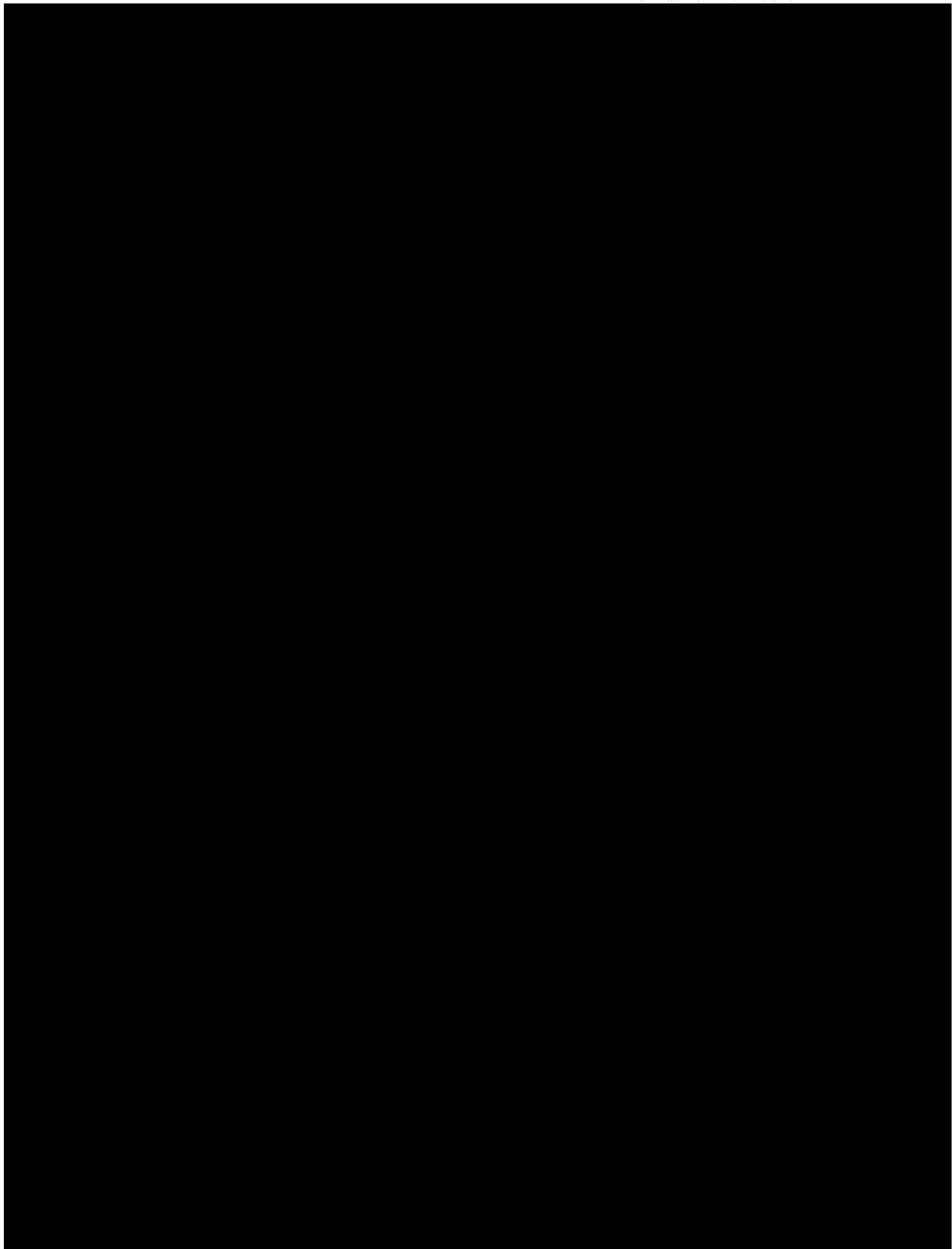


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