

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI51950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Capsular Technologies Pty Ltd	12/21/2023
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Swinburne University of Technology
<b>Street Address:</b>	John Street
<b>City:</b>	Hawthorne
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	3122
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8945551
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	8573004003
<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>	
<b>Phone:</b>	5087337247
<b>Email:</b>	bostonpatent@lathrogpm.com,denise.vincent@lathrogpm.com
<b>Correspondent Name:</b>	Brian C. Trinke
<b>Address Line 1:</b>	28 State Street, 7th floor
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	523646: DCT-001
<b>NAME OF SUBMITTER:</b>	Denise Vincent
<b>SIGNATURE:</b>	Denise Vincent
<b>DATE SIGNED:</b>	02/26/2024
<b>Total Attachments: 13</b>	
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source=Deed of Assignment - Capsular Technologies\_Fully Executed\_20231222#page13.tif

## DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

### Information Schedule

#### Parties

<b>Swinburne</b>	<b>SWINBURNE UNIVERSITY OF TECHNOLOGY</b> (ABN: 13 628 586 699) a body politic and corporate established under the Swinburne University of Technology Act 2010 (Vic) of John Street, Hawthorn in the State of Victoria, Australia
<b>Assignor</b>	<b>The Party identified in Item 1 below</b>

#### Background

- A. The Assignor is the owner of the Intellectual Property.
- B. The Assignor has agreed to assign to Swinburne all its rights, title and interest in, on, under or derived from the Intellectual Property in the Assigned Material on the terms of this Deed.

#### Date

<b>Date of Deed</b>	The date that the last Party signs this Deed
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#### Details

Item No	Identifier	Detail
<b>1</b>	<b>Assignor</b>	<b>Name:</b> CAPSULAR TECHNOLOGIES PTY. LTD.
		<b>ABN:</b> 67 615 605 742
		<b>Address:</b> John Street Hawthorn Victoria 3122
		<b>email:</b> moshea@swin.edu.au
		<b>Attention:</b> Michael O'Shea
<b>2</b>	<b>Assigned Materials</b>	See Annexure A
<b>3</b>	<b>Assignment Date</b>	21 December 2023

## Execution

Swinburne

SIGNED for and on behalf of  
**SWINBURNE UNIVERSITY OF  
TECHNOLOGY** in the presence  
of:

Date signed: 22/12/2023

*Caroline Herd*

Signature of witness

Werner van der Merwe

Name of signatory

VP Innovation & Enterprise

Title of signatory

Assignor

SIGNED for and on behalf of  
**ASSIGNOR** in the presence of:

Date signed: 21/12/2023

*S. Wright*

Signature of witness

Steven Wright

Name of signatory

Company Secretary

Title of signatory

## General Terms

This section of the Deed sets out the General Terms applicable to this Deed of Assignment. The signed Information Schedule constitutes an acceptance by the Parties of these General Terms and all other parts of this Deed.

### 1. Assignment of Intellectual Property

In consideration of the payment by Swinburne of the sum of \$1 (the receipt of which is acknowledged by the Assignor), the Assignor assigns to Swinburne all its rights, title and interest in, on, under or derived from the Intellectual Property in the Assigned Materials on and from the Assignment Date.

### 2. Not used

### 3. Release and indemnity

Swinburne releases the Assignor from all liability which the Assignor may have, or but for this release might have had, to any party arising out of or in connection with the use of the Intellectual Property in the Assigned Material on and from the Assignment Date.

### 4. Dispute Resolution

4.1 A Party must not commence legal proceedings relating to this Deed unless the Party wishing to

commence proceedings has complied with this clause 4.

4.2 The Parties must co-operate with each other and use their best endeavours to resolve by mutual agreement any disputes between them and all other difficulties which may arise from time to time relating to this Deed.

4.3 Any dispute not resolved under clause 4.2 must be dealt with as follows:

4.3.1 the Party claiming a dispute exists must notify in writing the other Party of that dispute (**Notification**);

4.3.2 within 10 days of receipt of that Notification, the dispute must be referred to the Chief Executive Officer (or equivalent) of the Assignor and the Vice President of Innovation and Enterprise of Swinburne, or their nominees, for resolution; and

**4.3.3** if the dispute is not resolved within 28 days of Notification, the dispute shall be referred for mediation to the Australian Disputes Centre Limited (**ADC**). If the Dispute has not been resolved within 60 days of referral to ADC either Party is free to initiate court proceedings.

**5.3 Assignment:** A Party must not assign, sub-contract, or transfer any of its rights or obligations under this Deed to any person without the prior written consent of the other Parties. Such consent must not be unreasonably withheld.

**5.4 Severability:** If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected and all other provisions will remain in full force and effect.

**5.5 Governing Law:** This Deed shall be governed by the laws of Victoria, Australia. Each Party submits to the non-exclusive jurisdiction of the courts of that place.

**5.6 Several Obligations:** Each Party's obligations and liabilities under this Deed are several and not joint or joint and several.

**5.7 No Waiver:** Any failure by a Party to compel performance by the other Party of any of the terms and conditions of this Deed will not constitute a waiver of those terms or conditions or diminish the rights arising from their breach.

**5.8 Counterparts:** This Deed may be executed in any number of counterparts, each counterpart is an original but the counterparts together are one and the same agreement. This Deed is binding on the Parties on the exchange of counterparts. A copy of a counterpart sent by electronic transmission –

**5.8.1** must be treated as an original counterpart;

**5.8.2** is sufficient evidence of the execution of the original; and

**5.8.3** may be produced in evidence for all purposes in place of the original.

**5.9 Signatories:** The signatories to this Deed warrant that they have the authority to enter into this Deed on behalf of the party they are stated to represent.

**5.10 Variation:** This Deed may only be varied in writing, signed by all Parties.

**5.11 No representation:** A Party shall not represent that another Party or any of their staff in any way endorse, support or approve of, any products, services, Intellectual Property or business of the

## 5. General

### 5.1 Interpretation

The following rules apply unless the context requires otherwise:

**5.1.1** words denoting the singular include the plural and vice versa;

**5.1.2** words denoting natural persons include corporations and vice versa;

**5.1.3** words denoting any gender include all genders;

**5.1.4** headings are for convenience only and do not affect interpretation;

**5.1.5** reference to any Party to this Deed or any other relevant agreement or document includes that Party's successors and permitted assigns;

**5.1.6** reference to any document or agreement is deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;

**5.1.7** references to any legislation or to any provision of any legislation include any modification or re-enactment of such legislation or any legislative provisions substituted for, and all legislation and statutory instruments issued under, such legislation; and

**5.1.8** any reference to "GST", "input tax credit," "recipient", "supplier", "supply", "tax invoice" and "taxable supply" has the meaning given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

**5.2 No partnerships:** This Deed does not create a partnership, agency, fiduciary or other relationship, except the relationship of contracting parties. No Party is liable for the acts or omission of any other Party, save as set out in this Deed.

representing party unless that other Party has given its express written consent to such representation.

taken to have been duly given or made on the next Business Day.

**5.12 Entire Understanding:** This Deed-

**5.12.1** is the entire understanding between the Parties on everything connected with the subject matter of this Deed; and

**5.12.2** supersedes any prior agreement or understanding on anything connected with that subject matter.

**5.13 Contra Proferentem:** This Deed or any part of this Deed is not to be construed against a Party merely because that Party was responsible for preparing it.

**5.14 Execution:** This Deed is null and void unless it is executed by all parties.

**6. Notices**

Any notice given under this Deed:

**6.1** must be in writing and signed by a person authorised by the sender;

**6.2** must be delivered to the intended recipient by post or by hand or fax or email to the address or fax number or email address set out in the Information Schedule;

**6.3** will be taken to be duly given or made:

**6.3.1** in the case of delivery in person, when delivered;

**6.3.2** in the case of delivery by post, five Business Days after the date of posting unless it has been received earlier;

**6.3.3** in the case of fax, on receipt by the sender of a transmission control report from the dispatching machine; and

**6.3.4** if transmitted electronically, upon actual receipt by the addressee provided that the sender does not receive notification of invalid email delivery address or other transmission error. In the case where the sender receives a transmission error report, the sender must re-send the notice by one of the other means by hand, post or fax;

but if the result is that a notice would be taken to be given or made on a day which is not a Business Day, or is later than 4.00pm (local time), it will be

## Glossary

<b>Annexure</b>	means an annexure to this Deed.
<b>Assigned Material</b>	means such part (or all) of the Intellectual Property that is owned by Assignor that is being assigned to Swinburne as detailed in Item 2 of the Information Schedule.
<b>Assignment Date</b>	means the date set out in Item 3 of the Information Schedule.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
<b>Deed</b>	means this deed including this Glossary, the Information Schedule, the General Terms, all Annexures to this deed, and any amendment to it in writing.
<b>General Terms</b>	means the general terms described as such in this Deed.
<b>Glossary</b>	means this glossary.
<b>Information Schedule</b>	means the Schedule at the start of this Deed which details the key information relevant to this Deed.
<b>Intellectual Property</b>	means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties, know-how and all rights and interests of a like nature, together with any and all documentation relating to such rights and interests.
<b>Item</b>	means an item in the Information Schedule.
<b>Parties</b>	means the parties to this Deed and their respective successors and permitted assigns, and <b>"Party"</b> means any one of them.
<b>Schedule</b>	means a schedule to this Deed.

**Annexure A**



**PATENT PORTFOLIO  
SCHEDULE  
SEPTEMBER 2023**

**CAPSULAR TECHNOLOGIES PTY LTD**

**"INJECTABLE COMPOSITION FOR DELIVERY OF A BIOLOGICALLY ACTIVE AGENT"**

**PCT/AU2017/050316 (WO 2017/050316)**

**Priority: AU 2013902141**

(AL KOBAISI, Mohammad; MAINWARING, David E.)

**PATENT**

**REEL: 066561 FRAME: 0263**

DCC REF	COUNTRY	APPLICATION DATE	APPLICATION/PATENT NO.	DATE OF GRANT	EXPIRY	STATUS	NOTES	2023 EXPECTED COSTS
35243297	Australia Prov	12.04.2016	2016901365	-	12.04.2017	COMPLETED	-	-
35256184	Australia Prov	13.09.2016	2016903682	-	12.04.2017	COMPLETED	-	-
35265981	PCT	11.04.2017	PCT/AU2017/050316 WO2017/050316	-	-	NATIONAL PHASE ENTERED	-	-
35266111	Argentina	12.04.2017	P170100947	-	-	RESPONSE FILED	-	Acceptance or further Office Action due \$1000
35517857	Australia	11.04.2017	2017250005	06.04.2023	11.04.2037	REGISTERED	Renewal Due 11 April 2024 - handled by POF	-
35517858	Brazil	11.04.2017	BR112018071007.5	-	-	RESPONSE FILED	Renewal Due 11 April 2024 handled by POF	Acceptance or further Office Action due \$1000
35517859	Canada	11.04.2017	3020657	-	-	OFFICE ACTION RESPONSE FILED	Renewal Due 11 April 2024	Acceptance or further

DCC REF	COUNTRY	APPLICATION DATE	APPLICATION/PATENT NO.	DATE OF GRANT	EXPIRY	STATUS	NOTES	2023 EXPECTED COSTS
35517860	China	11.04.2017	201780035920.9			RESPONSE TO NOTIFICATION OF RE-EXAMINATION INSTRUCTED	handled by POF	Office Actor due \$1000 Acceptance or further Office Actor due \$1000
35517861	Europe	11.04.2017	3442503 (17781632.9)	15.03.2023	11.04.2037	REGISTERED	Renewal Due 30 April 2024 handled by POF	-
35599579	France	11.04.2017	3442503			VALIDATED	Renewal Due 30 April 2024 handled by POF	-
35599578	Germany	11.04.2017	3442503			VALIDATED	Renewal Due 30 April 2024 handled by POF	-
35599580	UK	11.04.2017	3442503			VALIDATED	Renewal Due 30 April 2024 handled by POF	-
35517862	India	11.04.2017	201817038577			ABANDONED	-	-
35517863	New Zealand	11.04.2017	747155			ACCEPTED Awaiting Notice of Acceptance	Renewal Due 11 April 2024	Report Acceptance & send Deed \$1000

**PATENT**



INTELLECTUAL PROPERTY

DCC REF	COUNTRY	APPLICATION DATE	APPLICATION/PATENT NO.	DATE OF GRANT	EXPIRY	STATUS	NOTES	2023 EXPECTED COSTS
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handled by POF

Next

Renewal

Due 2

August

2024 -

handled

by POF

35517864	USA	11.04.2017	16/092,636	02.02.2021	11.04.2037	REGISTERED		-
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35517865	South Africa	11.04.2017	2018/06822			ABANDONED		-
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PATENT

**"BIOPOLYMER HYBRID GEL-DEPOT DELIVERY SYSTEM"**

**PCT/AU2010/000883 (WO 2011/003155)**

**Priority: AU 2009903213**

(MAINWARING David Edward; AL KOBALSI Mohammad; YEW LOONG CHUA Brendon; JACKSON David Charles; ZENG Weiguang)

**PATENT**

**REEL: 066561 FRAME: 0266**

DCC REF	COUNTRY	APPLICATION DATE	APPLICATION/PATENT NO.	DATE OF GRANT	EXPIRY	STATUS	NOTES	2023 EXPECTED COSTS
30759114	Australia Prov	09.07.2009	2009903213	-	09.07.2010	COMPLETED	-	-
30992685	PCT	09.07.2010	PCT/AU2010/000883 WO2011/003155	-	-	NATIONAL PHASE ENTERED	-	-
35103417	Australia	09.07.2010	2010269074	09.02.2017	09.07.2030	REGISTERED	Renewal Due 9 July 2024 handled by POF	-
35103518	Brazil	09.07.2010	BR1120120004727	-	-	ABANDONED	-	-
35103514	Canada	09.07.2010	2767443	-	-	ABANDONED	-	-
35103519	China	09.07.2010	201080035301.8	-	-	ABANDONED	-	-
35103515	Europe	09.07.2010	10796598.0	-	-	ABANDONED	-	-
35103516	Japan	09.07.2010	5675798	09.01.2015	09.07.2030	ABANDONED	-	-
35103517	USA	09.07.2010	8945551	03.02.2015	09.07.2030	REGISTERED	Next Renewal Due 3 August 2026 handled by POF	-

**"VACCINE COMPOSITION"**

**PCT/AU2019/050225 (WO 2019/173871)**

**Priority: AU 2018900822**

(MAINWARING David E; AL KOBAYSI Mohammad)

**PATENT**

**REEL: 066561 FRAME: 0267**

<b>DCC REF</b>	<b>COUNTRY</b>	<b>APPLICATION DATE</b>	<b>APPLICATION/PATENT NO.</b>	<b>DATE OF GRANT</b>	<b>EXPIRY</b>	<b>STATUS</b>	<b>NOTES</b>	<b>2023 EXPECTED COSTS</b>
35279153	Australia Prov	13.03.2018	2018900822	-	13.03.2019	Completed	-	-
35523498	PCT	13.03.2019	PCT/AU2019/050225 WO2019/173871	-	-	NATIONAL PHASE ENTERED	-	-
35547499	Australia	13.03.2019	2019235613	-	-	EXAMINATION REQUESTED	Renewal Due 13 March 2024 - handled by POF	Reporting First Office Action \$800
35547500	China	13.03.2019	201980029890.X	-	-	ACCEPTED Accumulated Annuities Instructed	Next renewal date to be confirmed	Forwarding Notice of Registration/Deed \$1500
35547501	Europe	13.03.2019	19768221.4	-	-	EUROPEAN SEARCH REPORT RESPONSE INSTRUCTED	Renewal Due 31 March 2024 - handled by POF	Acceptance or further Office Action due \$1000



INTELLECTUAL PROPERTY

DCC REF	COUNTRY	APPLICATION DATE	APPLICATION/PATENT NO.	DATE OF GRANT	EXPIRY	STATUS	NOTES	2023 EXPECTED COSTS
35547502	USA	13.03.2019	16/979,780			REGISTERED	Next Renewal Due 7 December 2025- handled by POF	-

PATENT