

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI74728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NewSouth Innovations Pty Ltd	01/25/2024
RECEIVING PARTY DATA	
Company Name:	Metro Biotech NSW Pty Ltd
Street Address:	2 Smithfield Avenue
City:	Coogee, NSW
State/Country:	AUSTRALIA
Postal Code:	2034
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62623579
Patent Number:	11180521
PCT Number:	US1915672
CORRESPONDENCE DATA	
Fax Number:	6178327000
<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:	617-988-3590
Email:	patentdocketing@foleyhoag.com,dmahoney@foleyhoag.com
Correspondent Name:	Denise M. Mahoney
Address Line 1:	FOLEY HOAG LLP
Address Line 2:	155 Seaport Boulevard
Address Line 4:	Boston, MASSACHUSETTS 02210-2600
ATTORNEY DOCKET NUMBER:	MBS-02401-2425-2460 1st
NAME OF SUBMITTER:	Denise Mahoney
SIGNATURE:	Denise Mahoney
DATE SIGNED:	03/06/2024
Total Attachments: 8	
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**Intellectual Property Assignment Deed**

DETAILS					
DATE	The date that this Agreement is executed by the last party to it				
PARTIES	NewSouth Innovations Pty Limited ABN 25 000 263 025 (NSI) Rupert Myers Building, Gate 14 Barker Street, UNSW, Sydney, NSW 2052, Australia Contact: Director Phone: +61 2 9385 6505 Email: contracts.manager.kex@unsw.edu.au				
	Metro Biotech NSW Pty Ltd ACN 602 627 789 (Assignee) 2 Smithfield Avenue, Coogee NSW 2034, Australia Contact: Eric Livak Hale Phone: +1 510 220 0923 Fax: N/A Email: eric@edenrocsciences.com				
ENTIRE DEED	This deed consists of the General Terms, these Details and any annexures or schedules to this deed.				
INTELLECTUAL PROPERTY RIGHTS (IPR)	Project name	Tech ID	Intellectual Property Notification Date		
	Nicotinamide riboside analogs, pharmaceutical compositions, and uses thereof	2017-088	15 November 2017		
DETAILS OF INTELLECTUAL PROPERTY RIGHTS	Patent (and all patents derived thereof)	Patent No.	Jurisdiction	Priority date	Filing date
	Nicotinamide riboside analogs, pharmaceutical compositions, and uses thereof	62/623579	United States	30 Jan 2018	30 Jan 2018
	Nicotinamide riboside analogs, pharmaceutical compositions,	PCT/US2019/015672	PCT	30 Jan 2018	29 Jan 2019

	and uses thereof				
	Nicotinamide riboside analogs, pharmaceutical compositions, and uses thereof	2019214858	Australia	30 Jan 2018	7 Aug 2020
	Nicotinamide riboside analogs, pharmaceutical compositions, and uses thereof	16/965747	United States	30 Jan 2018	29 Jul 2020
	<p>(a) Any patents or patent applications which are based on the invention and any patents or patent applications which claim priority from, or are divided from, or are continuations of any such patents or patent applications.</p> <p>(b) Know-how means all unpatented technical and other information not in the public domain including inventions, discoveries, concepts, data, formulae, ideas, specifications, procedures and results for experiments and tests, experimentation and testing, and results of research and development, including laboratory records, clinical trial data, case reports, data analysis and summaries, and information in submissions to and information from ethics committees and regulatory bodies, relating to the inventions the subject of the patents.</p>				
SPECIAL CONDITIONS	N/A				
BACKGROUND	<p>(a) NSi owns Intellectual Property rights in the Technology known as "nicotinamide riboside analogs, pharmaceutical compositions, and uses thereof" (the Invention IP) and has the right to assign its interest in the Invention IP.</p> <p>(b) NSi agrees to assign its interest in the Invention IP to Assignee and Assignee agrees to accept those assignments and to undertake certain other obligations on the terms and conditions contained in this Deed.</p>				

EXECUTED AS A DEED

Signed by the authorised representative of
NewSouth Innovations Pty Limited ABN
25 000 263 025 in the presence of



Signature of witness

Samantha Fung

Name of witness

25 January 2024

Date



Signature of authorised representative


Dax Kukulj

Name of authorised representative

25 January 2024

Date

Signed for and behalf of **Metro Biotech**
NSW Pty Ltd ACN 602 627 789 in the
presence of:



Signature of witness

Michael Willis, Senior Counsel

Name of witness

March 1, 2024

Date



Signature of authorised representative

Eric M. Livak Hale

Name of authorised representative

2024-03-01

Date

The signatory warrants that they are authorised to execute this deed on behalf of **Metro Biotech**
NSW Pty Ltd ACN 602 627 789.

GENERAL TERMS

1 DEFINITIONS and INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Exploit or Exploitation means:

- (a) generally to develop, manufacture, use and market;
- (b) in relation to IPRs, the exercise of the rights exclusively granted to the holder of such IPRs by the laws of the jurisdiction in which the IPRs subsist;
- (c) in relation to a product, kit, apparatus, substance, documentation or information resource (or any part of such materials), to develop, make, distribute, market, sell, hire out, lease, supply, or otherwise dispose of it; and
- (d) in relation to a method or process, to use the method or process or to develop, make, distribute, market, sell, hire out, lease, supply, or otherwise dispose of a product, kit or apparatus the use of which is proposed or intended to involve the exercise of the method or process.

Intellectual Property means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts and rights to require information to be kept confidential, and all other rights as defined by Article 2 of the Convention establishing the World Intellectual Property Organization of July 1967, and all rights to apply for any of the above, but does not include moral rights that are not transferable.

Invention IP means the IPRs set out in the Details.

UNSW means the University of New South Wales (ABN 57 195 873 179).

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and “including” is not a word of limitation; and
- (b) a reference to any party in this Deed includes the party’s successors and permitted assigns.

2 ASSIGNMENT

2.1 Assignment

Subject to clause 2.2, NSi hereby assigns to **Assignee**, and **Assignee** accepts NSi’s entire right, title and interest (whether legally or beneficially owned) in the Invention IP, existing at, and with effect from, the date of this Deed.

2.2 NSi’s and UNSW’s continuing rights

The Parties acknowledge and agree that the assignments in clause 2.1 are subject to a grant by **Assignee** of a non-exclusive, perpetual, royalty-free, irrevocable, worldwide licence to NSi, with a limited right to sub-licence to UNSW (but with no right for UNSW to sub-licence), to use the Invention IP for education and non-commercial research purposes. For the avoidance of doubt, NSi must not grant any sub-licences, or rights to use the Invention IP to any third party, apart from UNSW, without the prior written consent of **Assignee**.

2.3 Assistance

NSi must, on **Assignee** reasonable request and at **Assignee** cost, provide **Assignee** with reasonable assistance, including access to records and execution of documents, required to give full effect to the assignments in clause 2.1. **Assignee** will bear all costs associated with the assignment of ownership of the Invention IP, including but not limited to all costs associated with recording of ownership of the Invention IP upon any register of patents that is incurred on and after the date of assignment.

3 WARRANTIES

3.1 NSi warranties

NSi warrants as at the date of execution of this Deed that:

- (a) it has the power and authority to enter into and perform its obligations under this Deed and that the execution of this Deed by it has been duly and validly authorised by all necessary corporate action;
- (b) its obligations under this Deed are valid and binding and enforceable against it in accordance with their terms;
- (c) this Deed and its performance do not contravene its constituent documents or any law, or any of its obligations or undertakings by which it is bound, or cause a limitation on its powers of its corporate officers to be exceeded;
- (d) to the best of its knowledge and belief it owns its interest in the Invention IP, which is held without mortgage or charge;
- (e) to the best of its knowledge and belief it has not granted to any person any licence to the Invention IP which may conflict with the rights granted under this Deed;
- (f) to the best of its knowledge and belief it is not aware of any matter (other than matters disclosed to **Assignee** prior to the date of execution of this Deed, or otherwise to which **Assignee** has knowledge or reasonably ought to have knowledge thereof) that would be or is likely to render any of the Invention IP invalid;
- (g) to the best of its knowledge and belief no rights of third parties (other than rights disclosed to **Assignee** prior to the date of execution of this Deed, or otherwise to which **Assignee** has knowledge or reasonably ought to have knowledge thereof) would be or are likely to be infringed as a consequence of the rights granted under this Deed.

3.2 Assignee warranties

Assignee warrants, as at the date of execution of this Deed, and it is a condition of this Deed that:

- (a) it has the power and authority to enter into and perform its obligations under this Deed and that the execution of this Deed by it has been duly and validly authorised by all necessary corporate action;
- (b) its obligations under this Deed are valid and binding and enforceable against it in accordance with their terms;
- (c) this Deed and its performance do not contravene its constituent documents or any law, or any of its obligations or undertakings by which it is bound, or cause a limitation on its powers of its corporate officers to be exceeded;
- (d) it has made its own assessment of the Invention IP;
- (e) it has exercised its independent skill and judgment and has carried out its own investigations in its decision to enter into this Deed;
- (f) it has not relied on any advice, promise or representation made by NSi or UNSW which has not been expressly included in this Deed; and
- (g) it has obtained, or where required in the future will obtain, all authorisations, registrations, approvals or permits required by any governmental body or under any

government legislation in any relevant jurisdiction in connection with **Assignee** entry into and performance of this Deed.

3.3 Exclusion of warranties

Assignee acknowledges and agrees that:

- (a) except for such warranties on the part of NSi as are expressly set out in this Deed there are no other warranties binding upon NSi or between NSi and **Assignee**;
- (b) NSi has not made, nor has any person on behalf of NSi made any term, warranty, undertaking, or understanding whatsoever that is not expressly set out in this Deed;
- (c) no representation or promise of any description, not expressly included in this Deed, was made before this Deed was entered into; and
- (d) NSi has not made and does not make any warranty or representation whatsoever as to:
 - i. the safety of the Invention IP or of any products derived from such;
 - ii. the Exploitation of the Invention IP;
 - iii. the marketability of the Invention IP;
 - iv. the profits or revenues that may result from the Exploitation of the Invention IP;
 - v. the Exploitation prospects or success of any part of the Invention IP; and
 - vi. the Exploitation of the Invention IP being lawful or not requiring consent or approval by a third party (including regulatory approval) but without limiting NSi warranties in clause 3.1.

4 ACKNOWLEDGEMENTS

4.1 Release

To the full extent permitted by law, NSi will not be liable to **Assignee** for any special, incidental, indirect or consequential loss or damages, loss of profits, loss of data, loss of business opportunity or liabilities in respect of third parties which may be suffered or incurred or which may arise directly or indirectly out of or in connection with this Deed, however caused, under any theory of liability, whether based on breach of contract, breach of statute, tort (including any negligent act or omission) or otherwise, and whether or not the Party has been advised of the possibility of such loss or damage.

4.2 Acknowledgement

Assignee acknowledges and agrees that to the extent permitted by law, NSi and UNSW do not provide any warranties or assurances, except for such warranties as expressly set out in clause 3 and NSi and UNSW do not otherwise accept any liability, however arising, with respect to the Invention IP or its exploitation except to the extent such loss, damage or expense arose from breach of this Deed including a breach of warranty under clause 3 or breach of this Deed arising from use by UNSW in accordance with clause 2.3.

4.3 Indemnity

Assignee indemnifies NSi, UNSW, and their officers, employees, contractors and agents (**those indemnified**) against all loss, damage and expense (including legal expense) suffered or incurred by those indemnified or any of them as a result of a third party action or claim, whether under contract, tort (including negligence), statute, in equity or otherwise, arising out of or in connection with the use, commercialisation or exploitation of the Invention IP on or after the date of this Deed, except to the extent such loss, damage or expense arose from use by UNSW in accordance with clause 2.3, or breach of this Deed including a breach of warranty under clause 3.

REASSIGNMENT TO NSI

Assignee will provide NSI a first offer of reassignment of the Invention IP in the event that **Assignee**:

- a) wishes to assign the Invention IP to the inventors; or
- b) wishes to cease Exploitation of the Invention IP; or
- c) has a liquidator appointed.

5 GENERAL

5.1 Terms and entire agreement

This Deed consists of these General Terms, the Schedule and any annexures or schedules expressly incorporated and constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

5.2 Inconsistency

If there is an inconsistency between a provision of the Schedule, the General Terms, a schedule or an annexure then the first-mentioned terms prevail.

5.3 Requirements for valid legal notice

Any notice or other formal communication having legal effect under this Deed must be:

- (a) in writing signed by an authorised representative of the sender;
- (b) must be marked to the attention of the recipient's Contact and be delivered to the recipient by hand, pre-paid post or fax at the address or number shown in the Schedule (or as last notified); and
- (c) will be effective once received.

5.4 No agency or partnership

Nothing contained or implied in this Deed is intended to create a partnership between the Parties or, except as otherwise provided in this Deed, establish any of the Parties as an agent or representative of another Party. Except as otherwise provided in this Deed, no Party has any authority to bind another Party, or to act for, or to incur any obligation or assume any responsibility on behalf of, another Party in any way.

5.5 Variation and waiver

A provision of this Deed or a right created under it, may not be waived or varied except in writing, signed by the Party or Parties to be bound. A failure or delay in exercise of a right arising from a breach of this Deed does not constitute a waiver of that right.

5.6 Remedies cumulative

Unless otherwise stated, the rights, powers and remedies provided in this Deed are in addition to and not exclusive of the rights, powers and remedies given by law independently of this Deed.

5.7 Severability

If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction in which this Deed is performed it is severed for that jurisdiction. The remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Deed or is contrary to public policy. In that event, the Parties agree to use their respective reasonable efforts to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' commercial intent in entering into this Deed.

5.8 Counterparts

This Deed may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

5.9 Construction

No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

GOVERNING LAW

5.10 Governing law

This Deed is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

5.11 Serving documents

Without preventing any other method of service, any document in an action may be served on a Party by being delivered or left at that Party's address provided in page 1 of this agreement.