

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1152598

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gregory O'Grady	09/01/2020
Armen Gharibans	09/01/2020
Peng Du	09/01/2020
Jonathan Christopher Erickson	09/01/2020
RECEIVING PARTY DATA	
Company Name:	Auckland UniServices Limited
Street Address:	Level 10, 49 Symonds Street
City:	Auckland
State/Country:	NEW ZEALAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16991166
CORRESPONDENCE DATA	
Fax Number:	6503262422
<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:	6504625303
Email:	lweaver@ktslaw.com
Correspondent Name:	LISA WEAVER
Address Line 1:	Mailstop: IP Docketing - 22
Address Line 2:	1100 Peachtree Street NE, Suite 2800
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	112142-000100US-1439585
NAME OF SUBMITTER:	Lisa Weaver
SIGNATURE:	Lisa Weaver
DATE SIGNED:	04/09/2024
Total Attachments: 9	
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Deed of Assignment

THIS DEED OF ASSIGNMENT is made on the date of the last signature.

BETWEEN: **Gregory O'Grady**, a New Zealand citizen residing at C/O Auckland UniServices Limited, Level 10, 49 Symonds Street, Auckland, New Zealand;

and

Armen Gharibans, a ^{US AG}~~New Zealand~~ citizen residing at C/O Auckland UniServices Limited, Level 10, 49 Symonds Street, Auckland, New Zealand,

and

Peng Du, a New Zealand citizen residing at C/O Auckland UniServices Limited, Level 10, 49 Symonds Street, Auckland, New Zealand, and

Jonathan Christopher Erickson, a US citizen residing at C/O Auckland UniServices Limited, Level 10, 49 Symonds Street, Auckland, New Zealand;

(the "Assignor");

AND **Auckland UniServices Limited** incorporated under the law of New Zealand with company number 373821, whose registered office is at Level 10, 49 Symonds St, Auckland, New Zealand. ("**UniServices**").

BACKGROUND:

- A. UniServices is responsible for the management of the intellectual property rights of the University of Auckland (the "**University**"), and all those rights vest in UniServices by operation of a Deed of Agreement dated 27 February 1997.
- B. The Assignor is, or was at the relevant time, an employee of the University, a student at the University, or a visitor to the University that was collaborating with an employee of the University. In the course of that relationship, the Assignor conducted research which resulted in the Assigned Rights.
- C. The Assignor acknowledges that UniServices is or should be the legal and beneficial owner of the Assigned Rights.
- D. To the extent that the Assignor has any right, title, or interest in or to the Assigned Rights or the Intellectual Property Rights, the Assignor has agreed to assign, and UniServices has agreed to accept, the Assigned Rights, subject to the terms and conditions of this deed.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply in this deed.

Assigned Rights means the Intellectual Property Rights described in Schedule 1 and includes all related Intellectual Property Rights including:

- a. the right to apply for and the right to be granted patents or other similar forms of protection in respect of the inventions described in Schedule 1 in any country;

- b. the right to claim priority under any international convention or agreement including the Paris Convention (as amended) from any patent application or applications referred to in paragraph (a) above;
- c. all rights conferred by any such patent(s) or similar forms of protection when granted;
- d. any future patent(s) and patent application(s) that are based on or derive priority from or have equivalent claims to any of the patents listed in Schedule 1 in any country in the world (including divisionals, continuations, continuations in part, supplementary protection certificates, reissues, extensions, innovation patents and petty patents).

Confidential Information means any and all information of the University or UniServices and/or any third party(s), whether scientific, technical, trade, business or information of any kind, which is treated by UniServices as confidential, whether or not that information is labelled or stated to be confidential, subject to the proviso below. Without limitation, this information includes techniques, formulations, equipment, tests, data, text, reports, compilations, tables, drawings, sketches, know-how, sources of supply, patent position, relationships with consultants and employees, business plans and business developments, information concerning the scope or activities of research, development, manufacturing, marketing or other projects, samples and materials; whether existing at the date of this deed or subsequently developed, and specifically including the Results.

Providing that "Confidential Information" does not include information:

- a. already in the public domain prior to the date of disclosure to the Assignor by or on behalf of UniServices; or
- b. demonstrated, from written records, to have been in the Assignor's possession from another source, not under obligation of secrecy to UniServices, prior to disclosure by UniServices; or
- c. that subsequently becomes part of the public domain through no fault of the Assignor.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Results means the results of the Assignor's work, study and/or research relating to, or giving rise to, the Assigned Rights.

- 1.2. The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.
- 1.3. Any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. ASSIGNMENT

In consideration of the sum of one dollar (\$1) and for other good and valuable consideration (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns to UniServices absolutely with full title guarantee all its property, right, title and interest in and to:

- a. the Assigned Rights; and
- b. the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this deed.

3. WARRANTIES

The Assignor warrants that to the best of his/her knowledge he/she is entitled to assign all rights referred to in clause 2 to UniServices, and that no third party has any proprietary or similar rights in respect of the Assigned Rights, other than as has been previously disclosed to UniServices by the Assignor. In particular, the Assignor warrants that he/she has no and will not receive any funding in respect of his/her research relating to the Assigned Rights which could compromise his/her ability to comply with the provisions of this deed.

4. UNDERTAKING

To the extent permitted by law, the Assignor irrevocably and unconditionally waives all moral rights relating to the Assigned Rights everywhere in the world to the fullest extent permitted by law, and agrees not to assert any such rights against UniServices or any other person.

5. CONFIDENTIALITY AND PUBLICATION

- 5.1 Except in accordance with a direction by, or prior written approval from, UniServices the Assignor will not at any time either directly or indirectly use, publish or disclose to any person, and will use his/her best endeavours to prevent the use, publication or disclosure of, any Confidential Information and, where appropriate, will take all reasonable steps to prevent access by third parties to such Confidential Information.
- 5.2 If the Assignor is reasonably of the view that disclosure of any Confidential Information to a third party is necessary, he/she must seek the prior written approval

of UniServices by submitting a written proposal to UniServices stating to whom he/she considers such disclosure to be necessary and why.

- 5.3 When the Assignor is a student and completes a thesis, the Assignor shall inform UniServices and make a copy available to UniServices, on request. If the thesis is deemed by UniServices to contain commercially sensitive information it shall coordinate with the University to not release the thesis to any examiner until the examiner has signed a confidentiality agreement with UniServices or the University. If the thesis includes potentially protectable Intellectual Property Rights, UniServices may request the Assignor and the University that such Intellectual Property Rights in the thesis be sequestered in a confidential annex to the thesis, or that any disclosure of the entire thesis be subject to an embargo, including for the purpose of applying for patent protection. Any such embargo shall be for no longer than the maximum period of time allowed under the University's regulations. For the avoidance of doubt, it is agreed that the maximum embargo period allowed is currently a period of one year, which may be renewed for a further period of one year (Reference: University of Auckland Calendar 2002, Page 36, Paragraph 23 (d)).
- 5.4 UniServices acknowledges that the right to publish the Results in scientific articles is the Assignor's. However, the Assignor agrees that a copy of any scientific article (including any poster, abstract, full paper or intended oral presentation) arising from the research must be supplied to UniServices for review at least one month prior to its submission or presentation, and it shall not be submitted for publication or disclosed without the prior written approval of UniServices. UniServices may require the removal of any commercially sensitive information and/or may require that the submission or presentation be deferred for a maximum of three months to allow for the filing of applications to protect any Intellectual Property Rights.
- 5.5 The Assignor will ensure that laboratory recording books, computer disks, or other media relating to the Results are kept confidential and that these documents or records are left with the University when the Assignor is no longer an Assignor or employee of the University.
- 5.6 The Assignor will not use any Confidential Information for any purpose other than to carry out research or as otherwise set out in this deed and, in particular, will not use any Confidential Information for his/her own benefit (whether financial or otherwise).
- 5.7 The restrictions contained in this clause 5 will continue to apply without limit in point of time, but will cease to apply to knowledge or information which becomes public through no fault of the Assignor.
- 5.8 UniServices acknowledges that it cannot, by virtue of this deed or otherwise, unreasonably or arbitrarily:
- a. restrict the Assignor's ability to submit her thesis to the University or any examiner, except in accordance with clause 5.3; or
 - b. withhold approval for the Assignor to publish the results of his or her research in scientific articles, except in accordance with clause 5.4 or applicable University policies.

6. MISCELLANEOUS PROVISIONS

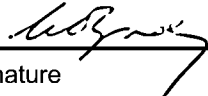
- 6.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under his deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 6.2 **Counterparts:**
- a. This deed may be executed in any number of counterparts (including facsimile and electronically scanned copies) all of which, when taken together, will constitute one and the same instrument.
 - b. A party may enter into this deed by executing any counterpart. The parties acknowledge that this deed may be executed on the basis of an exchange of facsimile or electronically scanned copies and confirm that their respective execution of this deed by such means will be a valid and sufficient execution.
- 6.3 **Governing Law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have a non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.
- 6.4 **Independent Advice:** The Assignor acknowledges that UniServices or the Assignor's university supervisor has advised him/her to obtain independent legal advice in respect of any aspect of this deed about which they have any uncertainty, and that the Assignor has had sufficient time and opportunity to obtain such advice.
- 6.5 **Entire Agreement:** This deed constitutes the entire agreement between the parties. Any prior arrangements, agreements, representations or undertakings are hereby superseded.
- 6.6 **Variation:** This deed may be amended at any time by agreement in writing between the parties.
- 6.7 **Good Faith:** UniServices agrees at all times to act in good faith in its dealings with the Assignor pursuant to this deed, and to endeavour to support and further the Assignor's career.
- 6.8 **Further Assurances:** If requested by UniServices, the Assignor will, at UniService's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effective to the assignment in this deed and to enable UniServices to prosecute, maintain, renew, enforce and defend the Assigned Rights.

This document has been executed as a deed and is delivered and takes effect on the date it is last signed.

Executed as a deed, but not delivered until the first date specified on page 1, by

Gregory O'Grady

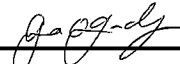
in the presence of a witness:



Signature
Gregory O'Grady

Name
1 September 2020

Date



Witness Signature
Gina O'Grady


Witness Name
4 Glenalmond Rd, Mt Eden, Auckland 1024, New Zealand

Witness address
1 September 2020

Date

Armen Gharibans


in the presence of a witness:



Signature
Armen Gharibans

Name
1 September 2020

Date



Witness Signature
Sarah Gharibans


Witness Name
Auckland, New Zealand

Witness City of Residence
1 September 2020

Date

Peng Du


in the presence of a witness:



Signature
Peng Du

Name
1 September 2020

Date



Witness Signature
Megan Wei

Witness Name
Auckland

Witness City of Residence
01/09/2020

Date

Jonathan Christopher Erickson

in the presence of a witness:



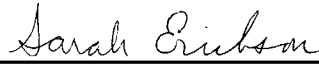
Signature

Jonathan Christopher Erickson

Name

01 Sep 2020

Date



Witness Signature

Sarah Erickson

Witness Name

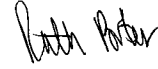
Lexington, VA USA

Witness City of Residence

01 Sep 2020

Date

Executed as a deed, but not delivered
until the first date specified on page 1, by
AUCKLAND UNISERVICES LIMITED



Authorised Signatory of Auckland UniServices
Limited Andy Shenk

Witness Signature

Ruth Porter

Name CEO

Witness Name

Auckland

Position 3.9.20

Witness City of Residence
3.9.20

Date

Date

SCHEDULE 1

Details of Patents:

Country or territory	Application or publication number	Date of filing or registration	Title / Description
NZ	756240	12/08/2019	SACRAL NERVE STIMULATION
US	16/991,166	12/08/2020	SACRAL NERVE STIMULATION