

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI397933

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	The Australian National University	05/24/2023
RECEIVING PARTY DATA		
Company Name:	Konan Medical USA Inc.	
Street Address:	15770 Laguna Canyon Rd. Ste. 150	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92618	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	PCT Number:	AU2023050169
	Application Number:	18588429
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:	5187553658	
Email:	national@labattlaw.com	
Correspondent Name:	John LaBatt	
Address Line 1:	PO Box 630	
Address Line 4:	Valatie, NEW YORK 12184	
ATTORNEY DOCKET NUMBER:	KONA-P018	
NAME OF SUBMITTER:	Mr. John LaBatt	
SIGNATURE:	Mr. John LaBatt	
DATE SIGNED:	08/29/2024	
Total Attachments: 6		
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source=AssignmentForFiling#page2.tiff		
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source=AssignmentForFiling#page5.tiff		



Australian
National
University

DEED OF CONFIRMATORY ASSIGNMENT AND VARIATION

THIS DEED is made on the 16th day of May 2023

Between: The Australian National University ABN 52 234 063 906, Canberra, ACT 2601, Australia, established under the *Australian National University Act 1991* (**Assignor**)

AND: Konan Medical USA Inc of 15770 Laguna Canyon Rd STE 150 Irvine California 92618 (**Assignee**)

BACKGROUND

- A. The Assignor is the applicant of the Australian provisional patent application 2022900601 (**Patent Application**) for the invention described or claimed in the Patent Application (**Invention**).
- B. The Assignor and Assignee are part to the Purchase Agreement dated 30 September 2018 (**Purchase Agreement**), which assigns **ANU Assigned IP** (as that term is defined in the Purchase Agreement) from the Assignor to the Assignee.
- C. Pursuant to a Research Collaboration Agreement dated on or about 8 July 2020 (**Research Collaboration Agreement**), the parties agreed that **Device Related IP** (as that term is defined in the Research Collaboration Agreement, as amended by this Deed) would be deemed to be ANU Assigned IP and owned by the Assignee on the terms of the Purchase Agreement.
- D. The parties, by way of this agreement, confirm that the Invention and related rights, as well as other non-patented IP described in Attachment 1 are Device Related IP and therefore are to be owned by the Assignee as ANU Assigned IP pursuant to the terms of the Purchase Agreement.
- E. The parties wish to:
 - a) vary the Research Collaboration Agreement to record their agreement on the intellectual property rights that are Device Related IP;
 - b) vary the Purchase Agreement to record their agreement on the Device Related IP that is ANU Assigned IP; and
 - c) acknowledge the assignment by the Assignor to the Assignee of the Invention, the Patent Application and related rights and other Device Related IP identified in Attachment 1.

NOW THIS DEED WITNESSES as follows:

1. EFFECT OF DEED

Each party acknowledges that this Deed is effective on and from the abovementioned date.

A handwritten signature in black ink, appearing to be 'TOS'.

2. ACKNOWLEDGEMENT

The parties acknowledge and agree that, pursuant to the Research Collaboration Agreement and Purchase Agreement, the Assignee is entitled absolutely to all right, title and interest in and to:

- a) the Invention and the Patent Application; and
- b) other Device Related IP identified in Attachment 1.

3. ASSIGNMENT

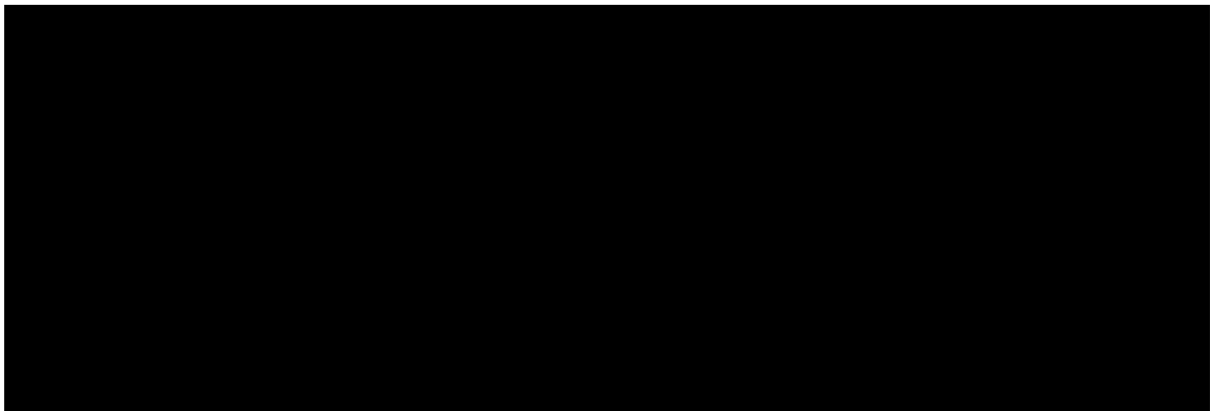
To the extent that, as at the date of this Deed, the Assignor holds any right, title or interest in and to the Invention or the Patent Applications or other Device Related IP identified in Attachment 1, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to:

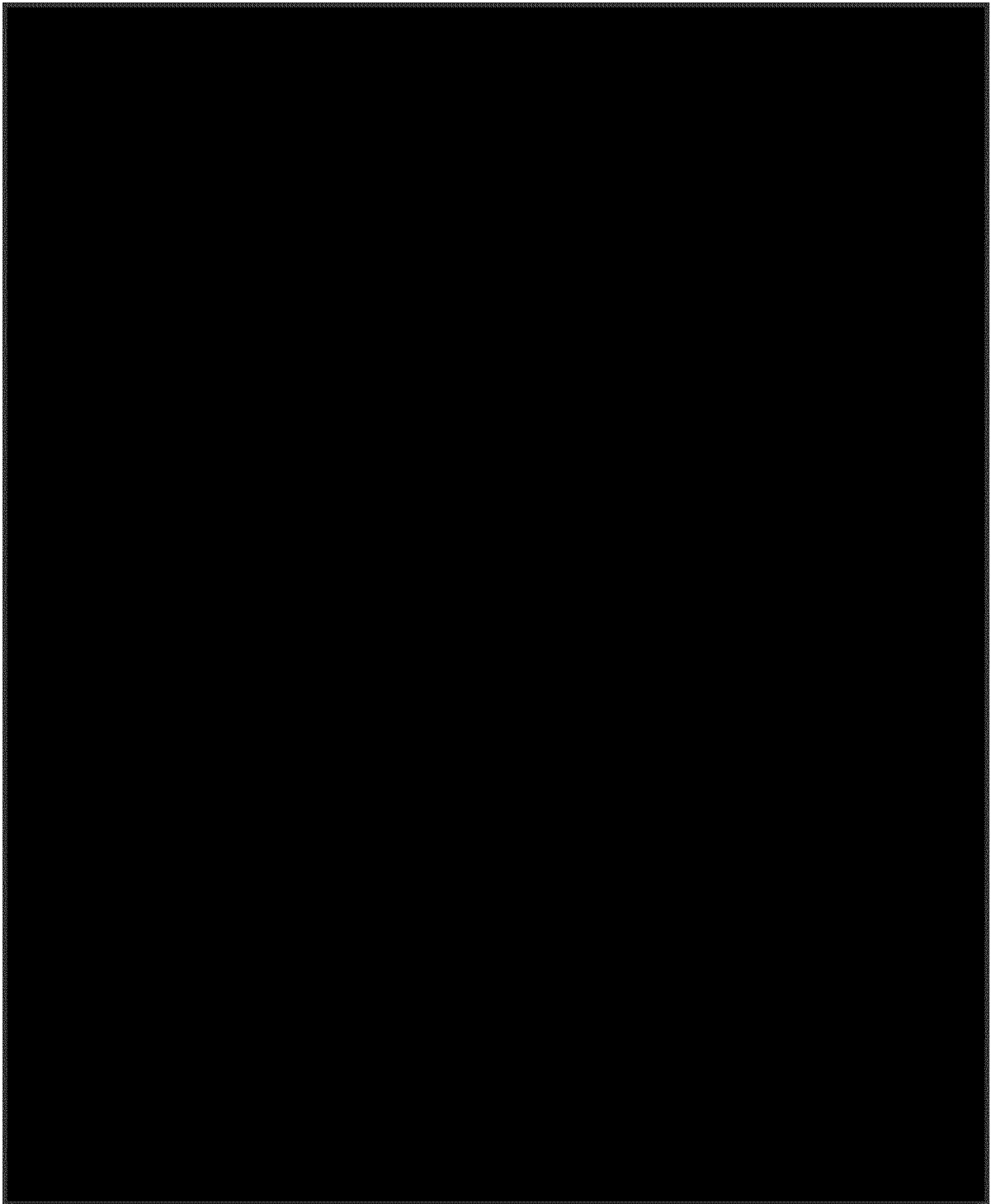
- (a) the Invention, including, without limitation, the right to apply for patents or similar legal protection in respect of the Inventions in any country or region of the world (whether as a refiling of the Patent Application, a divisional application, a continuation or a continuation in part or an application made under the Patent Cooperation Treaty, including any national or regional phase entry deriving from such applications), including all rights of priority to the Patent Application, and to make such applications including in the name of the Assignor, so that any patents or similar legal protection granted on any or all such applications shall be in the name of, and any such patents or similar protection shall vest in, the Assignee;
- (b) the Patent Application, at least so that the grant of any patents or similar protection on the Patent Application shall be in the name of and vest in the Assignee;
- (c) all powers, privileges and immunities arising or accrued in respect of the Inventions, the Patent Application including, without limitation, the right to sue for and obtain damages, profits, compensation and other relief (and retain any financial awards made) in respect of any infringement of such patents or similar legal protection granted or in respect of any interference with any rights assigned pursuant to this Deed, whether occurring before or after the date of this Deed; and
- (d) other Device Related IP identified in Attachment 1.

(together, the Assigned Rights).

4. VARIATION

4.1 Variation to Research Collaboration Agreement





4.2 Variation to Purchase Agreement, Schedule 1



5. GENERAL

5.1 Further Assurances

Each of the parties undertakes to execute all further documents and render all assistance reasonably required for the purpose of giving full effect to this Deed, including, but not limited to, confirming or recording the title of the Assignee in the Invention, the Patent Application and any patents or other similar legal protection granted in respect of the Inventions and for securing for the Assignee the full benefit of the Assigned Rights.

5.2 Variations

No variation of this Deed will be of any force or effect unless it is in writing and signed by each party to this Deed.

5.3 Governing Law

This Deed shall be governed by and construed according to the laws of the Australian Capital Territory, Australia.

5.4 Counterpart

The Deed may be executed in counterparts by each party to this Deed, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. Each party shall be bound by this Deed immediately upon executing it.

EXECUTED AS A DEED

For and on behalf of **The Australian
National University ABN 52 234 063
906** by an authorised officer in the
presence of:



(Signature of witness)

Shelley McLoughlin

(Printed name of witness)



(Signature of authorised officer)

Keats Nelms

(Printed name of authorised officer)

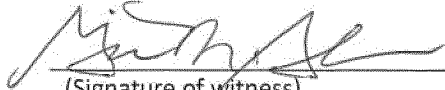
24/05/2023


Date



EXECUTED AS A DEED

For and on behalf of **Konan Medical
USA Inc** by an authorised officer in the
presence of:


(Signature of witness)


(Signature of authorised officer)


(Printed name of authorised officer)


(Printed name of witness)


Date

Attachment A



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