

DECEMBER 2018

DEED OF ASSIGNMENT

STEPHEN MYERS

AND

CHRISTOPHER OLIVER

AND

PHARMALINK INTERNATIONAL LIMITED

Davies Collison Cave Pty Ltd
Intellectual Property
1 Nicholson St, Melbourne, VIC, 3000
Tel: +61 3 9254 2777 Fax: +61 3 9254 2770
Ref: 35274089/PDB/RBR
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**DAVIES
COLLISON
CAVE**

INTELLECTUAL PROPERTY

davies.com.au

DEED OF ASSIGNMENT

THIS DEED is made on the 18 December 2018.

BETWEEN:

Stephen Myers of 9 Bundjalung Street, Evans Head, New South Wales 2473, Australia
(**Inventor 1**)

AND

Christopher Oliver of 30 Rudwick Road, Tregeagle, New South Wales 2480, Australia
(**Inventor 2**)

(Inventor 1 and Inventor 2 are, together, referred to as **the Assignors**)

AND

Pharmalink International Limited of C/- Third Floor, 31 C-D Wyndham Street,
Central, Hong Kong (**Assignee**)

RECITALS

- A. The Assignors have contributed to one or more inventions (**Inventions**) described or claimed (or both) in Australian Provisional Patent Application No. 2017905181 entitled Lipid Combinations filed in the name of the Assignee (**Application**).
- B. Pursuant to a Research Agreement dated 27 April 2017 (**Agreement**), the parties agreed that the Assignee would be entitled to all right, title and interest in and to the Inventions and related rights.
- C. The parties wish to acknowledge the Assignee's entitlement to the Inventions and related rights.

NOW THIS DEED WITNESSES as follows:

1. EFFECT OF DEED

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

2. ACKNOWLEDGEMENT

The parties acknowledge and agree that, pursuant to the Agreement, the Assignee is entitled to all right, title and interest in and to the Inventions absolutely.

3. ASSIGNMENT

To the extent that, as at the date of this Deed, any Assignor holds any right, title or interest in and to the Inventions, those Assignors hereby each assign to the Assignee absolutely all their right, title and interest in and to:

- (a) the Inventions, 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 any or all of the Application(s), 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 Application(s), and to make such applications including in the name of the Assignors, 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; and

- (b) all powers, privileges and immunities arising or accrued in respect of the Inventions and the Application(s) 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,

(together, the **Assigned Rights**).

4. GENERAL

4.1 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 Inventions 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.

4.2 Power of Attorney

Each Assignor hereby irrevocably appoints the Assignee as his or her respective attorney to do all things that the Assignee considers reasonably necessary for the purpose of assigning or perfecting the Assigned Rights including, without limitation, to make, execute and deliver any forms, filings, requests, instructions, certificates, letters and other documents necessary for recording the Assignee as the owner of the Assigned Rights.

4.3 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.

4.4 Governing Law

This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia.

DEED OF CONFIRMATION AND ASSIGNMENT

THIS DEED is made on 20 December 2018

BETWEEN:

CHARLES HODGSON of 445 Trafalgar Street, Nelson 7010, New Zealand (**Inventor**)

AND

RICHMOND MANAGEMENT SERVICES LIMITED (Company No. 5549435) of 379 Appleby Highway, Richmond, Nelson, New Zealand (**RMSL**)

AND

PHARMALINK EXTRACTS LIMITED (Company No. 4639259) of 379 Appleby Highway, Richmond, Nelson, New Zealand (**PEL**)

AND

PHARMALINK INTERNATIONAL LIMITED (Company No. CR-90239) of Third Floor, 31 C-d Wyndham Street, Central, Hong Kong (**PIL**)

RECITALS

- A. The Inventor has contributed to one or more inventions (**Inventions**) described or claimed (or both) in a patent application entitled "lipid combinations", a draft of which is annexed to this Deed, to be filed in substantially the same form as annexed to this Deed as a PCT application on or about the date of this Deed (**Application**). The Application will claim priority from Australian Provisional Patent Application No. 2017905181 filed in the name of PIL (**Priority Application**).
- B. The Inventor is an employee of RMSL and contributed to the Inventions during the course of his employment with RMSL. RMSL is entitled to all right, title and interest in and to the Inventor's contribution to the Inventions and related rights.
- C. RMSL is a wholly-owned subsidiary of PEL. PEL is a wholly-owned subsidiary of PIL.
- D. The Inventor wishes to acknowledge RMSL's entitlement to the Inventions and related rights and RMSL has agreed to assign all such rights to PIL, on the terms and conditions set out in this Deed.

NOW THIS DEED WITNESSES as follows:

4.5 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

SIGNED, SEALED and DELIVERED by)
STEPHEN MYERS in the presence of:)

Signature of Stephen Myers

Signature of Witness

Name of Witness

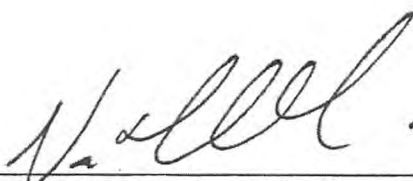
SIGNED, SEALED and DELIVERED by)
CHRISTOPHER OLIVER in the presence) of:)

Signature of Christopher Oliver

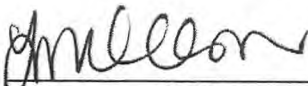
Signature of Witness

Name of Witness

EXECUTED as a Deed for and on behalf of)
PHARMALINK INTERNATIONAL LIMITED by)
its duly authorised officer in the presence) of:)

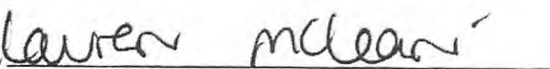


Signature of Authorised Officer



Signature of Witness

Nathan McLean Director
Name and Title of Authorised Officer



Name of Witness

4.5 Counterpart

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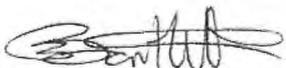
Signature of Stephen Myers

Signature of Witness

Name of Witness

SIGNED, SEALED and DELIVERED by)
CHRISTOPHER OLIVER in the presence) of:)

Signature of Christopher Oliver



Signature of Witness

Elizabeth Bartlett

Name of Witness

EXECUTED as a Deed for and on behalf of)
PHARMALINK INTERNATIONAL LIMITED by)
its duly authorised officer in the presence) of:)

Signature of Authorised Officer

Signature of Witness

Name and Title of Authorised Officer

Name of Witness

4.5 Counterpart

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STEPHEN MYERS in the presence of:)



Signature of Stephen Myers

Signature of Witness

DAVID NELSON THOMPSON
Name of Witness

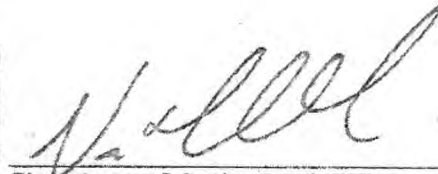
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CHRISTOPHER OLIVER in the presence of:)

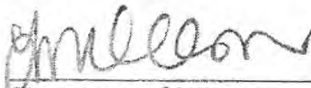
Signature of Christopher Oliver

Signature of Witness

Name of Witness

EXECUTED as a Deed for and on behalf of)
PHARMALINK INTERNATIONAL LIMITED by)
its duly authorised officer in the presence of:)



Signature of Authorised Officer

Signature of Witness

Nathan McLean Director
Name and Title of Authorised Officer

Lauren McLean
Name of Witness

DECEMBER 2018

DEED OF CONFIRMATION AND ASSIGNMENT

CHARLES HODGSON

AND

RICHMOND MANAGEMENT SERVICES LIMITED

AND

PHARMALINK EXTRACTS LIMITED

AND

PHARMALINK INTERNATIONAL LIMITED

Davies Collison Cave
Intellectual Property
1 Nicholson St, Melbourne, VIC, 3000
Tel: +61 3 9254 2888 Fax: +61 3 9254 2880
Ref: 35520232
© Davies Collison Cave 2018



INTELLECTUAL PROPERTY

davies.com.au

DEED OF CONFIRMATION AND ASSIGNMENT

THIS DEED is made on 20 December 2018

BETWEEN:

CHARLES HODGSON of 445 Trafalgar Street, Nelson 7010, New Zealand (**Inventor**)

AND

RICHMOND MANAGEMENT SERVICES LIMITED (Company No. 5549435) of 379 Appleby Highway, Richmond, Nelson, New Zealand (**RMSL**)

AND

PHARMALINK EXTRACTS LIMITED (Company No. 4639259) of 379 Appleby Highway, Richmond, Nelson, New Zealand (**PEL**)

AND

PHARMALINK INTERNATIONAL LIMITED (Company No. CR-90239) of Third Floor, 31 C-d Wyndham Street, Central, Hong Kong (**PIL**)

RECITALS

- A. The Inventor has contributed to one or more inventions (**Inventions**) described or claimed (or both) in a patent application entitled "lipid combinations", a draft of which is annexed to this Deed, to be filed in substantially the same form as annexed to this Deed as a PCT application on or about the date of this Deed (**Application**). The Application will claim priority from Australian Provisional Patent Application No. 2017905181 filed in the name of PIL (**Priority Application**).
- B. The Inventor is an employee of RMSL and contributed to the Inventions during the course of his employment with RMSL. RMSL is entitled to all right, title and interest in and to the Inventor's contribution to the Inventions and related rights.
- C. RMSL is a wholly-owned subsidiary of PEL. PEL is a wholly-owned subsidiary of PIL.
- D. The Inventor wishes to acknowledge RMSL's entitlement to the Inventions and related rights and RMSL has agreed to assign all such rights to PIL, on the terms and conditions set out in this Deed.

NOW THIS DEED WITNESSES as follows:

CEBH

1. EFFECT OF DEED

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

2. INVENTOR ACKNOWLEDGEMENT AND ASSIGNMENT

2.1 Acknowledgement

The Inventor hereby acknowledges that:

- (a) he was involved in the making of the Inventions;
- (b) all work carried out by him in relation to the Inventions was performed by him while he or she was an employee of RMSL;
- (c) all of his involvement in the making of the Inventions was in the ordinary course of his employment with RMSL; that is, all such involvement was in the performance of the position which he was employed by RMSL to perform; and
- (d) RMSL is entitled to all right, title and interest in the Inventions absolutely.

2.2 Assignment

To the extent that, as at the date of this Deed, the Inventor holds any right, title or interest in or to any of the Inventions or any invention described or claimed (or both) in the Priority Application, at RMSL's direction, he hereby assigns to PIL absolutely all his right, title and interest in and to:

- (a) all such inventions, including, without limitation, the right to apply for patents or similar legal protection in respect of such inventions in any country or region of the world (whether as a refile of any or all of the Application(s), 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 Application and the Priority Application, and to make such applications including in the name of PIL, 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, PIL; and
- (b) all powers, privileges and immunities arising or accrued in respect of such inventions, the Application and the Priority 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,

(together, the **Assigned Rights**).

3. ASSIGNMENT TO PIL

3.1 RMSL assignment

RMSL hereby assigns all its right, title and interest in and to the Assigned Rights to PIL absolutely.

3.2 PEL assignment

To the extent that, as at the date of this Deed, PEL has any right, title or interest in or to any of the Assigned Rights, it hereby assigns all such right, title and interest to PIL absolutely.

4. GENERAL

4.1 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 PIL's title in the Inventions and any patents or other similar legal protection granted in respect of the Inventions and for securing for PIL the full benefit of the Assigned Rights.

4.2 Power of Attorney

The Inventor hereby irrevocably appoints PIL as his attorney to do all things that PIL considers reasonably necessary for the purpose of assigning or perfecting the Assigned Rights including, without limitation, to make, execute and deliver any forms, filings, requests, instructions, certificates, letters and other documents necessary for recording PIL as the owner of the Assigned Rights.

4.3 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.

4.4 Governing Law

This Deed shall be governed by and construed according to the laws of the State of Victoria, Australia.

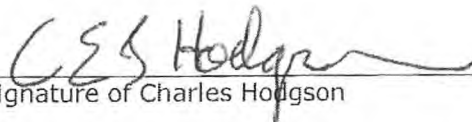
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EXECUTED AS A DEED

CEOH

SIGNED, SEALED and DELIVERED by)
CHARLES HODGSON in the presence of:)



Signature of Charles Hodgson



Signature of Witness



Name of Witness

EXECUTED as a Deed by **RICHMOND)**
MANAGEMENT SERVICES LIMITED)
(Company No. 5549435):)

Signature of Director

Signature of Director / Secretary

Name of Director

Name of Director / Secretary

EXECUTED as a Deed by **PHARMALINK)**
EXTRACTS LIMITED (Company No.)
4639259):)

Signature of Director

Signature of Director / Secretary

Name of Director

Name of Director / Secretary

EXECUTED as a Deed for and on behalf of)
PHARMALINK INTERNATIONAL)
LIMITED (Company No. CR-90239) by)
its duly authorised officer in the presence)
of:)

Signature of Authorised Officer

Signature of Witness

Name and Title of Authorised Officer

Name of Witness

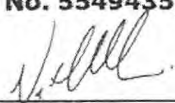
SIGNED, SEALED and DELIVERED by)
CHARLES HODGSON in the presence of:)

Signature of Charles Hodgson

Signature of Witness

Name of Witness

EXECUTED as a Deed by **RICHMOND)**
MANAGEMENT SERVICES LIMITED)
(Company No. 5549435):)



Signature of Director

Nathan McLean Director

Name of Director

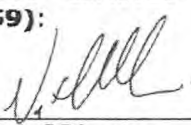


Signature of Director / Secretary

Charles Knight Director

Name of Director / Secretary

EXECUTED as a Deed by **PHARMALINK)**
EXTRACTS LIMITED (Company No.)
4639259):)



Signature of Director

Nathan McLean Director

Name of Director

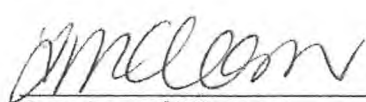


Signature of Director / Secretary

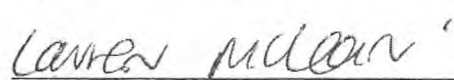
Charles Knight Director

Name of Director / Secretary

EXECUTED as a Deed for and on behalf of)
PHARMALINK INTERNATIONAL)
LIMITED (Company No. CR-90239) by)
its duly authorised officer in the presence)
of:)



Signature of Witness



Name of Witness



Signature of Authorised Officer

Nathan McLean Director

Name and Title of Authorised Officer