

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI157927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C3 OPERATIONS PTY LTD		12/23/2023	Corporation: AUSTRALIA
RECEIVING PARTY DATA			
Company Name:	AVITA MEDICAL AMERICAS, LLC		
Street Address:	28159 AVENUE STANFORD		
Internal Address:	SUITE 220		
City:	VALENCIA		
State/Country:	CALIFORNIA		
Postal Code:	91355		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76219207	RECELL	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Docketing Department		
Address Line 1:	2040 Main Street		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	AVTA.014GEN		
NAME OF SUBMITTER:	MS. DENA OLIVARES		
SIGNATURE:	MS. DENA OLIVARES		
DATE SIGNED:	04/11/2024		
Total Attachments: 17			
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DEED OF ASSIGNMENT

C3 OPERATIONS PTY LTD

AND

AVITA MEDICAL AMERICAS, LLC



KPMG Law

International Towers Sydney 3

300 Barangaroo Avenue
Sydney NSW 2000

ABN 78 399 289 481 | DX1056 Sydney

Liability limited by a scheme approved under Professional Standards Legislation

TRADEMARK
REEL: 008397 FRAME: 0193

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Details

Date

Parties

- (1) C3 Operations Pty Ltd ACN 090 161 505 of Level 7, 330 Collins Street, Melbourne Victoria 3000 (**Assignor**).
- (2) AVITA Medical Americas, LLC (File Number: 3907281) of 28159 Avenue Stanford, Suite 200, Valencia CA 91355 United States of America (**Assignee**).

Background

- (A) The Assignor and the Assignee are wholly-owned subsidiaries of AVITA Medical, Inc.. AVITA Medical, Inc. is undertaking an internal reorganisation which includes the transfer of certain intellectual property rights from the Assignor to the Assignee (**Restructure**).
- (B) The Assignor has agreed to assign its Assigned Intellectual Property, and the Assignee agrees to accept the Assignor's right, title, and interest, in the Assigned Intellectual Property, on the terms and conditions set out in this Deed.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Assigned Intellectual Property means all Intellectual Property Rights owned by the Assignor as at the Effective Date, and includes the Registered Trade Marks and Registered Patents.

Deed means this deed, its recitals, schedules, and annexures (if any).

Effective Date means the time and date at which this deed is executed, which is taken to occur before any transfer of the membership interests in the Assignee to AVITA Medical Pty Limited as part of the Restructure.

Intellectual Property Rights means all intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing whether currently existing or created after the Effective Date, including:

- (a) patents, inventions, designs, copyright (including future copyright), trade marks, brand names, product names, domain names, rights in circuit layouts, plant breeder's rights, know-how (including any technical information, procedures and techniques), trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (a) any application or right to apply for registration of any of these rights;
- (b) any registration of any of those rights or any registration of any application referred to in paragraph (a); and
- (c) all renewals, divisions, and extensions of these rights.

Registered Patents means the patents specified in Part B of Schedule 1.

Registered Trade Marks means the trade marks specified in Part A of Schedule 1.

1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Melbourne, Australia time;
- (g) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, undertaking, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them severally;
- (l) any agreement, undertaking, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Assigned Intellectual Property

2.1 Assignment of Intellectual Property Rights

- (a) The Assignor hereby assigns to the Assignee and the Assignee hereby accepts from the Assignor any and all current legal and beneficial rights, title, and interest in its Assigned Intellectual Property, free from any encumbrance, security or third party interest with effect on and from the Effective Date.

- (b) The assignments in clause 2.1(a) include all claims, demands and causes of action in relation to the Assigned Intellectual Property accrued as at the Effective Date and which may in the future accrue including all rights to costs, damages, profits and all other relief.

2.2 Co-operation

The Assignor must reasonably cooperate and provide any reasonable information and assistance requested by the Assignee in relation to the assignment of its Assigned Intellectual Property, including:

- (a) to execute all documents, forms, and authorisations, and depose to or swear any declarations, oaths, or affidavits, as may be required to give effect to the assignment of its Assigned Intellectual Property to the Assignee (including executing transfer documentation to protect its Assigned Intellectual Property or executing the documentation required to update any registrations); and
- (b) to enable the Assignee or its nominee to enjoy:
 - (i) the full benefit of the property and rights assigned in this Deed; and
 - (ii) the exclusive benefit of any extension or further grant of patents vested in the Assignee by virtue of this Deed.

2.3 Moral rights

The Assignor hereby waives all moral or similar rights arising from any of the Assigned Intellectual Property insofar as the Assignor may lawfully do so in favour of the Assignee and, for the avoidance of doubt, this waiver shall extend to the licensees and successors in title to the copyright in the Assigned Intellectual Property.

2.4 Irrevocable and binding assignment

The Assignor acknowledges that this Deed is irrevocable and binding on its successors and assigns. The Assignor has no right to:

- (a) rescind any of the rights or waivers granted in this Deed;
- (b) enjoin, restrain, or otherwise hinder the Assignee's exercise of any of the rights granted in this Deed; or
- (c) enjoin, restrain, or otherwise hinder, by court order or otherwise, the use, sale, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation, or other exploitation of its Assigned Intellectual Property.

3. Representations and warranties

Each party represents and warrants to the other that to the best of its knowledge as of the Effective Date:

- (a) it has the full right, power, and authority, to enter into and perform this Deed; and
- (b) this Deed has been duly authorised, executed, and delivered, and constitutes the valid and binding obligations of such party enforceable in accordance with its terms.

4. General

4.1 Appointment as attorney

- (a) The Assignor appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Deed.
- (b) This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this Deed and the proprietary interest of the Assignee in the Assigned Intellectual Property and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- (c) The Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
 - (i) take any action that this Deed requires the Assignor to take;
 - (ii) exercise any rights which this Deed gives to the Assignor; and
 - (iii) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by the power of attorney in clause 4.1(a) as the Assignee thinks fit and revoke such appointment.

4.2 Governing law and jurisdiction

- (a) This Deed is governed by the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia, and each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

4.3 Survival of obligations

This clause 4.3 and clause 2.2 and any other clauses which by their nature survive termination or expiry of this Deed, survive termination or expiration of this Deed.

4.4 Severability

Each provision of this Deed is individually severable. If any provision of this Deed is or becomes illegal, unenforceable, or invalid in any jurisdiction, it is to be treated as being severed from this Deed in the relevant jurisdiction, but the rest of this Deed will not be affected. The legality, validity, and enforceability of the provision in any other jurisdiction will not be affected.

4.5 Variation

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.

4.6 Waiver

A waiver of any right, power or remedy under this Deed must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed does not amount to a waiver.

4.7 Further acts

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it and use all reasonable endeavours to procure relevant third parties to do the same.

4.8 Counterparts and electronic signing

- (a) If this Deed consists of several signed counterparts, each is an original and all of the counterparts together constitute the same document.
- (b) This Deed may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this Deed as if physical signing had occurred.

4.9 When Deed takes effect

This Deed takes effect:

- (a) if counterparts of the Deed are not used, when all parties have signed the Deed; or
- (b) if counterparts of the Deed are signed, upon exchange.

4.10 Entire agreement

- (a) This Deed embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, with respect to the subject matter of this Deed.
- (b) Each party acknowledges that, except as expressly stated in this Deed, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of this Deed.

Signing page

EXECUTED as a Deed.

Executed by C3 Operations Pty Ltd
ACN 090 161 50
in accordance with section 127 of
the Corporations Act 2001 (Cth):

Date Signature
Applied:
23 Dec 2023

Initials:

Louis Panaccio

Signature of Director

Louis Panaccio

Full name of Director

Date Signature
Applied:
23 Dec 2023

Initials:

Suzanne Crowe

Signature of Director / Secretary

Professor Suzanne Crowe

Full name of Director / Secretary

Executed and delivered by AVITA
MEDICAL AMERICAS, LLC by being
signed by its duly authorised officer in
the presence of:

Initials:

Leanna Dickstein

Signature of witness

Leanna Dickstein

Name of witness (please print)

SEAL

James Corbett

Signature of authorised officer

James Corbett

Name (please print)

Date Signature
Applied:
30 Dec 2023

Initials:

JC

SCHEDULE 1: REGISTERED TRADE MARKS AND PATENTS

Part A: Trade Marks

Changed from:

EU ReCell
(stylized)

UK ReCell
(stylized)

UK0092113504

to text shown.

LP:
Date: 2-20-24

SC:
Date: 2-20-24

JC:
Date: 2-20-24

Trademark	Class	Country	Application #	Registration #
C3 stylized	044	Argentina	2575730	2102999
C3 stylized	010	Argentina	2575729	2103002
ReCell (stylized)	003, 005	Australia	849110	849110
ReCell (stylized)	041, 042	Australia	871246	871246
ReCell	003, 005, 041, 042	European Union	2113504	2113504
C3 stylized	005	Hong Kong	300228726	300228726
ReCell (stylized) and RECELL (series mark)	005	Hong Kong	300228717	300228717
C3 stylized	005	Malaysia	04007783	04007783
C3 stylized	044	Mexico	706369 (706369T)	888622
C3 stylized	010	Mexico	706368 (706368T)	891092
ReCell	003, 005, 041, 042	United Kingdom	2113504	UK00902113504
ReCell (stylized)	005	United States of America	76219207	2671209

Part B: Patents

N/A

CONFIRMATORY DEED

C3 OPERATIONS PTY LTD

AND

AVITA MEDICAL AMERICAS, LLC



KPMG Law

International Towers Sydney 3

300 Barangaroo Avenue
Sydney NSW 2000

ABN 78 399 289 481 | DX1056 Sydney

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Details

Date

Parties

- (1) C3 Operations Pty Ltd ACN 090 161 505 of Level 7, 330 Collins Street, Melbourne Victoria 3000 (**Assignor**).
- (2) AVITA Medical Americas, LLC (File Number: 3907281) of 28159 Avenue Stanford, Suite 200, Valencia CA 91355 United States of America (**Assignee**).

Background

- (A) The Assignor and the Assignee are wholly-owned subsidiaries of AVITA Medical, Inc.. AVITA Medical, Inc. is undertaking an internal reorganisation which includes the transfer of certain intellectual property rights from the Assignor to the Assignee.
- (B) The Assignor and Assignee entered into a Deed of Assignment on or around 23 December 2023 under which the Assignor has assigned the Assigned Intellectual Property, and the Assignee has accepted the Assignor's right, title, and interest, in the Assigned Intellectual Property.
- (C) The purpose of this Deed is to confirm the Assignor's assignment of all Assigned Intellectual Property to the Assignee included all goodwill associated with the Assigned Intellectual Property.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Assigned Intellectual Property has the meaning given to it in the Deed of Assignment.

Deed means this deed, its recitals, schedules, and annexures (if any).

Deed of Assignment means the deed of assignment entered into by the parties on or around 23 December.

Effective Date means the effective date of the Deed of Assignment.

Intellectual Property Rights means all intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing whether currently existing or created after the Effective Date, including:

- (a) patents, inventions, designs, copyright (including future copyright), trade marks, brand names, product names, domain names, rights in circuit layouts, plant breeder's rights, know-how (including any technical information, procedures and techniques), trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (a) any application or right to apply for registration of any of these rights;
- (b) any registration of any of those rights or any registration of any application referred to in paragraph (a); and

- (c) all renewals, divisions, and extensions of these rights.

1.2 Interpretation

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Melbourne, Australia time;
- (g) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, undertaking, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them severally;
- (l) any agreement, undertaking, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Acknowledgement of assignment of goodwill

- (a) The parties acknowledge and agree that the assignment of the Assigned Intellectual Property to the Assignee pursuant to the Deed of Assignment included assignment of all goodwill associated with the Assigned Intellectual Property.
- (b) To the extent the Assignor retains any goodwill in the Assigned Intellectual Property, the Assignor hereby assigns and transfers to the Assignee and the Assignee accepts all goodwill associated with the Assigned Intellectual Property.

3. Representations and warranties

Each party represents and warrants to the other that to the best of its knowledge as of the Effective Date:

- (a) it has the full right, power, and authority, to enter into and perform this Deed; and
- (b) this Deed has been duly authorised, executed, and delivered, and constitutes the valid and binding obligations of such party enforceable in accordance with its terms.

4. General

4.1 Governing law and jurisdiction

- (a) This Deed is governed by the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia, and each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

4.2 Severability

Each provision of this Deed is individually severable. If any provision of this Deed is or becomes illegal, unenforceable, or invalid in any jurisdiction, it is to be treated as being severed from this Deed in the relevant jurisdiction, but the rest of this Deed will not be affected. The legality, validity, and enforceability of the provision in any other jurisdiction will not be affected.

4.3 Variation

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 Waiver

A waiver of any right, power or remedy under this Deed must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Deed does not amount to a waiver.

4.5 Further acts

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it and use all reasonable endeavours to procure relevant third parties to do the same.

4.6 Counterparts and electronic signing

- (a) If this Deed consists of several signed counterparts, each is an original and all of the counterparts together constitute the same document.
- (b) This Deed may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this Deed as if physical signing had occurred.

4.7 When Deed takes effect

This Deed takes effect:

- (a) if counterparts of the Deed are not used, when all parties have signed the Deed; or
- (b) if counterparts of the Deed are signed, upon exchange.

4.8 Entire agreement

- (a) This Deed along with the Deed of Assignment embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, with respect to the subject matter of this Deed and the Deed of Assignment.
- (b) Each party acknowledges that, except as expressly stated in this Deed, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of this Deed.

Signing page

EXECUTED as a Deed.

Executed by C3 Operations Pty Ltd
ACN 090 161 50
in accordance with section 127 of
the Corporations Act 2001 (Cth):

Lou Panaccio

Signature of Director

Louis Panaccio

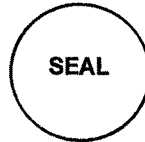
Full name of Director

Signature of Director / Secretary

Full name of Director / Secretary

Executed and delivered by AVITA
MEDICAL AMERICAS, LLC by being
signed by its duly authorised officer in
the presence of:

)
)
)
)



Leanna Dickstein

Signature of witness

James Corbett

Signature of authorised officer

Leanna Dickstein

Name of witness (please print)

James Corbett

Name (please print)