

12-22-2000



101559903

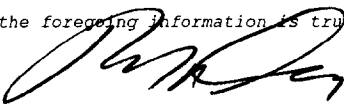
OUR DOCKET NO.: 13223

RECORDATION FORM COVER
PATENTS ONLY

MAD

12-11-02

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): The Governing Council of The University of Toronto</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>David J.F. Cooper</u></p> <p>Street Address: <u>201-127 St. Patrick St.</u></p> <p>City: <u>Toronto</u> state <u>Ontario</u> Zip: <u>M5T 3C1</u> CANADA</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>10/29/2000</u></p>	<p>Name: <u>Peter W.E. Smith</u></p> <p>Street Address: <u>77 Avenue Rd. Suite 306</u></p> <p>City: <u>Toronto</u> state: <u>Ontario</u> Zip: <u>M5R 3R8</u> CANADA</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____</p> <p>Title: <u>METHOD AND DEVICE FOR TIME DOMAIN DEMULTIPLEXING OF SERIAL FIBER BRAGG GRATING SENSOR ARRAYS</u></p> <p>A. Patent Application No.(s) <u>09/413,800</u> Filed: <u>10/07/99</u> B. Patent No.(s) _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Ralph A. Dowell</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Suite 309, 1215 Jefferson Davis Highway Arlington, VA 22202-3124 (703) 415-2555</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
<p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p><u>Ralph A. Dowell 26,868</u>  <u>12/11/2000</u></p> <p>Name of Person signing _____ Signature _____ Date _____</p> <p>Total number of pages including cover sheet, attachments and document: <u>4</u></p>	

Mail documents to be recorded with required cover sheet information to:
Commission of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/21/2000 6TON11 00000064 09413800

01 FC:581

40.00 OP



University of Toronto

OFFICE OF THE VICE-PRESIDENT — RESEARCH AND INTERNATIONAL RELATIONS

ASSIGNMENT OF RIGHTS FROM THE UNIVERSITY OF TORONTO

In consideration of the terms and mutual covenants hereinafter contained and other good and valuable consideration in the sum of Two Dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, **The Governing Council of the University of Toronto**, its successors and assigns (collectively the "Assignor"), and **Peter W.E. Smith and David Cooper**, their heirs, executors, administrators and assigns (collectively the "Assignee") covenant and agree as follows:

1. Definitions

As used in this Assignment, the following terms shall have the following meanings:

- (a) "Net Revenues" shall mean the royalty, licensing and other revenue directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention less legal and other fees that the Assignee incurs directly in the process of establishing and maintaining the legal protection of those rights.
- (b) "Equivalent Revenues" shall mean the fair market value of non-cash consideration directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention.
- (c) "Invention" shall mean the **"Method and device for time domain demultiplexing of serial fiber bragg grating sensor arrays"** described in Appendix A annexed hereto.
- (d) "Aggregate Revenue" shall mean the aggregate of Net Revenues plus Equivalent Revenues.

2. Assignment of Rights

The Assignor hereby assigns to the Assignee all right, title and interest, whatever the same may be (but without any representation or warranty as to the nature, extent or validity thereof) which the Assignor now has or may in the future have in the Invention including without limitation all copyrights, trade secrets and the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may issue from any such applications and the right to sell or license the Invention, subject to the rights granted to The ISIS Canada Network in the Network Agreement Phase II(b): 1999 to 2002.

3. Licence to Use

Notwithstanding the rights granted above, the Assignor shall retain a royalty-free, non-exclusive licence to use the Invention for research, educational and administrative purposes.

4. Consideration for Rights

In consideration of the rights granted the Assignee pursuant to this Assignment, the Assignee agrees to pay the Assignor **25%** of the Aggregate Revenue (the "Assignor's Share of Revenue").

5. Annual Report

The Assignee agrees to provide the Assignor with an annual report on or before the thirtieth day following the anniversary of the execution of this Assignment outlining the patent, license and ownership status of the Invention.

6. Payments

The Assignor's Share of Revenue shall be paid to the Assignor annually on or before the thirtieth day following the anniversary of the execution of this Assignment accompanied by a statement of the Net Revenues and Equivalent Revenues received by the Assignee during the previous twelve months and a computation of the Assignor's Share of Revenue. The Assignor's Share of Revenue, as and when received by the Assignee, shall be deemed to be held by the Assignee in trust for the Assignor until such time as it is paid in full to the Assignor.

7. Accounting Records

The Assignee agrees to maintain proper accounting records in respect of the Net Revenues and Equivalent Revenues received for the Invention. The Assignor and/or its representatives shall have the right once each year at the Assignor's expense to inspect and make copies of such books and accounting records (the "Records"). If following such inspection the Aggregate Revenue is found to have been understated by more than 5%, then the Assignee shall pay the costs of such inspection provided that such understatement had not been uncovered and corrected by the Assignee. In the event that the Assignee fails to maintain satisfactory Records according to generally accepted accounting principles, the Assignor shall have the right without the Assignee's consent to engage at the Assignee's expense a firm of chartered accountants (the "Accountants") for the purpose of maintaining the Records. In fulfilling their responsibilities, the Accountants may notify any interested person to direct to the Accountants any Net Revenues and Equivalent Revenues and the Accountants may deduct their fees in respect of their services from the share of the Aggregate Revenue payable to the Assignee.

8. Indemnity

The Assignee agrees to indemnify and save the Assignor harmless from and against any loss arising out of or pursuant to any claims or demands in connection with the Invention and all costs, damages and expenses (including reasonable legal fees) incurred by the Assignor in connection therewith.

9. Release

Save and except for the right to enforce the terms contained in this Assignment, the Assignor releases the Assignee from any and all claims that the Assignor may now have or may in future have in respect of the Invention.

10. Consent to Further Assignment

Notwithstanding anything in this Assignment, the Assignee shall not assign or license any or all of the Assignee's rights to the Invention, or amend any such agreements, without the prior written consent of the Assignor, such consent not to be unreasonably withheld.

11. Use of Name

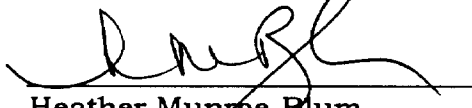
The Assignee shall not use the name of the Assignor or any part thereof nor any modification or abbreviation thereof or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof, without the prior express written consent of the Assignor.

12. Titles

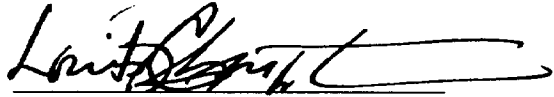
Paragraph titles in this Assignment are for purposes of convenience only and shall not be used in the interpretation of this Assignment.

Executed at Toronto, Ontario this *29th* day of *October*, 19*99*.

**The Governing Council of the
University of Toronto**

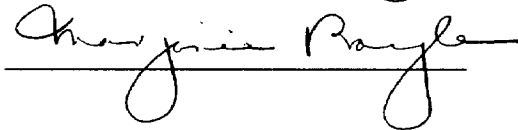
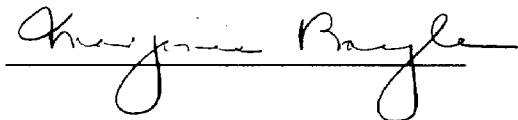


Heather Munroe-Blum
Vice-President
Research and International Relations

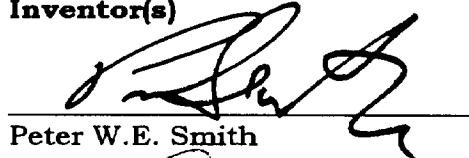


Louis R. Charpentier
Secretary

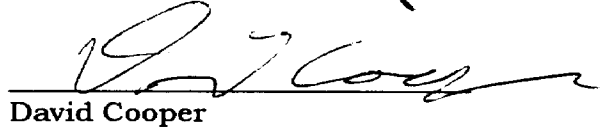
Witness



Inventor(s)



Peter W.E. Smith



David Cooper