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FINANCE SECTION

1. Total number of pages including cover sheet, attachments and document: 5

2. Name of Conveying Party(ies) and Execution Date(s) of Document(s) Check here if additional name(s) attached

Name(s): J. Thomas Buckley
Execution Date(s): September 17, 2001

1-6-03

3. Name and address of receiving party Check here if additional name(s) & address(es) are attached

Name University of Victoria Innovation and Development Corporation
Address P.O. Box 3075
R Hut, McKenzie Avenue
Victoria, British Columbia V8W 3W2
Canada

4. Nature of Conveyance

Assignment Merger Security Agreement Name Change Other:

5. Total number of applications and patents involved: two

6. Total Fee Enclosed (37 C.F.R. § 3.41): \$80.00

7. Check here if any deficiency/overpayment is authorized to be charged to deposit account 02-4550

8. Enter either the Execution date (of the Declaration and Power of Attorney), Application Number, or the Patent Number. Do not enter more than one number for the same patent.

A. This document is being filed with a new application. Execution date is: _____
B. Patent Application No.(s) or Patent No.(s): 60/314,613 and PCT/US02/27061
 Check here if additional numbers are attached

9. Correspondent's name, address, and telephone number

Sheree Lynn Rybak, Ph.D.
Klarquist Sparkman, LLP
One World Trade Center, Suite 1600
121 S.W. Salmon Street
Portland, Oregon 97204-2988
Telephone: 503-226-7391

10. Please return the attached postcard to confirm that these items have been received.

11. Statement and signature *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.*

Sheree Lynn Rybak, Ph.D.
Name of Person Signing

December 30, 2002
Date

01/08/2003 DBYRNE 00000051 60314613

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cc: Docketing

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UNIVERSITY OF VICTORIA
INNOVATION AND DEVELOPMENT
CORPORATION



**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

Restricted and Confidential Information

BETWEEN:

Dr. Thomas Buckley

("Inventor(s)")

AND: University of Victoria Innovation and Development Corporation,
a corporation owned solely by the University of Victoria.

("IDC")

- A. The purpose of this Agreement is for the Inventor(s) to transfer all right, title and interest in the intellectual property ("IP") to IDC, in accordance with the requirements and obligations as described in the University of Victoria's Intellectual Property Policy, to enable IDC to facilitate the commercialization of this IP and to represent the interests of the Inventor(s) through the commercialization process.
- B. It is intended that this Agreement and its attached Schedule(s) specify the terms and conditions of this assignment of the Inventor's(s') IP to IDC and the respective obligations and responsibilities of the parties.

In consideration of the premises and covenants contained herein, the parties agree to the following terms and conditions:

1. Inventor(s)

The Inventor(s) agree(s) and acknowledge(s) that he/she/they is/are the creator(s), designer(s) and developer(s) of the IP titled:

"Channel Forming Toxins for the Treatment of Prostate Cancer"

Invention Title:

Assignment

- (a) The Inventor(s) agree(s) to transfer all right, title and interest in the IP as specified in 1 and to execute the attached Assignment Agreement attached as Schedule(s) A, etc.
- (b) The Inventor(s) agree(s) to supply IDC with all reasonably required information relating to the assigned IP and to execute any and all further agreements or documents that may reasonably be required to effect the assignment of the IP, including any documents essential to satisfy the requirements of Schedule(s) A.
- (c) The Inventor(s) hereby represent that to the best of their knowledge, no other person or entity has any rights in relation to the IP and they are not aware of any reason which would preclude them from executing the Assignment Agreement.
- (d) The Inventor(s) acknowledge(s) and agree(s) to immediately notify IDC should he/she/they become aware of any potential conflict or any potential or actual infringement that could affect the full execution of the Assignment Agreement or the future commercialization of the IP.

2. Representation

Upon execution of the Assignment Agreement, IDC agrees to undertake its obligation to represent the Inventor(s) and to facilitate the commercialization of the Inventor's(s') IP on behalf of the University of Victoria in accordance with the terms and conditions of the University of Victoria's Intellectual Property Policy.

3. Revenue Sharing

IDC acknowledges and agrees that the Inventor(s) shall be entitled to future revenues from the commercialization of the IP in accordance with the Policy and where appropriate or applicable with any revenue sharing arrangement agreed to in a Joint Ownership Agreement between the Inventors.

The general rules for revenue sharing between IDC and the Inventor(s) will be as follows:

- a. If the IP strategy for the assigned technology requires extensive patent prosecution, then IDC and the Inventor(s) will, after first repaying all (non-in-house) patent prosecution costs related to:
 - a. IP lawyer or attorney legal services
 - b. Individual country filing fees
 - c. Any other costs associated with filing patents with respect to specific individual countries, PCT applications, Divisional Applications, Continuations-In-Part, etc; subsequently, split any further revenues realized as a result of commercialization of the IP, 50% Inventor(s) – 50% IDC.
- b. If the IP strategy for the assigned technology does NOT require patent prosecution, then IDC and the Inventor(s), will share any commercialization revenues as follows: 50%-90% Inventor(s) - 10%-50% IDC, depending on:
 - a. The amount of IDC resources required to successfully commercialize the IP, and

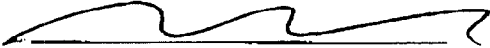
- b. Whether the Inventor(s) will be re-investing their share of the revenues back into University of Victoria research projects or retaining these monies for non-University-related (ie. personal) use.

IDC also acknowledges that, under exceptional circumstances, and subject to negotiation between the Inventor(s) and IDC, other revenue sharing strategies may also be possible.

The exact revenue sharing proportions between the Inventor(s) and IDC, will be detailed in a subsequent agreement between the Inventor(s) and IDC, subject to the guidelines as stated above.

IN WITNESS WHEREOF the parties have executed this Agreement and the Assignment Agreement attached as Schedule(s) A, this 17th day of Sept, 2001, as indicated by their signatures below:

Inventor(s):



Signature

Thomas Buckley

Name

IDC: (Innovation Development Corporation was hereunto affixed in the presence of)



Signature

Tim Walzak, President

Name

Invention Title:

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**UNIVERSITY OF VICTORIA
INNOVATION AND
DEVELOPMENT CORPORATION
SCHEDULE A
ASSIGNMENT OF INVENTION
*Restricted and Confidential Information***



The undersigned, also known as the Assignor(s), whose full post office address is

Dr. Thomas Buckley
Name

210 Denison Rd., Victoria, BC, V8S 4K3
Address

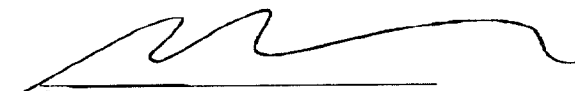
in consideration of the future revenues to be derived from the commercialization of the Invention and other good and valuable consideration, the receipt of which is hereby acknowledged, does/do hereby sell(s), assign(s) and transfer(s) to IDC, its successors and assigns forever in Canada and worldwide, all of his/her/their entire and exclusive rights, title and interest in, to and under the Invention titled:

“Channel Forming Toxins for the Treatment of Prostate Cancer”

and, as well as any patent(s), pending patent application(s), or any other rights, in and to the intellectual property, including the right to file priority applications and any improvements thereto in order to obtain or secure patent or divisions which may be granted and issued therefore, or any other intellectual property rights required for IDC to enter into any agreement with any external sponsor(s) or partner(s) for commercialization of the intellectual property. Said Assignment is to be held and enjoyed by IDC, its successors and assigns, for the duration of the entire unexpired term thereof, to the extent permitted by law, as fully and entirely as the same could have been held and enjoyed by the Assignor(s) if this Assignment and sale had not been made.

In Witness Whereof the parties have executed this Assignment of Invention Agreement as indicated by their signatures on the date(s) specified below:

Assignor(s):


Signature

Thomas Buckley
Name

Sept 17 - 01
Date

IDC: (Innovation and Development Corporation was hereunto affixed in the presence of)


Signature

Tim Walzak, President
Name

Sept 17, 2001
Date

Invention Title: