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07-28-2003

Form PTO-109
(Rev. 10/2002)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

7.22.03
lightyear Technologies Inc.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 07/21/2003

2. Name and address of receiving party(ies)

Name: lightyear Technologies (USA) Inc.

Internal Address: _____

PO Box 431

Street Address: 1225 E. SUNSET DRIVE

City: Bellingham State: WA Zip: 98226

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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: N/A

A. Patent Application No.(s)

NONE

B. Patent No.(s)

4,996,108

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID RENDINA

Internal Address: 967

Street Address: 967 HERITAGE BLVD

NORTH

City: VANCOUVER State: B.C. Zip: V7J3G6
CANADA6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

DAVID RENDINA

Name of Person Signing

Signature

July 21/2003
Date

Total number of pages including cover sheet, attachments, and documents: 9

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



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

FEE TRANSMITTAL for FY 2003

☐ Applicant claims small entity status. See 37 CFR 1.27

TOTAL AMOUNT OF PAYMENT

(\$) 40.00

Complete if Known

Application Number	4,996,108
Filing Date	
First Named Inventor	
Examiner Name	
Art Unit	
Attorney Docket No.	

METHOD OF PAYMENT (check all that apply)

☐ Check ☒ Credit card ☐ Money Order ☐ Other ☐ None

☐ Deposit Account:

Deposit Account Number
Deposit Account Name

The Director is authorized to: (check all that apply)

☒ Charge fee(s) indicated below ☐ Credit any overpayments
☐ Charge any additional fee(s) during the pendency of this application
☐ Charge fee(s) indicated below, except for the filing fee to the above-identified deposit account.

FEE CALCULATION

1. BASIC FILING FEE

Large Entity		Small Entity		Fee Description	Fee Paid
Fee Code (\$)	Fee (\$)	Fee Code (\$)	Fee (\$)		
1001	750	2001	375	Utility filing fee	
1002	330	2002	165	Design filing fee	
1003	520	2003	260	Plant filing fee	
1004	750	2004	375	Reissue filing fee	
1005	160	2005	80	Provisional filing fee	
SUBTOTAL (1)					(\$)

2. EXTRA CLAIM FEES FOR UTILITY AND REISSUE

		Extra Claims		Fee from below	Fee Paid
Total Claims		-20** =			
Independent Claims		-3** =			
Multiple Dependent					

Large Entity		Small Entity		Fee Description
Fee Code (\$)	Fee (\$)	Fee Code (\$)	Fee (\$)	
1202	18	2202	9	Claims in excess of 20
1201	84	2201	42	Independent claims in excess of 3
1203	280	2203	140	Multiple dependent claim, if not paid
1204	84	2204	42	** Reissue independent claims over original patent
1205	18	2205	9	** Reissue claims in excess of 20 and over original patent

SUBTOTAL (2)

(\$)

**or number previously paid, if greater; For Reissues, see above

FEE CALCULATION (continued)

3. ADDITIONAL FEES

Large Entity		Small Entity		Fee Description	Fee Paid
Fee Code (\$)	Fee (\$)	Fee Code (\$)	Fee (\$)		
1051	130	2051	65	Surcharge - late filing fee or oath	
1052	50	2052	25	Surcharge - late provisional filing fee or cover sheet	
1053	130	1053	130	Non-English specification	
1812	2,520	1812	2,520	For filing a request for <i>ex parte</i> reexamination	
1804	920*	1804	920*	Requesting publication of SIR prior to Examiner action	
1805	1,840*	1805	1,840*	Requesting publication of SIR after Examiner action	
1251	110	2251	55	Extension for reply within first month	
1252	410	2252	205	Extension for reply within second month	
1253	930	2253	465	Extension for reply within third month	
1254	1,450	2254	725	Extension for reply within fourth month	
1255	1,970	2255	985	Extension for reply within fifth month	
1401	320	2401	160	Notice of Appeal	
1402	320	2402	160	Filing a brief in support of an appeal	
1403	280	2403	140	Request for oral hearing	
1451	1,510	1451	1,510	Petition to institute a public use proceeding	
1452	110	2452	55	Petition to revive - unavoidable	
1453	1,300	2453	650	Petition to revive - unintentional	
1501	1,300	2501	650	Utility issue fee (or reissue)	
1502	470	2502	235	Design issue fee	
1503	630	2503	315	Plant issue fee	
1460	130	1460	130	Petitions to the Commissioner	
1807	50	1807	50	Processing fee under 37 CFR 1.17(q)	
1806	180	1806	180	Submission of Information Disclosure Stmt	
8021	40	8021	40	Recording each patent assignment per property (times number of properties)	40.00
1809	750	2809	375	Filing a submission after final rejection (37 CFR 1.129(a))	
1810	750	2810	375	For each additional invention to be examined (37 CFR 1.129(b))	
1801	750	2801	375	Request for Continued Examination (RCE)	
1802	900	1802	900	Request for expedited examination of a design application	

Other fee (specify)

*Reduced by Basic Filing Fee Paid

SUBTOTAL (3)

(\$)

40.00

SUBMITTED BY

Name (Print/Type) DAVID RENDINA

Registration No.
(Attorney/Agent)

(Complete if applicable)

Telephone (604) 987-5773

Signature

David Rendina

Date

July 21, 2003

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

This collection of information is required by 37 CFR 1.17 and 1.27. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT
REEL: 014301 FRAME: 0417

Assignment of Patent

Whereas, I: **Lightyear Technologies Inc.** a Company duly incorporated in the Province of British Columbia Canada, hereinafter, referred to as the assignor with offices at;
967 Heritage Blvd.
North Vancouver B.C.,
Canada, V7J 3G6

Did purchase, for good and valuable consideration - (the sum of 400,000 shares of Lightyear Technologies Inc.) duly issued and acknowledged - all rights, title, and interests to the United States Patent listed below (The PATENT) from their original assignee Simon Fraser University of British Columbia Canada, as detailed in an Agreement of Sale (a copy of which is attached as Appendix A) on June 8th 2001.

The PATENT;

Sheets of Transition Metal Dichalcogenides
US Patent No. 4,996,108
Date issued: February 26, 1991

And whereas, I am now the sole owner of said patent and whereas,

Lightyear Technologies (USA) Inc. a company Incorporated under the laws of the State of Washington, USA - hereinafter referred to as "assignee" whose mailing address is
#431-1225 E. Sunset Drive
Bellingham, Washington
USA, 98226

Is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum \$2,000.00, the receipt whereof is acknowledged, and other good and valuable consideration, I the assignor do sell, assign and transfer unto said assignee the entire right, title and interest in and to the said Patent aforesaid; the same to be held and enjoyed by the said assignee for his own use and behoof, and for his legal representative and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by me had this agreement and sale not been made.

Executed this 21st day of July, 2003, at - North Vancouver, B.C. Canada

Signature: *Robert A. Owen*
Robert A. Owen, Director, Lightyear Technologies Inc.

Notarized by: *[Signature]*

Seal:

Date: *July 21/03*

KATAYOON ROOHANI
NOTARY PUBLIC
115 - 1433 Lonsdale Avenue
North Vancouver, B.C.
TEL: 604-988-5558 / FAX: 604-988-9559

ATTESTED TO ONLY
NO ADVICE GIVEN, NO ADVICE SOUGHT
DO NOT SIGN BY
KATAYOON ROOHANI, NOTARY PUBLIC

COPY

AGREEMENT OF SALE

THIS AGREEMENT (hereinafter referred to as "AGREEMENT" is effected and entered into as of the 8th day of June, 2001.

BETWEEN:

SIMON FRASER UNIVERSITY (hereinafter referred to as "SFU"), a corporation duly continued under the *University Act* of British Columbia, having an office at Burnaby, British Columbia, Canada, V5A 1S6

AND:

LIGHTYEAR TECHNOLOGIES INC. (hereinafter referred to as "LIGHTYEAR"), a corporation duly incorporated under the *Company Act* of British Columbia having an office at #119 - 980 West 1st Street, North Vancouver, British Columbia, Canada, V7P 3N4

WHEREAS:

- A. SFU is the owner of certain PATENT RIGHTS and has the right to sell and assign said PATENT RIGHTS;
- B. SFU desires to sell, transfer and assign all of the said PATENT RIGHTS to LIGHTYEAR;
- C. LIGHTYEAR has represented to SFU that LIGHTYEAR wishes to purchase all of the rights held by SFU under the said PATENT RIGHTS.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

For the purposes of this AGREEMENT, the following words and phrases shall have the following meanings:

1.1 "PATENT RIGHTS" shall mean rights to:

- (a) Canadian and foreign patents and/or patent applications listed in Appendix "A";

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PATENT

REEL: 014301 FRAME: 0419

- (b) Canadian and foreign patents issued from the applications listed in Appendix "A" and from divisionals and continuations of these applications;
- (c) claims of Canadian and foreign continuation-in-part applications, and of the resulting patents, which are directed to subject matter specifically described in the Canadian and other foreign applications listed in Appendix "A";
- (d) claims of all foreign patent applications, and of the resulting patents, which are directed to subject matter specifically described in the Canadian and United States patents and/or patent applications described in (a), (b) or (c) above; and
- (e) any reissues of Canadian and United States patents described in (a), (b) or (c) above;
- (f) any patent or patent applications made by SFU, or jointly developed by SFU and LIGHTYEAR personnel after the effective date of this AGREEMENT, that include technology that is derived from, or constitutes an enhancement of, the PATENT RIGHTS.

ARTICLE 2 - RIGHTS, TITLE AND INTEREST

2.1 SFU hereby sells, assigns and transfers to LIGHTYEAR all right, title and interest to the PATENT RIGHTS and to the extent not prohibited by law, to make, have, use, sub-license and sell PATENT RIGHTS and any products or processes arising therefrom.

ARTICLE 3 - COMPENSATION

3.1 In consideration of the transfer of the PATENT RIGHTS, LIGHTYEAR agrees to issue in the name of SFU, FOUR HUNDRED THOUSAND (400,000) Class "A" Common Voting Shares in the capital stock of LIGHTYEAR.

ARTICLE 4 - NOTICES AND COMMUNICATION

4.1 Any notice or other communication pursuant to this AGREEMENT shall be sufficiently made or given on the date of mailing if sent by such party by certified first class mail, postage prepaid, addressed to it at its address below or as it shall designate by written notice given to the other party:

In the case of SFU:

Director
University/Industry Liaison Office
Burnaby, British Columbia
Canada V5A 1S6

In the case of LIGHTYEAR:

President
Lightyear Technologies Inc.
#119 - 980 West 1st Street
North Vancouver, British Columbia
Canada V7P 3N4

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 The provisions herein constitute the entire AGREEMENT between the parties with respect to the subject matter hereof and supercede all prior AGREEMENTS oral or written and any other communications relating to the subject matter hereof. No amendment or modification of any provision of this AGREEMENT will be effective unless set forth in a document that purports to amend this AGREEMENT and is executed by both parties.

5.2 In the event that any part, section, paragraph or sub-paragraph of this AGREEMENT shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable, the entire AGREEMENT shall not fail on account thereof, and the balance of the AGREEMENT shall continue in full force and effect.

5.3 Neither party shall be held liable for failure to fulfill its obligations hereunder if such failure is due to a natural calamity, act of government or similar cause beyond the control of such party.

5.4 The validity, construction and performance of this AGREEMENT shall be governed by the substantive laws of the Province of British Columbia.

5.5 If any provision of this AGREEMENT is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this AGREEMENT will remain in full force and effect.

5.6 SFU and LIGHTYEAR shall comply with all laws, rules and regulations of competent public authorities relating to the duties, obligations and performance under this AGREEMENT and shall procure all licenses and pay all fees and other charges required hereby.

5.7 Nothing contained herein shall be deemed or construed to create between the parties a partnership or joint venture. Neither party shall have the authority to act on behalf of the other party, or to commit the other party in any manner or cause whatsoever or to use the other party's name in any way not specifically authorized by this AGREEMENT. Neither party shall be liable for any act, omission, representation, obligation or debt of the other party, even if informed of such act, omission, representation, obligation or debt.

5.8 Subject to the limitations herein before expressed, this AGREEMENT shall enure to the benefit of and be binding upon the parties, and their respective successors and assigns.

5.9 Each party will promptly execute all documents and take all steps as may be required to gain any necessary consents from such entities as may be concerned in regards to the PATENT RIGHTS, including but not limited to licensees, sub-licensees, patent authorities, patent registries, and the like.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be signed below by their duly authorized representatives on the day, month and year first above written.

SIMON FRASER UNIVERSITY
by its authorized representative(s):

Per: 

Name: ~~M.C. Vohet~~, M.C. Vohet

Title: DIRECTOR, UILO

Per: _____

Name: _____

Title: _____

LIGHTYEAR TECHNOLOGIES INC.
by its authorized representative:

Per: 

Name: DAVID RENDINA

Title: PRESIDENT / CEO

Schedule "A"**LIST OF TRANSFERRED PATENTS/PATENT APPLICATIONS**1. *Sheets of Transition Metal Dichalcogenides*

United States	issued February 26, 1991	number 4,996,108
Canada	issued June 27, 2000	number 2,005,826
Japan	issued May 21, 1999	number 2930344B2

2. *Forms of Transition Metal Dichalcogenides*

United States	issued April 18, 1989	number 4,822,590
Canada	issued April 9, 1991	number 1,282,574

3. *Novel Transition Metal Dichalcogenide Catalysts*

United States	issued August 1, 1989	number 4,853,359
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4. *Transition Metal Dichalcogenide Catalysts*

Canada	issued June 2, 1992	number 1,302,383
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