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Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedName Dimitre H. HristovExecution Date
Month Day Year

10/27/02

Name Name Name Name

Receiving Party

☐ Mark if additional names of receiving parties attachedName (line 1) McGill UniversityName (line 2) Address (line 1) 3550 University StreetAddress (line 2) Address (line 3) Montreal

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PATENT

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Page 2

PATENT

Correspondent Name and Address

Area Code and Telephone Number 617-248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

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4

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached**Patent Application Number(s)**

10/343,336

Patent Number(s)**Patent Cooperation Treaty (PCT)**Enter PCT application number
only if a U.S. Application Number
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1

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PATENT
REEL: 014612 FRAME: 0272

ASSIGNMENT OF INTELLECTUAL PROPERTY BY INVENTOR

This Assignment is made and entered into by and between Dimitre H. Hristov, whose address is KFST 12C, Kaddah (hereinafter referred to as "Inventor"), and McGill University, through its office of Technology Transfer, whose address is 3550 University Street, Montreal, Québec (H3A 2A7) (hereinafter referred to as "University").

WHEREAS Inventor co-owns, with University, an invention and/or software entitled and further defined in Exhibit A (Report of Invention).

WHEREAS Inventor now desires to assign to University any and all right, title and interest that he has the said Intellectual Property in each and every country in the world:

1. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Inventor hereby sells and assigns to University his share, and University hereby accepts assignment of, all Inventor's rights, title and interest in the Intellectual Property together with all corresponding rights and interest in and to any and all patents, registrations and the like which may issue therefore anywhere in the world. As used herein, "Intellectual Property" shall mean the inventions, discoveries, improvements, methods and processes, whether patentable or not; patents, pending patent applications, continuation-in-part patent applications, divisional patent applications, foreign patent applications, reissued patents, re-examined patents, and patent extensions; software code, databases, the whole as identified in Exhibit A (collectively the "Intellectual Property").
2. Inventor hereby covenants, warrants and represents to University that:
 - (a) To the extent Inventor has not previously assigned the Intellectual Property to University, Inventor is the owner of, and has the right to use, transfer and/or otherwise exploit, the Intellectual Property, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the Intellectual Property that is in conflict with this Assignment.
 - (b) Inventor further agrees for himself his heirs, executors, assigns and administrators, to execute and deliver to University, without further consideration, any further applications, assignments and documents, and to perform such other acts as he lawfully may, that may be deemed necessary by University, its heirs, executors, assigns and administrators, fully to secure their interest to the rights herein assigned and to obtain any and all patents, registrations and the like which may issue therefore anywhere in the world;
 - (c) Inventor agrees to authorize and direct his heirs and personal representatives to make and execute any instrument and perform any legal act that University may deem necessary to secure any rights granted to University pursuant to this Assignment.

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3. The parties acknowledge having required that the present Assignment be drawn up in the English Language. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente cession.

IN WITNESS WHEREOF, I have executed this Assignment in

Teodora, Sandi Arden this 27 day of October, 2002.



Witness BELAL MORAHAN

Accepted by:

MCGILL UNIVERSITY

David Dufresne
Technology Transfer Officer
OTT.

October 27th 2002

"Inventor"


Dimitre H. Hristov
DIMITRE H. HRISTOV

AIPI 01 -- 2002-03-11

DECLARATION

I, the undersigned, BELAL MORTAY whose full post office address is P.O. Box 40047
Jeddah 21493
Kingdom of Saudi Arabia, make oath and say: that I was personally present and
did see Dimitre H. Hristov, who is personally known to me to be the person named in the
attached Assignment duly sign and execute same.

SIGNED IN Jeddah, KSA, this 27 day of OCT, 2002.


Witness

BELAL MORTAY, PhD, MCCPM

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PROCESSED
DEALS

Ref 02155

McGILL UNIVERSITY
Office of Technology Transfer (OTT)

CONFIDENTIAL
Report of Invention

Invention No.
OTT Officer

CP

1- Title of invention:

Method and apparatus for lesion localization, definition and verification

2- Inventor(s) (Principal investigator first) (For more inventors use additional form) (Attach a listing of non inventors involved in the research, if applicable)

Name: Tony Falco Phone, Fax: 934-8052, 934-8229 Inventorship share: 50 %
Position: Medical Physicist E-Mail: tfalco@medphys.mcgill.ca INITIALS: T.F.
Fac, Dept: Medical Physics, McGill Univ. Health Centre Home Address: 3787 Cote-des-Neiges, Apt 517
Bldg, Room: Montreal General Hospital, Rm L5-105 Citizenship: Canadian H3H 1V9

Name: Dimitre H. Hristov Phone, Fax: 934-8052, 934-8229 Inventorship share: 50 %
Position: Assistant Professor E-Mail: hristov@medphys.mcgill.ca INITIALS: D.H.
Fac, Dept: Physics, Medical Physics Unit Home Address: 397 St-Joseph St., W., Apt. 6
Bldg, Room: Montreal General Hospital, Rm L5-305 Citizenship: Canadian H2V 2P1

Name: Phone, Fax: Inventorship share: %
Position: E-Mail: INITIALS: _____
Fac, Dept: Home Address: _____
Bldg, Room: Citizenship: _____

3- Grants and industrial contracts contributing to this invention

Sponsor:	Starting date:	Ending date:	Award number:
-	-	-	-

4- Events

	Date	Place, references, comments	Attachment
A- First idea or description of complete invention, oral or written	Sept. 1999	At the Montreal General Hospital, the initial idea was discussed in conversations between Dr. Falco and Dr. Hristov.	
B- First successful demonstration (reduction to practice)	Oct. 2001	First spatially absolute 3D ultrasound data acquisition using optical tracker suitable for use in CT and treatment rooms.	
C- First publication (article, thesis, oral presentation, poster)	Aug. 1, 2000	Preliminary Patent Application filed in Canada through McCarthy Tétrault. (Application number: 2,314,794)	
D- Disclosures to industry	Jan 8, 2001	Disclosure to Ascension Technology under Non-Disclosure Agreement with Resonant Medical Inc.	
E- Other disclosures	May 22, 2000	Disclosed some aspects of the invention to Dr. E.B. Podgorsek, Director and Professor of the McGill Univ. Medical Physics Unit.	

5- Brief summary (5 lines max)

The invention relates to a method wherein the shape, form, position and configuration of a lesion or tumor to be treated by a radiation therapy device, may be ascertained with greater definition, in order to better design a treatment plan for its eradication. In accordance with a further aspect, the invention also relates to method and apparatus for verification of the position of the lesion with respect to the radiation beam or beams prior to the execution of a radiation treatment. The invention relates to a method wherein the size, location and disposition of a tumor may be determined, updated and tracked prior to and during a treatment thereof.

6- Detailed description (Attach documents)

(REQUIRED AND IDENTIFIED) A- Background of the Invention, B- Technical description, C- General purpose and commercial applications, D- Advantages and improvements over existing technology
(OPTIONAL) Publications, Manuscripts, Drawings, Sketches, Photographs, Programs, Data

7- Signature(s)

A- I (We) agree to assign to McGill University my (our) rights in the invention. I (We) agree that revenues and considerations, if any, will be distributed as per McGill's current policy.

Dimitre H. Hristov

Inventor's signature
Date 26.11.01

Tony Falco

Inventor's signature
Date Dec 6/01

Inventor's signature
Date _____

B- I (We) request the Alternative Option (sole ownership). I (We) agree that the Alternative Option shall be subject to a Memorandum of understanding between McGill and inventor(s).

SEND TO: Office of Technology Transfer (Tel: 398- 4200, Fax: 8479)

DOWNLOAD: www.mcgill.ca/ots/ott

12. FF