

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Trustees of the University Health Network
(12/15/2000) and The Governing Council of the
University of Toronto (12/15/2000)

Execution Date(s): in parentheses after inventor name

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Daniel Drucker

Internal Address: _____

Street Address: _____

19 Fernwood Road

City: Toronto

State: Ontario

Country: Canada Zip: _____

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/190267

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Matthew P. Vincent
ROPES & GRAY LLP

Internal Address: Atty. Dkt.: TUU-P03-006

Street Address: One International Place

City: Boston

State: MA Zip: 02110-2624

Phone Number: (617) 951-7739

Fax Number: (617) 951-7050

Email Address: MVincent@ropesgray.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 18-1945
Authorized User Name Matthew P. Vincent

9. Signature:

David P. Halstead

Signature

David P. Halstead - 44,735

Name of Person Signing

12/16/04

Date

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

6

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: 12-20-04

Signature: Maura A. Gallagher (Maura A Gallagher)

CH \$40.00 181945 10190267

**ASSIGNMENT OF RIGHTS FROM
THE UNIVERSITY OF TORONTO
AND THE UNIVERSITY HEALTH NETWORK**

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**, and **The Trustees of the University Health Network**, their successors and assigns (collectively the "Assignor"), and **Daniel J. Drucker**, his heirs, executors, administrators and assigns, specifically including **1149336 Ontario**, (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 interest held by the Assignee in the invention entitled "Method of regulating glucose metabolism and reagents related thereto" 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 interest the Assignee may hold in the Invention, subject to any obligations arising from the Materials Transfer Agreement (MTO 113) attached as part of Appendix A.

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

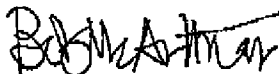
The Assignee shall not use the name of the Assignor or any part thereof nor any modification or abbreviation thereof or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof, without the prior express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

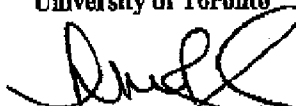
Executed at Toronto, Ontario this 15th day of December, 2000.

The Trustees of the
University Health Network



Bob McArthur
Director, Technology Transfer & Research
Business Development
University Health Network

The Governing Council of the
University of Toronto




Heather Munroe-Blum
Vice-President
Research and International Relations



Louis R. Charpentier
Secretary

Witness




R. LaBarbera

Inventor



Daniel J. Drucker M.D.



Daniel J. Drucker M.D.
President, 1149336 Ontario Inc



UNIVERSITY OF TORONTO CONFIDENTIAL INVENTION DISCLOSURE

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1. Title of Invention

Method of regulating glucose metabolism and reagents related thereto

2. a) University of Toronto Inventors

SURNAME, GIVEN NAMES	UNIVERSITY PERSONNEL NO.	DEPARTMENT (LIST ANY CROSS APPOINTMENTS OR AFFILIATED INSTITUTIONS)	AFFILIATION WITH UNIVERSITY (i.e. faculty, res. assoc., post-doc, student, staff, visitor, etc.)	CURRENT ADDRESS, PHONE, FAX, EMAIL
Drucker, Daniel J	000030268	Medicine	Professor	TGH CCRW3-845 416-340-4125 V 416-978-4108 d.drucker@utoronto.ca

2. b) External Inventors

(Please provide names and affiliations of non-University of Toronto inventors, i.e. sponsor employees, academic collaborators, etc.)

William W. Bachovchin, Boston MA, Tufts University

Andrew Plaut Boston MA, Tufts University

3. Description of Invention

(Please highlight the novelty/patentable aspect; attach separate sheet for more detailed description)

The use of DP IV enzyme inhibitors to lower glucose in diabetes

DATE RECEIVED:

NOV 16 2000

DISCLOSURE REFERENCE NO.:

10000677

(For Research Services use only)

4. How was the research funded?

SPONSOR	GRANT OR CONTRACT FUND #	INTELLECTUAL PROPERTY TERMS & CONDITIONS
No specific grant for these studies done in Drucker laboratory with supplied compounds		

5. Where was the research carried out?

Partly in Drucker laboratory, TGH, Diabetes Centre

6. Is the invention subject to any material transfer, confidentiality, non-disclosure, collaboration or other agreement not referenced in Section 4 above?

NO X YES (If "Yes", please provide details)

Material Transfer Agreement covered transfer of inhibitor compounds to Drucker laboratory from Tufts Investors for use in Drucker lab experiments.

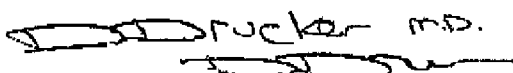
7. Has the invention been publicly disclosed? No Will it be soon? Not to my knowledge
(Please give details)

8. What are the potential application(s)?

DP IV inhibitors have multiple potential uses including possible treatment of diabetes. A provisional patent application, with Bachovchin, Plaut, and Drucker, has been filed in the US Patent office by Tufts, USPPatent Number 60/073,409, "Method of regulating glucose metabolism and reagents related to thereof" Filing date 02/02/98

9. Warranty

I/We, the inventors listed in Section 2(a), have read, understood and agree to all of the preceding and declare that all of the information provided in this disclosure is complete and correct. To the best of our knowledge, all persons who might legally make an ownership claim on this invention are identified in Section 2(a) and 2(b).

 Drucker M.D.

D. Drucker M.D.

For more information on University of Toronto intellectual property policies, please call 416-978-7833 or access <http://www.library.utoronto.ca/techtran/>.
For information on commercialization, patentability, protection costs, and time constraints when publication is contemplated, please call the Innovations Foundation at 416-978-5117.