

**35** PAGES SENT BY FACSIMILE September 27, 2005 TO 703 306 5995

**Dowell & Dowell Fax No. 703 415 2559**

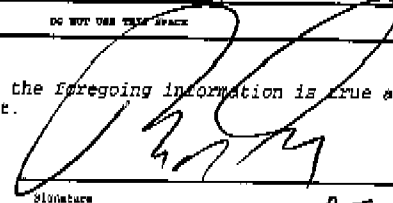
FORM PTO-1595  
(REV. 6-93)

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

**CORRECTION RECORDATION FORM COVER SHEET  
PATENTS ONLY**

Our Docket No.: Guard Inc.

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

<p>1. Name of conveying party(ies) and execution date: <b>MCMASTER UNIVERSITY, 11/20/1998</b></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) Individual Name: and/or Company Name: <b>Guard Inc.</b> Street Address: <b>Suite 21, Research Park Centre, 150 Research Lane</b> City: <b>Guelph, ON, Canada N1G 4T2</b> State: Zip: Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other <u>Rerecord patent to correct wrong patent number 5,987,812 which was recorded at reel/frame 011238/0279, respectively</u></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: <b>DOPED AMORPHOUS AND CRYSTALLINE GALLIUM OXIDES ALKALINE EARTH GALLATES AND DOPED ZINC GERMANATE PHOSPHORS AS ELECTROLUMINESCENT MATERIALS</b></p> <p>A. Patent Application No.(s) _____ B. Patent No.(s) <b>5,897,812</b></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: <b>Ralph A. Dowell</b> Internal Address: _____</p> <p>Street Address: <b>Suite 406, 2111 Eisenhower Avenue Alexandria, VA 22314 (703) 415-2555</b></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37CFR 3.41).....s <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>B. Deposit account number: <b>04-1577</b> <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
<p>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.</p> <p><b>Ralph A. Dowell 26,868</b>  <u>9/27/2005</u></p> <p><small>Name of Person signing</small> <small>Signature</small> <small>Date</small></p> <p>Total number of pages including cover sheet, attachments and document: <b>35</b></p>	

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

**PATENT**

**REEL: 016844 FRAME: 0001**

**700213801**

07/28/2005  
700198996

30 PAGES SENT BY FACSIMILE July 28, 2005 TO 703 306 5995

Dowell & Dowell Fax No. 703 415 2559

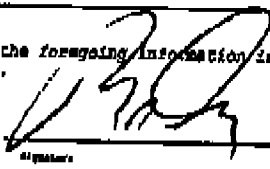
FORM PTO-1595  
(REV. 6-83)

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

**CORRECTION RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

Our Docket No.: Guard Inc.

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

<p>1. Name of conveying party(ies) and execution date: <b>MCMASTER UNIVERSITY,</b> <b>11/20/1998</b></p> <p>Additional name(s) of conveying party(ies) attached? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u></p>	<p>2. Name and address of receiving party(ies) Individual Name: and/or Company Name: <b>Guard Inc.</b> Street Address: <b>Suite 21, Research Park Centre, 150 Research Lane</b> City: <b>Guelph, ON, Canada N1G 4T2</b> State: Zip: Additional name(s) &amp; address(es) attached? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u></p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <u>Other: <b>Rerecord patent to correct wrong patent number 5,987,812</b></u></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: <b>DOPED AMORPHOUS AND CRYSTALLINE GALLIUM OXIDES ALKALINE EARTH GALLATES AND DOPED ZINC GERMANATE PHOSPHORS AS ELECTROLUMINESCENT MATERIALS</b></p> <p>A. Patent Application No. (s) _____ B. Patent No. (s) <b>5,897,812</b></p> <p>Additional numbers attached? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u></p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Ralph A. Dowell</b> Internal Address: _____  Street Address: <b>Suite 406, 2111 Eisenhower Avenue Alexandria, VA 22314 (703) 415-2555</b></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>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <b>04-1577</b> <small>(Attach duplicate copy of this page to paying by deposit account)</small></p>
<p>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.</p> <p><b>Ralph A. Dowell 26,868</b>  <u>7/28/2005</u></p> <p>Name of Patenting Party _____ Signature _____ Date _____</p> <p>Total number of pages including cover sheet, statements and drawings: <u>30</u></p>	

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

FORM PRO-2883

11-20-2000

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE




MRO  
10-16-00  
RECO



Serial Number: Guard Inc.

In the Honorable Commission of Patents and Trademarks  
Please Refer to the Attached Form for Instructions and Information

<p>1. Name of conveying party(ies): <u>McMaster University</u></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>GUARD INC.</u></p> <p>Street Address: <u>Suite 215, Research Park Centre, 150 Research Lane</u></p> <p>City: <u>Guelph, Ontario, Canada</u> Zip: <u>N1G 4T2</u></p> <p>Additional name(s) &amp; address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance.</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Mortgage</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>13 Sept 2000</u></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>5. Patent No. (s), or follows: <u>5,585,695 issued 12/17/96; 5,725,801 issued 3/10/98; 5,788,882 issued 8/4/98 and <u>5,987,812</u> issued 4/27/99</u></p> <p><u>5,897,812</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>6. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Ralph A. Dowell</u> Internal Address: _____</p> <p>Street Address: <u>Suite 309, 1215 Jefferson Davis Highway Arlington, VA 22202-3124 (703) 415-2555</u></p>	<p>7. Total fee (27 CFR 1.41).....\$ <u>160.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>INTERNATIONAL COPY OF THIS PAGE IS PRINTED BY APPOINTMENT</small></p>
<p>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.</p> <p><u>Ralph A. Dowell 25,868</u>  <u>16 Oct 2000</u></p> <p><small>Max. number of pages, including cover sheet, attachments and drawings: <u>26</u></small></p>	

Max. documents to be recorded with required cover sheet information to: Commission of Patent & Trademarks, Box 500000, Washington D.C. 20531

PATENT  
REEL: 011238 FRAME: 0279

PATENT  
REEL: 016844 FRAME: 0003

## ASSIGNMENT

WHEREAS, ADRIAN H. KITAI, whose full post office address is 1612 Birchwood Drive, Mississauga, Ontario L5J 1T6, CANADA, was the owner of the patents identified in Schedule "A" and Schedule "B" attached hereto and the inventions described therein and relating thereto;

WHEREAS, all the right, title and interest of ADRIAN H. KITAI in said patent identified in Schedule "A" was based on the Intellectual Property Agreement dated January 11, 1996 (attached hereto as Exhibit-1) between ADRIAN H. KITAI as Assignee and McMASTER UNIVERSITY as Assignor whose full post office address is Hamilton, Ontario L8S 4L7, CANADA, said Agreement having been recorded in the United States Patent and Trademark Office on June 4, 1996 under Reel/Frame 7983/0572;

WHEREAS, all the right, title and interest of ADRIAN H. KITAI in said patents identified in Schedule "B" was based on the Agreement dated March 15, 1996 (attached hereto as Exhibit-2) between ADRIAN H. KITAI as Assignee and TIAN XIAO and GUO LIU as Assignors, whose current full post office addresses are 62 Fern Crescent, Brampton, Ontario, L6Z 1R9, CANADA and 25 Arthurs Crescent, Brampton, Ontario, L6Y 4Y2, CANADA, respectively, and an Assignment was signed by TIAN XIAO and GUO LIU on November 22, 1996 and December 23, 1996, respectively, in order to transfer their right, title and interest in said patents to ADRIAN H. KITAI, said Assignment having been recorded in the United States Patent and Trademark Office on February 19, 1997 under Reel/Frame 8358/0955 (attached hereto as Exhibit-3);

WHEREAS, said right, title and interest of ADRIAN H. KITAI, TIAN XIAO and GUO LIU in said patent identified in Schedule "B" were originally derived from the Intellectual Property Agreement dated January 11, 1996 (attached hereto as Exhibit-4) in which McMASTER UNIVERSITY transferred all ITS right, title and interest;

WHEREAS, McMASTER UNIVERSITY, GUARD INC. and ADRIAN H. KITAI entered into an agreement regarding said inventions and in and to said Patents identified in Schedule "A" and Schedule "B" in the United States of America and all other countries of the world entitled Assignment Agreement and dated November 20, 1998 (attached hereto as Exhibit-5) and pursuant thereto an Assignment was executed by both McMASTER UNIVERSITY and Adrian H. Kitai on September 12 and 7, 2000 respectively;

- 2 -

AND WHEREAS, **GUARD INC.**, whose full post office address is Suite 215, Research Park Centre, 150 Research Lane, Guelph, Ontario N1G 4T2, CANADA, has acquired from **McMASTER UNIVERSITY** all ITS right, title and interest in and to said Inventions and in and to said Patents in the United States of America and all other countries of the world, pursuant to Assignment Agreement dated November 20, 1998 (attached hereto as Exhibit-5):

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration **McMASTER UNIVERSITY** by these presents confirm that IT has sold, assigned and transferred and does hereby sell, assign and transfer unto the said **GUARD INC.**, all ITS right, title and interest to the said patents and said inventions in the United States of America and all other countries of the world, including any and all divisions, continuations, continuations-in-part, re-examinations, renewals, pending applications and/or extension thereof, and all ITS right, title and interest in and to said Patents, including the right to sue for any past infringement;

AND **McMASTER UNIVERSITY** hereby requests that all ITS interest to any and all Letters Patent for said inventions be issued to said **GUARD INC.**, its successors, assigns and legal representatives, or to such nominees as it may designate;

AND **McMASTER UNIVERSITY** hereby authorizes and empowers **GUARD INC.**, its successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for protection of industrial property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from **McMASTER UNIVERSITY**.

AND **McMASTER UNIVERSITY** undertakes to sign such further documents to effect the aforesaid sale, assignment and transfer as may be required from time to time, without reimbursement, but at the expense of **GUARD INC.**.

This assignment shall have effect from 20th day of November, 1998.

GUARD INC.

McMASTER UNIVERSITY

William Tait  
Name: WILLIAM TAIT  
Title: Vice President

Marcel D Mongeon  
Name: Marcel D Mongeon, Director & Legal Counsel  
Title: Office of Research Contracts & Intellectual Property

**DECLARATION OF WITNESS**

I, Paul Henricks, whose full post office address is  
31 Harnesworth Cr, Waterdown ON L0R2H6  
hereby declare that I was personally present and did see William Tait  
Vice President of **GUARD INC.** who is personally known to me duly  
sign and execute the assignment on behalf of **GUARD INC.**

DECLARED at Geolph, this 13<sup>th</sup> day of September, 2000.

Paul Henricks  
(Signature of Witness)

**DECLARATION OF WITNESS**

I, ELIZABETH LAFORNE, whose full post office address is  
148 TERRACE DR. HAMILTON, ON L9A 2Z1  
hereby declare that I was personally present and did see MARCEL MONGEON  
EXEC DIR. ORCIP of **McMASTER UNIVERSITY**, who is personally known  
to me duly sign and execute the assignment on behalf of **McMASTER UNIVERSITY**.

DECLARED at Hamilton, this 12<sup>th</sup> day of September, 2000.

Elizabeth LaForne  
(Signature of Witness)

- 4 -

**SCHEDULE "A"**

<b>Patent Number:</b>	<b>Date of Issue:</b>	<b>Application Number:</b>	<b>Title:</b>
5,585,695	December 17, 1996	08/464,006	THIN FILM ELECTROLUMINESCENT DISPLAY MODULE

- 5 -

**SCHEDULE "B"**

<b>Patent Number:</b>	<b>Date of Issue:</b>	<b>Application Number:</b>	<b>Title:</b>
<b>5,725,801</b>	<b>March 10, 1998</b>	<b>08/674,842</b>	<b>DOPED AMORPHOUS AND CRYSTALLINE GALLIUM OXIDES, ALKALINE EARTH GALLATES AND DOPED ZINC GERMANATE PHOSPHORS AS ELECTROLUMINESCENT MATERIALS</b>
<b>5,768,882</b> (continuation-in-part patent application of 08/674,842)	<b>August 4, 1998</b>	<b>08/789,330</b>	<b>DOPED AMORPHOUS AND CRYSTALLINE ALKALINE EARTH GALLATES AS ELECTROLUMINESCENT MATERIALS</b>
<b>5,897,812</b> (divisional patent application of 08/674,842)	<b>April 27, 1999</b>	<b>08/975,116</b>	<b>DOPED AMORPHOUS AND CRYSTALLINE GALLIUM OXIDES, ALKALINE EARTH GALLATES AND DOPED ZINC GERMANATE PHOSPHORS AS ELECTROLUMINESCENT MATERIALS</b>





# McMASTER UNIVERSITY

OFFICE OF RESEARCH CONTRACTS & INTELLECTUAL PROPERTY

1200 MAIN STREET WEST, HAMILTON, ONTARIO L8N 3Z5 TEL: (905)325-9140 EXT. 22573/22626 FAX: (905)570-0742

## INTELLECTUAL PROPERTY AGREEMENT

THIS AGREEMENT MADE THE 11<sup>th</sup> DAY OF January, 1996  
BETWEEN:

McMASTER UNIVERSITY, a Corporation  
incorporated pursuant to an Act of the Legislative  
Assembly of Ontario;  
OF THE FIRST PART

(referred to hereinafter as the "Assignor")

AND

Dr. Adrien H. Kital  
Associate Professor  
Department of Engineering Physics  
OF THE SECOND PART

(referred to hereinafter as the "Assignee")

WHEREAS the Assignor is in possession of "Electroluminescent Display Connections to Driver Circuits", referred to hereinafter as the "Technology".

AND WHEREAS the Assignee for good and valuable consideration of the sum of \$1.00 of lawful money of Canada and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree with one another as follows:

1. The Assignor hereby does sell, assign and transfer to the Assignee, its successors, assigns, and legal representatives, the entire right, title and interest in Canada and all other countries which may be made to "Technology" in all its communicative and copyrightable forms;
2. The Assignor hereby agrees that when requested, without charge but at the expense of the Assignee, to:
  - (a) carry out in good faith the intent and purpose of this assignment;
  - (b) execute all Rightful Oaths, Assignments, Powers of Attorney and other papers;
  - (c) testify in all legal proceedings;
  - (d) any reasonable act which the said Assignee and Assignor shall consider desirable for aiding in the security, maintenance, and enforcement of proper copyright and for the improvements of "Technology" and for vesting title to "Technology" in the said Assignee.

The Assignor hereby expressly agrees with the Assignee that the Assignor shall receive twenty-five percent (25%) of the net royalties received by the Assignee resulting from the sale, rent, lease, loan, barter or any other transaction pertaining to "Technology". The Assignee hereby expressly agrees with the Assignor that the Assignee will make no claim to the royalty payments received by

Assignor as set forth in the Assignor's Patent and Copyright Policy and Procedure.

The Assignee hereby agrees to indemnify, defend and hold harmless Assignor, and Assignor's respective directors, officers, employees and agents from and against any liability, claim, damages, and expenses arising from acts of Assignee or Assignee's agents or licensees who acquire rights to the Technology.

The Assignor makes no representations and extends no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and validity of patent rights claims, issued or pending.

The Assignor hereby expressly agrees with the Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to any other party by the Assignor, and that full rights conveyed the same as herein expressed is possessed by the Assignor.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date and year first above written.

SIGNED, SEALED & DELIVERED  
In the presence of



Adrian H. Kitei  
Associate Professor  
Engineering Physics

Date: Jan 11 / 96



Mark R. McDermott  
Director  
Office of Research Contracts  
and Intellectual Property/  
Professor of Pathology

Date: Jan 09 / 96

AGREEMENT

This Agreement is made and entered into on  
15th day of March 1996

between

Dr. Adrian Kitai (PRINCIPAL)  
1265 Wilson Street East  
Hamilton, Ontario  
Canada L8S 4K6

and

Dr. Tian Xiao (XIAO)  
981 Main Street West, Apt. 1203  
Hamilton, Ontario  
Canada L8S 1A8

and

Dr. Guo Liu (LIU)  
1716 Main Street West, Apt. 105  
Hamilton, Ontario  
Canada L8S 1G9

WHEREAS PRINCIPAL, XIAO and LIU have developed new phosphor technology  
useful in electroluminescent displays (INVENTIONS) described in patent applications:

1.  $Zn_2 Si_x Ge_{1-x} O_4$ : Mn Phosphors for Electroluminescent Displays

Kitai, Xiao and Liu U.S. Provisional application 60/000,781, Filed 07/09/95.

JK  
05  
AK  
CL

2. Alkaline Earth <sup>and Cadmium</sup> Gallate Phosphors for Electroluminescent Displays  
Kitai, Xiao and Liu Filed 05/01/96 Serial No. 9600225.8, U.K. incomplete  
and  $Ga_2O_3$  phosphors for electroluminescent displays applicatio

WHEREAS McMaster University has assigned right and title in the INVENTIONS to PRINCIPAL, XIAO and LIU in return for a share of royalties derived from successful commercialization of the INVENTIONS as specified in the Intellectual Property Agreement dated 11/01/96 between McMaster University and KITAI, XIAO and LIU and hereto affixed as Schedule A; and

WHEREAS PRINCIPAL has assumed responsibility for the cost of filing patent applications in the United States, and further applications in other countries if deemed appropriate by PRINCIPAL; and

WHEREAS PRINCIPAL and XIAO and LIU desire to cooperate to pursue commercialization of the INVENTIONS for mutual benefit;

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

1. PRINCIPAL shall arrange for and supervise the prosecution, in the United States, and any other countries at the discretion of PRINCIPAL, of the above patent applications and shall also arrange for the maintenance of any issued patents arising therefrom. PRINCIPAL shall consult with XIAO and LIU on the prosecution and maintenance of such patents and shall keep XIAO and LIU reasonably informed of same.
2. PRINCIPAL shall make reasonable efforts, either alone or in agreement entered into with third parties chosen at the sole discretion of PRINCIPAL, to develop, market and/or license the INVENTIONS whether or not patents issue. XIAO and LIU at the reasonable request of PRINCIPAL shall assist PRINCIPAL in the development, marketing and licensing of the INVENTIONS.
3. All costs relating to the protection, development, marketing and/or licensing of INVENTIONS shall be borne by PRINCIPAL and/or by agreement with third parties chosen at the sole discretion of PRINCIPAL. Notwithstanding the foregoing, PRINCIPAL shall not be obligated to protect, develop, market or license the INVENTIONS, if the PRINCIPAL is of the opinion at any time or times that such efforts are not warranted.
4. XIAO and LIU shall assign all rights worldwide to obtain, hold and retain patent protection for the INVENTIONS, and, to develop market and/or license the INVENTIONS, to PRINCIPAL.

5. XIAO and LIU shall without any additional consideration, other than out-of-pocket costs incurred, assist PRINCIPAL and his advisors in the prosecution of the applications for patent and shall sign all necessary legal documents relating to the foregoing. Each party will provide to the other prompt notice as to all matters which come to its attention and which may affect the prosecution of any such applications. XIAO and LIU shall, also without any additional compensation, other than out-of-pocket costs incurred, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitution, renewal and re-issue applications, execute all assignment papers, make all rightful oaths and generally do everything necessary or desirable to assist in obtaining and enforcing proper protection for PRINCIPAL's patents relating to the INVENTIONS in any and all countries.
  
6. PRINCIPAL shall share any payments derived from commercial exploitation of the INVENTIONS, (herein called "ROYALTIES"), whether or not patents issue with XIAO and LIU according to the following scheme:
  - a. PRINCIPAL shall recover from the ROYALTIES all of his costs and expenses incurred in regard to the INVENTIONS, including, without restriction, the out-of-pocket costs of development, protecting, marketing, and licensing, including legal fees and disbursements, and salary payments and overhead reasonably allocable to the development of the INVENTIONS. The amount of the costs and expenses relating to the INVENTIONS shall be determined by the PRINCIPAL, using standard accounting procedures. The PRINCIPAL shall provide XIAO and LIU with a listing of such costs and expenses upon request.
  
  - b. The PRINCIPAL shall distribute the ROYALTY payments actually received by the PRINCIPAL in each calendar year, in excess of the amounts specified in subparagraph (a) above, as follows:
 

Tian XIAO	30 %
Guo LIU	20 %
  
7. XIAO and LIU agree to maintain all CONFIDENTIAL INFORMATION under strict confidentiality for the term of this AGREEMENT. CONFIDENTIAL INFORMATION is defined as all information contained in the above patent applications and all information obtained in the employment of the PRINCIPAL which could materially-affect the prosecution of the patents or any continuation, continuation-in-part, substitution, re-renewal or re-issue applications, and/or commercial exploitation of the INVENTIONS. CONFIDENTIAL INFORMATION does not include information which XIAO and LIU can demonstrate and document that:
  - (a) as of the Effective Date was in the public domain or subsequently enters the public domain without fault on XIAO or LIU's part;

- (b) the parties agree in writing to release from the terms of this agreement.
- 8. The term of the AGREEMENT shall be until the expiration of the latest to issue of any patents granted to the PRINCIPAL in respect of the INVENTIONS, but if no patent issues, then the term of the AGREEMENT will be twenty (20) years from the Effective Date of the AGREEMENT, subject to earlier termination or breach.
- 9. This AGREEMENT shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, or heirs and personal representatives as appropriate.
- 10. This AGREEMENT shall be governed and construed in all respects in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF this AGREEMENT shall be signed by the parties hereto on the dates set below their signatures.

DR. ADRIAN KITAI

DR. TIAN XIAO

Signature:

Adrian Kitai

Signature:

Tian Xiao

Witness:

Mark Sobel

Witness:

Mark Sobel

Date:

March 15, 1996

Date:

March 15, 1996

DR. GUO LIU

Signature:

Guo Liu

Witness:

Mark Sobel

Date:

March 15, 1996

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ATTORNEYS DOCKET NO.: 169-001-P & -002-P

ASSIGNMENT

We, TIAN XIAO and GUO LIU, whose full post office addresses are 981 Main Street West, Apt. 1203, Hamilton, ONTARIO, CANADA, L8S 1A8; and 14925-72 Street, Apt. 530, Edmonton, ALBERTA, CANADA, T5C 0R8; have jointly invented, with ADRIAN H. KITAI, an invention entitled DOPED AMORPHOUS AND CRYSTALLINE GALLIUM OXIDES, ALKALINE EARTH GALLATES AND DOPED ZINC GERMANATE PHOSPHORS AS ELECTROLUMINESCENT MATERIALS, for which the following applications for patent were filed:

(i) U.S. patent application  
Filing Date: JULY 3, 1996  
Serial No.: 08/674,842

and

(ii) PCT international patent application  
Filing Date: JULY 4, 1996  
Serial No.: PCT/CA96/00444

in consideration of Two Dollars (\$2.00) paid to us, the receipt of which is hereby acknowledged, and other good and valuable consideration, we do hereby sell, transfer and assign to ADRIAN H. KITAI, his successors and assigns or nominees, whose full post office address is 1265 Wilson St. East, Hamilton, ONTARIO, CANADA, L8S 4K6, all our rights, title and interest in the designated States and in all other countries of the world in and to our invention as fully described and claimed in the United States and PCT International patent applications, and we sell, assign and transfer to ADRIAN H. KITAI, all our rights to apply for patent on said invention in any and all countries of the world, including any and all divisions, continuations, continuation-in-part, re-examinations, renewals, and or extensions thereof, and all our corresponding rights, title and interest in and to any patents which may issue therefor in any and all countries of the world.

AND WE UNDERTAKE to sign such further documents to effect the aforesaid sale, assignment and transfer as may be required from time to time, without reimbursement, but at the expense of ADRIAN H. KITAI.

SIGNED AT Hamilton

, this 22 day of NOVEMBER, 1996.

Tian Xiao  
TIAN XIAO

DECLARATION OF WITNESS

I, Ian Nicholson whose full post office address is Fidellows Green Postal Outlet, 20 St. near St. QNT, hereby declare that I was personally present and did see TIAN XIAO who is personally known to me to be the person named in the above assignment duly sign and execute the same. 296

DECLARED at Hamilton

, this 22 day of NOVEMBER, 1996.

Ian Nicholson  
(Signature of Witness)

SIGNED AT Fort Saskatchewan

, this 23 day of NOVEMBER, 1996.  
December

Guo Liu  
GUO LIU

DECLARATION OF WITNESS

I, Diana Murray whose full post office address is #6 Dutton Close Sherwood Park, AB hereby declare that I was personally present and did see GUO LIU who is personally known to me to be the person named in the above assignment duly sign and execute the same. 28117

DECLARED at Fort Saskatchewan

, this 23 day of NOVEMBER, 1996.  
December

Diana Murray  
(Signature of Witness)





# McMASTER UNIVERSITY

OFFICE OF RESEARCH CONTRACTS & INTELLECTUAL PROPERTY

1200 MAIN STREET WEST, HAMILTON, ONTARIO L8N 3Z5 TEL: (905)525-9140 EXT. 22879/22826 FAX: (905)570-8742

## INTELLECTUAL PROPERTY AGREEMENT

THIS AGREEMENT MADE THE 11<sup>th</sup> DAY OF February 1996

BETWEEN:

McMASTER UNIVERSITY, a Corporation  
incorporated pursuant to an Act of the Legislative  
Assembly of Ontario;  
OF THE FIRST PART

(referred to hereinafter as the "Assignor")

AND

Dr. Adrian H. Kitai  
Associate Professor  
Department of Engineering Physics  
OF THE SECOND PART

Dr. Tian Xiao  
Post Doctoral Fellow  
Department of Engineering Physics  
OF THE THIRD PART

Dr. Guo Liu  
Post Doctoral Fellow  
Department of Engineering Physics  
OF THE FOURTH PART

(referred to hereinafter as the "Assignees")

WHEREAS the Assignor is in possession of "Oxide Colour Phosphor Materials", referred to hereinafter as the "Technology".

AND WHEREAS the Assignees for good and valuable consideration of the sum of \$1.00 of lawful money of Canada and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree with one another as follows:

1. The Assignor hereby does sell, assign and transfer to the Assignees, its successors, assigns, and legal representatives, the entire right, title and interest in Canada and all other countries which may be made to "Technology" in all its communicative and copyrightable forms;
2. The Assignor hereby agrees that when requested, without charge but at the expense of the Assignees, to:
  - (a) carry out in good faith the intent and purpose of this assignment;

- (b) execute all Rightful Oaths, Assignments, Powers of Attorney and other papers;
- (c) testify in all legal proceedings;
- (d) any reasonable act which the said Assignees and Assignor shall consider desirably for aiding in the security, maintenance, and enforcement of proper copyright and for the improvements of "Technology" and for vesting title to "Technology" in the said Assignees.

The Assignor hereby expressly agrees with the Assignees that the Assignor shall receive twenty-five percent (25%) of the net royalties received by the Assignees resulting from the sale, rent, lease, loan, barter or any other transaction pertaining to "Technology". The Assignees hereby expressly agrees with the Assignor that the Assignees will make no claim to the royalty payments received by Assignor as set forth in the Assignor's Patent and Copyright Policy and Procedure.

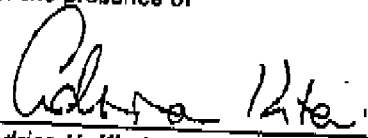
The Assignees hereby agrees to indemnify, defend and hold harmless Assignor, and Assignor's respective directors, officers, employees and agents from and against any liability, claim, damages, and expenses arising from acts of Assignees or Assignees's agents or licensees who acquire rights to the Technology.


The Assignor makes no representations and extends no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and validity of patent rights claims, issued or pending.

The Assignor hereby expressly agrees with the Assignees that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to any other party by the Assignor, and that full rights conveyed the same as herein expressed is possessed by the Assignor.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date and year first above written.


SIGNED, SEALED & DELIVERED  
In the presence of

  
 \_\_\_\_\_  
 Adrian H. Kitei  
 Associate Professor  
 Engineering Physics

  
 \_\_\_\_\_  
 Mark R. McDermott  
 Director  
 Office of Research Contracts  
 and Intellectual Property/  
 Professor of Pathology

Date: Jan 11, 1996

Date: Jan 11, 1996

  
 \_\_\_\_\_  
 Tien Xiao  
 Post Doctoral Fellow  
 Engineering Physics

Date: January 11, 1996

Guo Liu

Guo Liu  
Post Doctoral Fellow  
Engineering Physics

Date: January 11, 1996

**ASSIGNMENT AGREEMENT**

DATED as of the *20<sup>th</sup>* day of November, 1998

**BETWEEN:**

*McMaster University, a corporation incorporated pursuant to an Act of the Legislative Assembly of Ontario*

*(hereinafter referred to as the "Assignor")*

**OF THE FIRST PART**

- and -

*GUARD Inc., organized under the laws of Ontario, Canada with principal offices at Guelph, Ontario*

*(hereinafter referred to as "GUARD")*

**OF THE SECOND PART**

- and -

*Dr. Adrian H. Kitai*

*(hereinafter referred to as "Kitai")*

**OF THE THIRD PART**

**WHEREAS:**

1. The Assignor and Kitai are parties to an earlier Intellectual Property Agreement made the 11th day of January, 1996 (the "Original Agreement").
2. The Original Agreement pertained to the assignment of Assignor's interest in technology described as "Oxide Colour Phosphor Materials".
3. The parties agree that the Original Agreement did not fully and accurately describe the technology (the "Original Technology") which all parties agreed was the subject of the assignment provided for therein.
4. Kitai has received an assignment from his fellow co-inventors Dr. Tian Xiao and Dr. Guo Liu with the result that Kitai now holds all right, title and interest in the Original Technology.

5. Concurrently with this Agreement Kitai will enter into an Assignment Agreement (the "GUARD Assignment") with GUARD Inc. pursuant to which Kitai assigns to GUARD all of Kitai's present and future right, title and interest in the products and invention as currently described in Schedule "B" to this Agreement.
6. The Parties to this Agreement wish to clarify their intentions with respect to the Original Agreement and provide for the assignment of Improvements as defined herein.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**Article One — Interpretation**

- 1.01 For the purposes of this Agreement the following terms shall have the following meanings:
  - (a) "Original Technology" means the original technology which was assigned by the Assignor in the Original Agreement as described in Schedule "A" hereto;
  - (b) "Technology" means the Original Technology and all Improvements to the Original Technology developed as of the date of this Agreement and subsequent to the Original Agreement as described in Schedule "B" hereto;
  - (c) "Improvements" means any improvement discovery, invention, know-how or other development (including Future Improvements) made, developed, discovered or acquired since the date of the Original Agreement and related to the Original Technology (whether or not patentable);
  - (d) "Future Improvements" means any Improvements made after the date of this Agreement, initialled for identification by the parties and attached hereto as Schedule "C" which shall be updated from time to time.

**1.02 Schedules**

The Schedules to this Agreement form part of this Agreement and are as follows:

- Schedule A — Original Technology (redefined)
- Schedule B — Technology (including existing Improvements)
- Schedule C — Future Improvements

**Article Two - Assignment**

**2.01 Assignment**

The Assignor hereby assigns to GUARD all of the Assignor's present and future right, title and interest in the Improvements. The Assignor further agrees to execute all documents

reasonably requested by GUARD from time to time to confirm and record such assignment at GUARD's expense. Kitai hereby consents to the foregoing assignment. Kitai further represents and warrants to GUARD that (a) no third party consents are necessary to perfect such assignment, and (b) immediately prior to the GUARD Assignment, Kitai held all right, title and interest in and to the Original Technology. Each of the Assignor and Kitai shall execute any other written instrument and shall do any other acts reasonably requested by GUARD at GUARD's expense to assist GUARD to perfect this assignment or protect any or all of its rights in the Technology and the Future Improvements including, but not limited to, trade secret, trade mark, trade name, copyright and patent rights both Canadian and foreign. The parties hereby agree that, upon the written request of GUARD, the parties will set out a description of Future Improvements which have been developed subsequent to the date of this Agreement in Schedule "C", initial such schedule for identification, and affix it to this Agreement as a replacement to the then existing Schedule "C".

#### Article Three — Acknowledgements

##### 3.01 Acknowledgements

- (a) The Assignor and Kitai acknowledge that the description of the technology in the Original Agreement is replaced by the more accurate description set out in Schedule "A" to this Agreement.
- (b) The Assignor and Kitai acknowledge and agree that Assignor and Kitai will enter into a separate agreement with respect to any compensation which the Assignor is entitled to with respect to the use, distribution or sale of any products or services incorporating or based upon the Technology and/or Future Improvements and that such separate agreement shall be consistent with the terms and conditions of the Original Agreement. GUARD is hereby released of and in respect of any liability or obligation to the Assignor with respect thereto. Without limitation, in no event will Kitai's breach of any obligation vis-a-vis the Assignor have any impact on the assignment set out in section 2.01 of this Agreement.

#### Article Four — Representations and Warranties

##### 4.01 Representations and Warranties

The Assignor represents and warrants to GUARD that prior to the date of the Original Agreement, it was the owner of all right, title and interest in and to the Original Technology and that, except as set out in section 3.01(a), the assignment in the Original Agreement remains in full force and effect. The Assignor further represents and warrants that it is the owner of all right, title and interest in and to the Improvements developed at the Assignor's facilities, that it has the sole right to grant the assignments under this Agreement free and clear of the rights of third parties, and that there are no outstanding assignments, grants,

licences, encumbrances, obligations or agreements, either written or oral, express or implied, inconsistent with this Agreement. Except as expressly set out herein, the Assignor makes no representations and extends no warranties of any kind either express or implied including but not limited to warranties of merchantability, fitness for a particular purpose or validity of patents.

Article Five — Indemnity

5.01 Indemnity

GUARD hereby agrees to indemnify, defend and hold harmless the Assignor and the Assignor's respective directors, officers, employees and agents from and against any liability, claim, damages and expenses arising from the acts of GUARD or GUARD's agents or licensees who acquire rights to the Original Technology or Improvements.

Article Six — Survival

6.01 Survival

Except to the extent specifically set out in this Agreement (or in any agreement between the Assignor and Kitai) the Original Agreement continues in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

McMaster University

Per: 

Marcel D. Mongeon, Director & Legal Counsel  
Office of Research Contract & Intellectual Property  
GUARD Inc.

Per: 

  
Adrian H. Kitai

Signed, Sealed and Delivered  
in the presence of

  
Witness

CP Doc #. 116391-2

**SCHEDULE A: Original Technology**

1. **Doped Amorphous and Crystalline Gallium oxides, Alkaline Earth Gallates and Doped Zinc Germanate Phosphors as Electroluminescent Materials**

U.S. Patent	5,725,801	Issued: March 10, 1998
PCT Application	PCT/CA96/00444	Filed: July 4, 1996

2. **Thin Film Electroluminescent Display Module**

U.S. Patent	5,585,695	Issued: December 17, 1996
Canadian Application	2,150,270	Filed: June 2, 1995



**SCHEDULE B: Technology**

1. The items identified as items #1 and #2 in Schedule A of this Agreement
2. Doped Amorphous and Crystalline Alkaline Earth Gallates as Electroluminescent Materials
  - U.S. Patent 5,788,882 Issued: August 4, 1998
  - PCT Application PCT/CA98/00043 Filed: January 23, 1998
3. Thin Film Electroluminescence in Highly Anisotropic Oxide Materials
  - U.S. Provisional Patent Application 60/082,619 Filed: April 22, 1998
4. A New Process for Preparing  $Zn_xSiO_4:Mn$  Phosphor for Electroluminescent displays
  - McMaster University Invention Disclosure - November, 1998
5. Thin Film Oxide Phosphor Electroluminescent Devices
  - McMaster University Inventions Disclosure - November, 1998

**SCHEDULE C: Future Improvements  
(as of the date of this Agreement)**

- 5 -

**SCHEDULE "B"**

<b>Patent Number:</b>	<b>Date of Issue:</b>	<b>Application Number:</b>	<b>Title:</b>
5,725,801	March 10, 1998	08/674,842	DOPED AMORPHOUS AND CRYSTALLINE GALLIUM OXIDES, ALKALINE EARTH GALLATES AND DOPED ZINC GERMANATE PHOSPHORS AS ELECTROLUMINESCENT MATERIALS
5,789,882 (continuation-in-part patent application of 08/674,842)	August 4, 1998	08/789,330	DOPED AMORPHOUS AND CRYSTALLINE ALKALINE EARTH GALLATES AS ELECTROLUMINESCENT MATERIALS
5,887,812 (divisional patent application of 08/674,842)	April 27, 1999	08/975,116	DOPED AMORPHOUS AND CRYSTALLINE GALLIUM OXIDES, ALKALINE EARTH GALLATES AND DOPED ZINC GERMANATE PHOSPHORS AS ELECTROLUMINESCENT MATERIALS