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

FORM PTO-1595

(REV. 6-93)

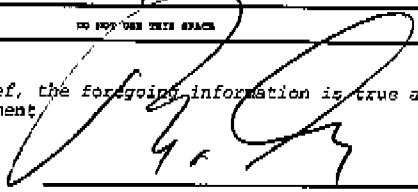
U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

Our Docket No.: 14277

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: The Governing Council of the University of Toronto (10/29/2003)</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)</p> <p>Individual Name: Keith G. Balmain Street Address: 44 Jackes Ave. #1904 City: Toronto, ON M4T 1E5 CANADA</p> <p>Peter C. Kremer Street Address: 5 Terry Court City: Georgetown Canada L7G 1P4</p> <p>Gerald R. Dubois Street Address: 98 Roosevelt Road City: Toronto, CA M4J 4T9 Additional name(s) &amp; address(es) attached? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u></p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</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>SATELLITE CHARGE MONITOR</b></p> <p>A. Patent Application No.(s) _____ B. Patent No.(s) <b>6,844,714</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:</p> <p>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).....\$ <u>40.00</u></p> <p><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> (Attach duplicate copy of this page if paying by deposit account)</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>9/28/2005</u></p> <p>Name of Person signing _____ Signature _____ Date _____</p> <p>Total number of pages including cover sheet, attachments and document: <u>4</u></p>	

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

CH \$40.00 041577 6844714



# University of Toronto

OFFICE OF THE VICE-PRESIDENT, RESEARCH AND ASSOCIATE PROVOST

## ASSIGNMENT OF RIGHTS FROM THE UNIVERSITY OF TORONTO

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**, its successors and assigns (collectively the "Assignor"), and **Keith G. Balmain, Peter C. Kremer, Gerald R. Dubois**, their heirs, executors, administrators and assigns (collectively the "Assignee") covenant and agree as follows:

### 1. Definitions

The following terms have the following meanings in this Assignment:

- (a) **"Net Revenue"** means the royalty, licensing and other revenue the Assignee receives directly or indirectly from all of the Assignee's rights 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 Revenue"** means the fair market value of non-cash consideration the Assignee receives directly or indirectly from all of the Assignee's rights in the Invention.
- (c) **"Invention"** means the **"Satellite Charge Monitor"** described in the confidential intellectual property disclosure attached as Appendix A, but does not include any improvements, enhancements, derivatives or other modifications thereto created after the date of execution of this Assignment.
- (d) **"Aggregate Revenue"** means the aggregate of Net Revenue plus Equivalent Revenue.

### 2. Assignment of Rights

The Assignor 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), that the Assignor 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 every country, the right to receive any letters patent that may issue from any such applications and the right to sell or license the Invention subject to the **University Collaboration Agreement dated January 1, 1998 with the Centre for Research in Earth and Space Technology (CRESTech)**.

**3. Licence to Use**

Notwithstanding the rights granted above, the Assignor retains a perpetual, irrevocable, royalty-free, non-exclusive licence to use the Invention for research, educational and administrative purposes.

**4. Assignor's Share of Revenue**

In consideration for the rights granted to the Assignee above, the Assignee shall pay the Assignor 25% of the Aggregate Revenue (the "Assignor's Share of Revenue").

**5. 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 Revenue and Equivalent Revenue received 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.

**6. Annual Report**

The Assignee shall provide an annual report outlining the patent, license and ownership status of the Invention to the Assignor on or before the thirtieth day following the anniversary of the execution of this Assignment.

**7. Accounting Records**

The Assignee shall maintain proper accounting records in respect of the Net Revenues and Equivalent Revenues (the "Records"). The Assignor and/or its representatives may inspect and make copies of the Records at the Assignor's own expense. If the inspection reveals that Aggregate Revenue has been understated by more than 5%, the Assignee shall pay the costs of such inspection if the Assignee did not uncover and correct such understatement. If the Assignee does not maintain satisfactory Records according to generally accepted accounting principles, the Assignor may, without the Assignee's consent, engage a firm of chartered accountants (the "Accountants") to maintain the Records at the Assignee's expense. In fulfilling their responsibilities, the Accountants may notify any interested person to direct payment of any Net Revenue and Equivalent Revenue to the Accountants and the Accountants may deduct their fees for their services from the share of the Aggregate Revenue payable to the Assignee.

**8. Indemnity**

The Assignee shall 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, except where such claims or demands are caused by the Assignor's use of the Invention under section 3 above.

**9. Release**

Save and except for the right to enforce the terms of 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 Assignor's prior written consent, such consent not to be unreasonably withheld. Any such purported assignment, license or amendment made without the Assignor's consent shall be void and of no force or effect.

**11. Use of Name**

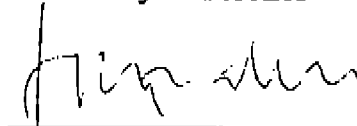
The Assignee shall not use the name of the Assignor or any part thereof, nor any modification or abbreviation thereof, or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof, without the Assignor's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

**12. Miscellaneous**

Titles used in this Assignment are for purposes of convenience only and shall not be used in the interpretation of this Assignment. The attached appendix forms part of this Assignment.

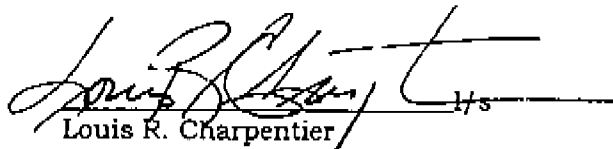
Executed at Toronto, Ontario this 29<sup>th</sup> day of October, 2003

**The Governing Council of the  
University of Toronto**



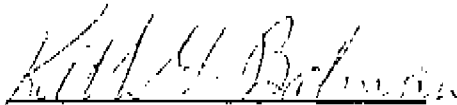
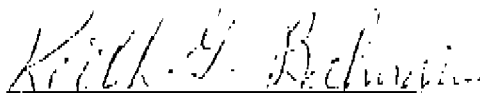
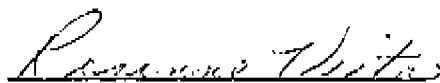
John R.G. Challis, F.R.S.C.

Vice-President, Research and Associate Provost

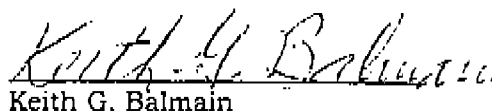


Louis R. Charpentier  
Secretary

**Witness**



**Inventor(s)**



Keith G. Balmain



Peter C. Kremer



Gerald R. Dubois