

CUSTOMIZED
Form PTO-1595 (Rev. 08/05)

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

**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 addresses below.

☒ Via Facsimile

Docket No.: P07731US01/RFH

1. Name of conveying party(ies):

WILLIAMS, Kevin
BERGERON, Denis

BOURGET, Daniel
CRONIN, Duane
SALISBURY, Christopher

2. Name and address of receiving party(ies):

Name: Her Majesty the Queen as Represented by the Minister of National Defence of
Her Majesty's Canadian Government

Street Address: Ottawa

City + Address: Ontario, CANADA

3. Nature of conveyance

☒ Assignment

☐ Merger

☐ Change of Name

☐ Security Agreement

☐ Other:

Execution Date(s):

December 8, 2003

December 8, 2003

May 8, 2006

May 16, 2006

May 24, 2006

4. Application number(s) or patent number(s)

☐ This document is filed together with a new application.

A. Patent Application No.(s)

10/648,793

B. Patent No.(s)

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

Name: Ross F. Hunt, Jr.

STITES & HARBISON PLLC • 1199 North Fairfax St. • Suite 900 • Alexandria, VA 22314-1437

Telefax: 703-739-9577 • Telephone: 703-739-4900 • CUSTOMER NO. 00881

6. Total number of applications and patents involved:

#1

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

☒ Authorized to be charged by attached CREDIT CARD PAYMENT FORM (PTO-2038)

(Any insufficiency of fee herewith is authorized to be charged to Deposit Account No. 12-0555)

\$40.00

8. Payment Information

Credit Card: Last 4 Numbers 1009

Expiration Date: 12/09

9. Signature:

Ross F. Hunt, Jr. 24,082

Name of person signing



Signature

June 16, 2006

Date

Total number of pages including cover sheet, attachments and documents: 13

Documents to be recorded (including cover sheet) should be faxed to 571-273-0140; or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450 For
assistance call: 571-272-3350

234LT:6060:32619:1:ALEXANDRIA

OP \$40.00 10648793

700270974

PATENT
REEL: 017810 FRAME: 0694

ASSIGNMENT

WHEREAS WE, Kevin Williams, Daniel Bourget and Denis Bergeron, whose full post office addresses are: 4650 rue du Golf, Quebec City, Quebec, Canada, G2A 1G7; and 41 McCune, Stoneham, Quebec, Canada, G0A 4P0; and 1369 Orillia Street, Ottawa, Ontario, Canada, K1H 7N6, respectively, are co-inventors of an invention entitled: "SIMPLIFIED BIOFIDELIC LOWER LEG SURROGATE " in respect of which an application for Letters Patent has been filed in the United States Patent Office on 27 August 2003 under Serial No. 10/648,793;

AND WHEREAS said invention was made while acting within the scope of our employment with Her Majesty the Queen as represented by the Minister of National Defence of Her Majesty's Canadian Government (hereinafter ASSIGNEE) having his principal office and place of business at Ottawa, Ontario, Canada, is desirous of acquiring an interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, and for the sake of greater certainty in this matter, we do hereby sell and assign to Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence of Her Majesty's Canadian Government any and all such right, title and interest that we may have in and to the said invention and in and to any and all Letters Patent that may be granted or issued from time to time, in Canada, the United States of America, its territories and possessions, the United Kingdom, and all other countries with respect to the said invention or any part thereof;

AND we hereby authorize and request the Commissioner of Patents or the Comptroller (as the case may be) to issue said Letters Patent to the said ASSIGNEE, for his interest as ASSIGNEE, his successors, assigns and legal representatives;

AND we agree that, when requested, we will without charge to the said ASSIGNEE but at his expense, sign all papers, take all rightful oaths and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in Canada, the United States and all other countries, and for vesting title thereto in the said ASSIGNEE, his successors, assigns and legal representatives or nominees;

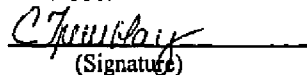
AND we authorize and empower the ASSIGNEE, his successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for said invention filed by him or them, the benefit of the right of priority provided by the International Convention for the 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 us, and we hereby assign all our rights to claim such priority in any country from the first application for said invention;

AND we hereby consent that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and particularly in proof of right of ASSIGNEE or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, whereby any convention which may henceforth be substituted for it.

SIGNED at Quebec, Province of Quebec Canada,
this 16 day of May, 2006


Kevin Williams

WITNESS:

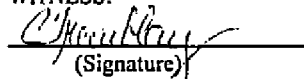

(Signature)

Christine Tremblay
(Name typed or printed)

SIGNED at Quebec, Province of Quebec Canada,
this 24 day of May, 2006


Daniel Bourget

WITNESS:


(Signature)

Christine Tremblay
(Name typed or printed)

SIGNED at....., Province ofCanada,
this day of 2006

Denis Bergeron

WITNESS:

(Signature)

(Name typed or printed)

ASSIGNMENT

WHEREAS WE, Kevin Williams, Daniel Bourget and Denis Bergeron, whose full post office addresses are: 4650 rue du Golf, Quebec City, Quebec, Canada, G2A 1G7; and 41 McCune, Stoneham, Quebec, Canada, G0A 4P0; and 1369 Orillia Street, Ottawa, Ontario, Canada, K1H 7N6, respectively, are co-inventors of an invention entitled: "SIMPLIFIED BIOFIDELIC LOWER LEG SURROGATE " in respect of which an application for Letters Patent has been filed in the United States Patent Office on 27 August 2003 under Serial No. 10/648,793;

AND WHEREAS said invention was made while acting within the scope of our employment with Her Majesty the Queen as represented by the Minister of National Defence of Her Majesty's Canadian Government (hereinafter ASSIGNEE) having his principal office and place of business at Ottawa, Ontario, Canada, is desirous of acquiring an interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, and for the sake of greater certainty in this matter, we do hereby sell and assign to Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence of Her Majesty's Canadian Government any and all such right, title and interest that we may have in and to the said invention and in and to any and all Letters Patent that may be granted or issued from time to time, in Canada, the United States of America, its territories and possessions, the United Kingdom, and all other countries with respect to the said invention or any part thereof;

AND we hereby authorize and request the Commissioner of Patents or the Comptroller (as the case may be) to issue said Letters Patent to the said ASSIGNEE, for his interest as ASSIGNEE, his successors, assigns and legal representatives;

AND we agree that, when requested, we will without charge to the said ASSIGNEE but at his expense, sign all papers, take all rightful oaths and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in Canada, the United States and all other countries, and for vesting title thereto in the said ASSIGNEE, his successors, assigns and legal representatives or nominees;

AND we authorize and empower the ASSIGNEE, his successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for said invention filed by him or them, the benefit of the right of priority provided by the International Convention for the 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 us, and we hereby assign all our rights to claim such priority in any country from the first application for said invention;

AND we hereby consent that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and particularly in proof of right of ASSIGNEE or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, whereby any convention which may henceforth be substituted for it.

SIGNED at....., Province ofCanada,
this day of 2006

Kevin Williams

WITNESS:

(Signature)

(Name typed or printed)

SIGNED at....., Province ofCanada,
this day of 2006

Daniel Bourget

WITNESS:

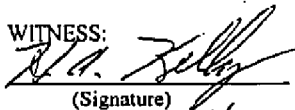
(Signature)

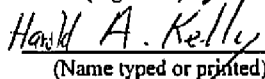
(Name typed or printed)

SIGNED at.....~~OTTAWA~~....., Province of~~ONTARIO~~.....Canada,
this~~2nd~~..... day of~~MAY~~..... 2006


Denis Bergeron

WITNESS:


(Signature)


(Name typed or printed)

2 / 2

ASSIGNMENT

We, Duane Cronin and Christopher Salisbury, whose full post office addresses are 818 Birchmount Drive, Waterloo, ON N2V 2R3 and 767 Brandenburg Blvd., Waterloo, ON N2T 2X1, respectively

in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell and assign to Her Majesty the Queen in Right of Canada as Represented by the Minister of National Defence of Her Majesty's Canadian Government, whose full post office address is 101 Colonel By Drive, Ottawa, ON K1A 0K2

all our interest in Canada in and to our invention relating to

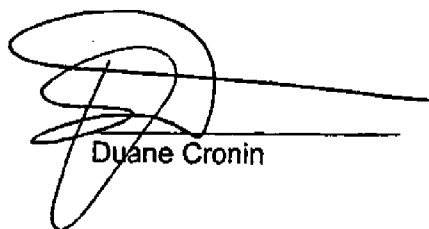
SIMPLIFIED BIOFIDELIC LOWER LEG SURROGATE

as fully described and claimed in Application Serial No. 2,438,950 filed August 28, 2003 for such invention, and to all our corresponding right, title and interest in and to any patent which may issue therefor.

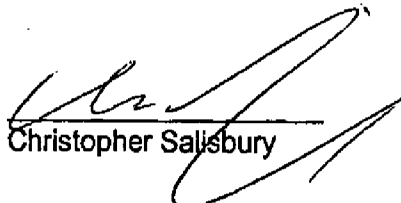
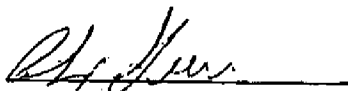
IN WITNESS WHEREOF, we hereunto set our hand and seal

this 8th day of December, 2003.

WITNESS(ES):


Duane Cronin

and this 8th day of December 2003.


Christopher Salisbury

AGREEMENT

THIS AGREEMENT for transfer of certain rights relating to Biofidelic Leg Technology, made in triplicate this 5th day of December, 2003

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
acting through and represented by the Minister of the Department of National Defence
(DND), having its headquarters at 101 Colonel By Drive, Ottawa, Ontario, K1A 2K0;
(hereinafter "Canada");

- and -

Duane Cronin
818 Birchmount Drive
Waterloo ON N2V 2R3

(hereinafter "Cronin");

- and -

Christopher Salisbury
767 Brandenburg Blvd
Waterloo ON N2T 2X1;

(hereinafter "Salisbury");

WHEREAS in consequence of design and development under the direction and at the expense of Canada there has been developed Intellectual Property including inter alia copyright information, software, source code, object code, documentation, technical designs, hardware, trade secrets and know-how, patented and unpatented, relating to "Simplified Biofidelic Lower Leg Surrogate" (hereinafter "Biofidelic Leg"), more particularly described in DND file 1416-02/023CAN, including the Public Servant Report of an Invention, dated 2 July 2002;

AND WHEREAS Kevin V. Williams, Daniel Bourget, Duane Cronin, Denis Bergeron and Christopher Salisbury created Intellectual Property in the Biofidelic Leg Technology which was reported to the Minister of the Department of National Defence 2 July 2002, pursuant to section 4 of the *Public Servants Inventions Act*;

AND WHEREAS the interest arising from the Public Servant Inventors, Kevin V. Williams, Daniel Bourget, and Denis Bergeron, in the Biofidelic Leg Technology is owned by the Crown and such ownership was certified 8 July 2002, pursuant to section 5 of the *Public Servants Inventions Act*;

AND WHEREAS Canada is desirous of acquiring all ownership, interest and Intellectual Property rights to the Biofidelic Leg Technology;

AND WHEREAS Canada and Cronin and Salisbury agree, as pursuant to Annex D of Agreement 1901-1 (DREV BDO) BDA0120, to the assignment of all ownership, interest and Intellectual Property rights vested in Cronin and Salisbury to the Biofidelic Leg Technology, on the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual premises, covenants, terms and conditions hereinafter set forth, and for other good and valuable consideration (the receipt and sufficiency of which are hereby mutually acknowledged), the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** The following terms shall have the following respective meanings for the purposes of this Agreement:

- (a) "Agreement", "hereto", "hereof", "herein", "hereunder" and similar expressions mean this Agreement;
- (b) "Business Day" means any day, other than a Saturday, Sunday, statutory or a civic holiday, observed in the Province of Ontario;
- (c) "Effective Date" means the date of execution of this Agreement by Canada;
- (d) "Intellectual Property" (IP) means rights relating to
 - (i) literary, artistic and scientific works,
 - (ii) inventions in all fields of human endeavour (which may or may not be patented),
 - (iii) scientific discoveries,
 - (iv) technical information, know-how, show-how and trade secrets,
 - (v) industrial designs,
 - (vi) trade marks, service marks and commercial names and designations,
 - (vii) layout designs of semiconductor integrated circuits (integrated circuit topography), and

all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

- (e) "Biofidelic Leg Technology" means the Intellectual Property and technologies, and all related documentation, including all patent applications and Letters Patent applicable thereto which may be granted or issued from time to time by any country or economic union with respect to the Biofidelic Leg Technology or any part thereof, as set out in DND file 1416-02/023CAN, including the Public Servant Report of an Invention, dated 2 July 2002;

- (f) **"Parties"** means Cronin, Salisbury, and Canada collectively and **"Party"** means any one of them.

ARTICLE 2: ASSIGNMENT

- 2.1 Assignment of Biofidelic Leg Technology.** Subject to the terms and conditions of this Agreement, Cronin and Salisbury hereby irrevocably grants, assigns, transfers, conveys and sets over to Canada all right, title and interest in and to the Biofidelic Leg Technology and all right, title and interest in and to any and all Letters Patent that may be granted or issued from time to time by any country or economic union with respect to the Biofidelic Leg Technology or any part thereof. Cronin and Salisbury also hereby irrevocably and permanently waives any and all moral rights, as this term is defined in the *Copyright Act*, R.S.C. 1985, Chap. C-42, in and to the Biofidelic Leg Technology and any part thereof.
- 2.2 Protection.** Cronin and Salisbury hereby authorizes and empowers Canada, its successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of Intellectual Property right protection for the Biofidelic Leg, Technology or any part thereof, filed by Canada or them, the benefit of the right of priority provided by the International Convention for the 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 Cronin and Salisbury, and Cronin and Salisbury hereby assigns all his rights to claim such priority in any country from the first application for the Biofidelic Leg Technology.
- 2.3 Consent.** Cronin and Salisbury hereby consents that a copy of this Agreement shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or economic union for any purpose and particularly in proof of right of Canada or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 2.4 Acts.** Cronin and Salisbury agrees that they will, when requested, without charge to Canada but at Canada's expense, sign all papers, take all rightful oaths and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or any other form of Intellectual Property right protection for the Biofidelic Leg Technology, or any part thereof, in any country or economic union, and for vesting title thereto in Canada, its successors, assigns and legal representatives or nominees.

ARTICLE 3: GENERAL

- 3.1 **Amendment.** This Agreement may be amended only by written agreement executed by all Parties.
- 3.2 **Binding Agreement.** This Agreement is a legal and valid obligation binding on each Party and is enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by each Party does not conflict with any agreement, instrument or understanding, oral or written, to which each Party is a party or by which either Party may be bound, not violate any law or regulation of any court, governmental body or administrative or other agency having authority over either Party.
- 3.3 **Effective Date.** All the rights, duties and obligations of the Parties set forth in this Agreement shall commence and be in full force and effect from the Effective Date.
- 3.4 **Entire Agreement.** This Agreement and the agreements contemplated herein or therein, supersedes all prior agreements, understandings, negotiations and discussions between the Parties, whether oral or written, and constitutes the entire agreement between the Parties with respect to the Subject Technology.
- 3.5 **Enurement and Binding Effect.** This Agreement and everything contained herein shall enure to the benefit of and be binding upon the permitted successors and assigns of the Parties hereto.
- 3.6 **Jurisdiction.** This Agreement shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to its rules on the conflict of laws. Each Party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.
- 3.7 **Independent Contractors.** Each of the Parties hereto is acting as an independent contractor and nothing in this Agreement shall be deemed to constitute either of the Parties a partner or member of a joint venture with or an agent of the other Party and neither Party has any express or implied right or authority to assume or create any legal obligations or responsibilities on behalf of, or in the name of, the other Party.
- 3.8 **Notice.** All notices, other documents and communications shall be given to the Parties at the addresses specified in this Article. Unless otherwise provided in this Agreement, all documents and communications shall be in writing and may be delivered by mail, or by facsimile as follows:

FOR CANADA:

Attention:

Director, Business Development Office
Defence R&D Canada
305 Rideau Street, 8th Floor
Ottawa, Ontario K1A 0K2

Tel No.: (613) 995-8022

Fax No.: (613) 990-1205


FOR Cronin :


Duane Cronin
818 Birchmount Drive
Waterloo ON N2V 2R3
Tel No.:


FOR Salisbury:

Christopher Salisbury
767 Brandenburg Blvd
Waterloo ON N2T 2X1;
Tel No.:

A notice shall be deemed to have been sent and received on the day it is delivered personally or on the next Business Day if delivered by courier or, if telecopied, on the day transmission is confirmed. If such day is not a Business Day or if the notice is received after ordinary office hours (time at place of receipt), the notice shall be deemed to have been sent and received on the next Business Day. Any Party may change its address for the purpose of this Agreement by notice in writing to the other Party as provided herein.


Canada

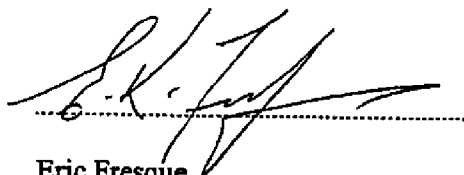

Cronin


Salisbury

- 3.9 **Severability.** The various provisions of this Agreement shall be considered legally severable. If any provision or portion of this Agreement is determined to be unenforceable or prohibited by any applicable treaty, law or regulation such provision or portion shall be modified to conform with said applicable treaty, law or regulation and the original intent of the Parties. The remaining provisions shall remain in full force and effect providing the intent of the Agreement is not substantially changed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in triplicate by their proper officers, duly authorized to act on their behalf.

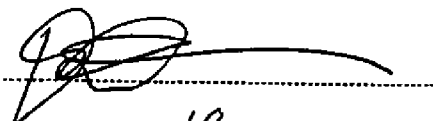
FOR CANADA:



Eric Fresque
Director Business Development Office
for Deputy Minister of National Defence

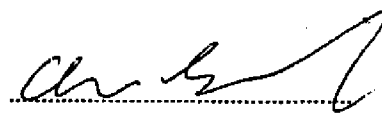
Signed and Sealed this 5th day
of December, 2003.

FOR Cronin:



Signed this 18 day
of November, 2003.

FOR Salisbury:



Signed this 17th day
of November, 2003.