

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Saskatchewan	03/05/2001
RECEIVING PARTY DATA	
Name:	University of Saskatchewan Technologies Inc.
Street Address:	110 Gymnasium Place
Internal Address:	Box 5000 RPO University
City:	Saskatoon, Saskatchewan
State/Country:	CANADA
Postal Code:	S7N 4J8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6852541
CORRESPONDENCE DATA	
Fax Number:	(516)228-4975
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5162288484
Email:	wgreenseich@dilworthbarrese.com
Correspondent Name:	Wendy A. Greenseich
Address Line 1:	333 Earle Ovington Boulevard
Address Line 2:	Dilworth & Barrese, LLP
Address Line 4:	Uniondale, NEW YORK 11553
ATTORNEY DOCKET NUMBER:	1103-2
NAME OF SUBMITTER:	Wendy A. Greenseich
Total Attachments: 7 source=2 Assignment U of S to UST#page1.tif source=2 Assignment U of S to UST#page2.tif	

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ASSIGNMENT OF AN INVENTION

THIS ASSIGNMENT made the 5th day of March, 2000.

BETWEEN:

UNIVERSITY OF SASKATCHEWAN, a corporation pursuant to an Act of the
Legislature for the Province of Saskatchewan,

(hereinafter called the "Assignor")

OF THE FIRST PART

- and -

UNIVERSITY OF SASKATCHEWAN TECHNOLOGIES INC., a Saskatchewan
corporation with offices at Saskatoon, Saskatchewan,

(hereinafter called the "Assignee")

OF THE SECOND PART

WITNESS WHEREAS:

- A. Assignor and Assignee are parties to an agreement dated June 5th, 1992 and titled "Technology Access Agreement" (the "Principal Agreement");
- B. The Principal Agreement provides, amongst other things, that the parties may enter into further agreements assigning to Assignee the Assignor's interest in certain Inventions, as that term is defined therein;
- C. The employee or employees of Assignor, or other inventor or inventors identified in Exhibit "A" (collectively hereinafter referred to as the "Innovator") have developed, discovered or invented, as the case may be, the items more particularly described in Exhibit "A" (hereinafter described as the "Invention"); and
- D. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to obtain title to the Invention so that Assignee may undertake the commercial exploitation of the Invention or the tangible embodiments thereof, as the case may be.

NOW THEREFORE in consideration of the premises and the payments and mutual obligations hereinafter described, the receipt and sufficiency of which consideration is acknowledged, the parties agree as follows:

ARTICLE I - INTERPRETATION

1.01 In this Agreement, the following terms shall have the following meanings:

- (a) The term of this "Agreement" means the Assignment of Invention;
- (b) "Invention Agreement" means the agreement entered into between the Innovator and Assignor pursuant to the provisions of the collective bargaining agreement between Assignor and the Faculty Association for the University of Saskatchewan, and any successor to such collective bargaining agreement, the Memorandum of Agreement between the Innovator and the Assignor, or any other agreement which gives the University right and title to an Invention (as described herein);
- (c) "Innovator" has the meaning given that term by Recital C;
- (d) "Invention" has the meaning given that term by Recital C;
- (e) "Registrations" means those patents, patent applications, copyright registrations, plant breeders' rights, industrial designs, registered topographies or other registrations and proceedings of any description provided for the legal protection of Assignor's rights in the Invention that are more particularly described and listed in Exhibit "B".

1.02 The division of this Agreement into articles and clauses and the insertion of headings is for the convenience of reference only and shall not affect the interpretation or construction of this Agreement.

1.03 In this Agreement, where the context requires or permits, words importing the masculine gender shall include the feminine and neuter genders, and words importing the plural shall include the singular and vice versa, and the words "person" and "persons" shall include corporations, partnerships and all other entities of whatever nature and description. Furthermore, all references in this Agreement to a clause or article shall be a reference to the appropriate clause or article of this Agreement unless specifically stated otherwise.

1.04 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter. No representative of the Parties has been authorised to make any representation, warranty or promise not contained in this Agreement. This Agreement may not be amended or modified in any way except by written agreement executed by the Parties.

1.05 This Agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan and of the Dominion of Canada as applicable therein. All judicial proceedings taken in respect to this Agreement shall be taken in the Courts of the Province of Saskatchewan, and the parties irrevocably agree to the jurisdiction of the Courts for the Province of Saskatchewan.

1.06 This Agreement may be executed in counterparts, and each such executed counterpart shall constitute an original copy of this Agreement for all purposes.

ARTICLE II - ASSIGNMENT OF INVENTION AND PATENTS

2.01 Subject to the terms and conditions of this Agreement, Assignor sells, assigns, transfers and conveys the Invention and the Registrations, if any, to Assignee, free of all liabilities and encumbrances of any description (except such liabilities and encumbrances as have been disclosed and accepted by Assignee), and Assignee accepts the Invention and the Registrations from Assignor in accordance with the terms and conditions of this Agreement.

2.02 Assignor and Assignee shall execute and deliver all such further documents as may be required to transfer and assign Assignor's entire right, title and interest in and to the Invention and the Registrations to Assignee. Furthermore, Assignor and the Innovators shall cooperate with Assignee in prosecuting the applications for Registrations at no additional cost, other than reimbursement for out-of-pocket expenses approved by Assignee.

ARTICLE III - ASSUMPTION OF OBLIGATIONS

3.01 Assignee hereby assumes Assignor's obligations to the Innovator pursuant to the Invention Agreement. The Innovator hereby acknowledges such assumption and releases Assignor of all its obligations pursuant to such Agreement as and from the execution of this Agreement. Assignee acknowledges to and in favour of Assignor that such assumption obligates Assignee to, amongst other things, pay to the Innovator, Fifty (50%) percent of all revenue that Assignee derives from the Invention and the Registrations net of Assignee's expenses incurred.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

4.01 Assignor represents and warrants that:

- (a) Assignor has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby;
- (b) Assignor is the owner of the entire right, title and interest in and to the Invention and the Registrations, and can transfer the title thereto to Assignee free and clear of any liens, pledges, security interests or other encumbrances of any description except as have been disclosed to Assignee and accepted by it.

4.02 Assignee shall use commercially reasonable efforts to proceed with the development and commercialisation of the Invention with a view to maximising the amount payable to Innovator pursuant to the Invention Agreement.

ARTICLE V - DISCLAIMER OF WARRANTY

5.01 Assignee acknowledges that nothing in this Agreement is or shall be construed as being a representation or warranty by the Assignor, whether express or implied, as to the merchantability or fitness for a particular purpose of the Invention, nor representation or



warranty that Assignor shall bear any liability to Assignee of any description arising from any loss or damage sustained, directly or indirectly, by Assignee, its employees or any third parties, which loss or damage arises from the use by Assignee or its employees of any third parties of the Invention or tangible embodiments thereof.

ARTICLE VI - INDEMNITY

6.01 Assignee shall indemnify, hold harmless and defend Assignor and its officers, employees and agents, from all claims arising out of the exercise by Assignee of any of the rights granted to it under this Agreement, of the use by Assignee or its employees or any third party of the Invention or the tangible embodiments thereof, including, without limitation, any loss or liability associated with death or other personal injury to a person or damage to property.

ARTICLE VII - MISCELLANEOUS

7.01 Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent may not be unreasonably withheld.

7.02 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and any permitted assigns.

7.03 All notices, demands or the writings required or permitted to be given under this Agreement by either party may be given by letter sent by double registered mail, postage prepaid, addressed as follows:

(a) to Assignor:

Office of Research Services
RM 210, 117 Science Place
University of Saskatchewan
Saskatoon, Saskatchewan
Canada S7N 5C8

(b) to Assignee:

University of Saskatchewan Technologies Inc.
RM 304, 117 Science Place
University of Saskatchewan
Saskatoon, Saskatchewan
Canada S7N 5C8

or hand delivered to the above addresses or sent by electronic means. If mailed, such notice shall be deemed to have been given on the seventh (7th) business day following the date of posting, and if delivered personally or by electronic transmission, on the date of delivery if such date is a business day or the first business day after delivery. Either party may change its address for service from time to time by giving advance notice in writing to the other party.

04 This is a contract between separate legal entities, and neither party is the agent of the other for any purposes whatsoever, and nothing in this Agreement does or shall directly or indirectly constitute either party as the agent of the other for any purposes.

IN WITNESS WHEREOF, Assignor has hereunto affixed its corporate seal attested to by the hands of its duly authorised officers in that behalf on the 8th day of MAR, 2000. 2001 mw

UNIVERSITY OF SASKATCHEWAN

Per: [Signature]
Chair, Board of Governors

Per: [Signature]
Sec. Secretary, Board of Governors

IN WITNESS WHEREOF, Assignee has hereunto affixed its corporate seal attested to by the hands of its duly authorised officers in that behalf on the day and year first above written.

UNIVERSITY OF SASKATCHEWAN TECHNOLOGIES INC.

Per: [Signature]

Per: [Signature]

ACKNOWLEDGEMENT

In acknowledgement of the assignment of the Invention by Assignor to Assignee and the corresponding assumption by Assignee of Assignor's obligations under the Memorandum of Agreement between the Innovator and the Assignor, the Innovator has executed this Agreement on the 5 day of March, 2000. mw

[Signature]
Witness

[Signature]
Witness

[Signature]
Bernhard Juurlink

[Signature]
Obayan Adebola

Exhibit A

Inventor: OBAYAN, Adebola, Dept. of Surgery
JUURLINK, Bernhard H., Dept. Anatomy and Cell Biology

Invention: "Rapid Assay for Testing Overall Oxidative Stress" as further described in the
United States patent application filed January 19, 2001.

Exhibit B

See invention disclosure form, received by Assignee April 2000.