

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 Technologies Inc.	02/02/2006
RECEIVING PARTY DATA	
Name:	University of Saskatchewan
Street Address:	Box 5000 RPO University
Internal Address:	110 Gymnasium Place
City:	Saskatoon, Saskatchewan
State/Country:	CANADA
Postal Code:	S7N 4J8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11456843
CORRESPONDENCE DATA	
Fax Number:	(503)595-5301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(503) 595-5300
Email:	nicole.fye@klarquist.com
Correspondent Name:	Klarquist Sparkman, LLP
Address Line 1:	One World Trade Center
Address Line 2:	121 SW Salmon Street, Suite 1600
Address Line 4:	Portland, OREGON 97204-2988
ATTORNEY DOCKET NUMBER:	4810-56910-02
NAME OF SUBMITTER:	Tanya M. Harding

Total Attachments: 4
 source=Assignment (U of S Tech Inc. to U of S)#page1.tif
 source=Assignment (U of S Tech Inc. to U of S)#page2.tif

500132844

PATENT
REEL: 018037 FRAME: 0472

CH \$40.00 11456843

source=Assignment (U of S Tech Inc. to U of S)#page3.tif
source=Assignment (U of S Tech Inc. to U of S)#page4.tif

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective as of the 2nd day of February, 2006 by and between:

University of Saskatchewan Technologies Inc.

a corporation under the laws of Saskatchewan, having an office for the conduct of its business located at
Box 5000 RPO University, 110 Gymnasium Place, Saskatoon, Saskatchewan S7N 4J8
(the "Assignor")

- and -

University of Saskatchewan

a statutory corporation pursuant to *The University of Saskatchewan Act, 1995*, of Saskatchewan,
having an office for the conduct of its business located at Box 5000 RPO University, 110 Gymnasium Place,
Saskatoon, Saskatchewan S7N 4J8
(the "Assignee").

WHEREAS:

- A. The Assignee is the sole holder of all issued and outstanding shares of the Assignor corporation.
- B. The Board of Governors of the University of Saskatchewan, which board is, in accordance with the provisions of *The University of Saskatchewan Act, 1995* of Saskatchewan, responsible for overseeing and directing all matters respecting the management, administration and control of the property, revenue and financial affairs of the Assignee, at a meeting of the said board held in Saskatoon, Saskatchewan on November 9, 2005, passed the special resolution following in respect of the Assignor corporation (the "Corporation"):

"WHEREAS it is desirable that the Corporation be wound-up and dissolved in accordance with the provisions of *The Business Corporations Act* of Saskatchewan,
AND WHEREAS it is desirable that the assets and contractual rights and obligations of the Corporation remaining after discharging all of its obligations currently due and accruing due be distributed in kind to the sole shareholder to the extent that the same are so distributable or, if not so distributable, liquidated.

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation be wound-up and dissolved pursuant to the provisions of *The Business Corporations Act* of Saskatchewan and the directors of the Corporation be and are hereby authorized to enter into all such agreements and execute and deliver all such notices, declarations, filings and other instruments and documents as they in their opinion and on the advice of counsel deem necessary to effect the said liquidation, winding-up, dissolution and distribution."

- C. In furtherance of the foregoing resolution of its sole shareholder, the Assignor has caused to be filed with Corporations Branch of Saskatchewan Justice of the Government of Saskatchewan a Statement of Intent to Dissolve effective February 2, 2006 in accordance with section 204(4) of *The Business Corporations Act*.
- D. The Assignor has discharged and provided reserves sufficient to discharge all of its financial obligations currently due and accruing due.
- E. The parties hereto wish to, by this Agreement, convey to the Assignee all Intellectual Property assets of the Assignor and contractual rights and obligations of the Assignor related to such Intellectual Property..

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

1. Definitions

1.1 In this Agreement, the certain words and terms shall have meanings as follows:

- (a) "Confidentiality Agreements" means each and every agreement in the nature of a contract made between or among the Assignor and one or more third parties under which the Assignor disclosed Information to such third party(ies) in confidence in return for (in whole or in part) a covenant to maintain the secrecy or confidentiality of such Information or use the Information for only a limited purpose(s).
- (b) "[i]ncluding" means including without limitation or prejudice to the generality of any

PATENT

REEL: 018037 FRAME: 0474

description, definition, term or phrase preceding that word and the word "include" and its derivatives will be construed accordingly.

- (c) **"Information"** means all technical, scientific, business, legal and other information possessed or controlled by the Assignor in relation to Intellectual Property, Intellectual Property Rights, Intellectual Property Maintenance Obligations, Intellectual Property Services, Invention/Creation Agreements, License Agreements, or Other Agreements; including all analyses, reports, compilations, data, studies, correspondence, certificates, and other information, knowledge and know how; and including all tangible and machine readable expressions of the foregoing such as, without limitation, documents, correspondence, letters, reports, patent certificates, contracts, forms of contracts, samples, materials, equipment, photographs, sketches, drawings, models, algorithms, software programs and source documents, and design details; and including procurement, manufacturing, and purchasing documents, customer lists, business forecasts, sales, merchandising, and marketing plans, graphics, and computer files expressing, containing or embodying such information
- (d) **"Intellectual Property"** means and includes, whether or not registered, patented, registrable, patentable, or the subject of applications for patent or registration:
- (i) all trade-marks, service marks, trade dress, corporate names, business names and other trade names;
 - (ii) all software, computer programs and computer program code of all types, layouts, interfaces, applications and tools; all databases and database layouts; all works, including literary, artistic, pictorial, graphic, musical, dramatic and audio-visual works, and all compilations thereof; all sound recordings, and other neighbouring rights;
 - (iii) all inventions, arts, processes, machines, manufactures, compositions of matter, developments and improvements on the same;
 - (iv) all formulae, confidential information, proprietary information, trade secrets and know how;
 - (v) all integrated circuit topographies and integrated circuit topography products;
 - (vi) all plant varieties;
 - (vii) all domain names; and
 - (viii) all other intellectual property recognized as such under the laws of Canada or any other jurisdiction of the world.
- (e) **"Intellectual Property Maintenance Obligations"** means each and every obligation, cost and expense that accrues after the Effective Date and that is enforceable in law or in equity for the benefit of a third party and that relates to restitution, reimbursement, or other consideration payable for provision of Intellectual Property Services, including obligations owed to governmental authorities responsible for issuance and administration of Intellectual Property and applications therefore, patent agents, lawyers, other professionals, creators of Intellectual Property under Invention/Creation Agreements, and third parties under License Agreements.
- (f) **"Intellectual Property Rights"** means any and all rights, titles, interests, protections and priority rights throughout the world recognized by law (whether by statute, common law, equity or otherwise) in respect of Intellectual Property, including trade secret and confidential information protection, plant breeders' rights and registrations, patents, copyright and copyright registration, industrial design registration and trade-marks and trade-mark registration and all other registrations or grants of rights analogous thereto.
- (g) **"Intellectual Property Services"** means services in the nature of or in aid of seeking, acquiring, and maintaining patents and/or registrations including pre-patent and pre-registration filings and due diligence, preparation, submission, prosecution and maintenance of applications, and issuance and maintenance of grants of patents and registrations, which services are delivered by third parties, and which services include applying for patent protection, prosecuting patent applications, and maintaining patent applications and registrations in relation to Intellectual Property.
- (h) **"Invention/Creation Agreements"** means each and every agreement entered into between an individual author, maker, inventor, designer, or creator otherwise of Intellectual Property and the University of Saskatchewan giving the said University a right, title or interest in or to any Intellectual Property including any such agreement made pursuant to the collective bargaining agreement between the University and the University of Saskatchewan Faculty Association and

any successor to such collective bargaining agreement, and that policy of the University preferring that each University of Saskatchewan employee and student who is or becomes a creator of certain Intellectual Property should participate equitably with other like creators in a share of that revenue that the University of Saskatchewan receives from commercially exploiting such Intellectual Property.

- (i) "License Agreements" means each and every agreement in the nature of a contract made between or among the Assignor and one or more third parties by which the Assignor has, for the benefit of or to such third party(ies) sold, assigned, transferred, licensed, mortgaged, optioned, charged or otherwise disposed or encumbered Intellectual Property Rights of the of the Assignor.

2. Distribution of Intellectual Property and Intellectual Property Rights by Assignment

- 2.1 Assignment of Intellectual Property Rights. The Assignor does hereby absolutely and irrevocably, sell, assign, transfer, and set over unto the Assignee, its successors and assigns, all Intellectual Property Rights held by the Assignor; the same to be held and enjoyed by the Assignee for its own use and behalf, and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment and sale not been made and the Assignee accepts such conveyance.

- 2.2 Conveyance Back of Rights, Obligations and Etc. Under Invention/Creation Agreements. The parties acknowledge that the Assignee has in the past conveyed to the Assignor its rights, entitlements, obligations, duties and liabilities arising under Invention/Creation Agreements or the Assignor has otherwise undertaken and/or assumed the same. To the extent that said rights, entitlements, obligations and liabilities have been conveyed by any means to the Assignor or to the extent that the Assignor has otherwise undertaken and/or assumed the same or to the extent that the Assignor could, prior to the date of this Agreement, be determined for any cause to be so entitled, obligated or liable, the Assignor does hereby, sell, assign, transfer, and set over unto the Assignee, its successors and assigns, all of the Assignor's said rights, entitlements, obligations, duties and liabilities and the Assignee accepts such conveyance.

- 2.3 Assignment of License Agreements. The Assignor does hereby absolutely and irrevocably, sell, assign, transfer, and set over unto the Assignee, its successors and assigns, all License Agreements including all of the Assignor's rights, entitlements, obligations, duties and liabilities arising under such License Agreements and the Assignee accepts such conveyance.

- 2.4 Assignment of Information. The Assignor does hereby absolutely and irrevocably, sell, assign, transfer, and set over unto the Assignee, its successors and assigns, any and all Information; the same to be held and enjoyed by the Assignee for its own use and behalf, and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment and sale not been made and the Assignee accepts such conveyance.

- 2.5 Assignment of Confidentiality Agreements. The Assignor does hereby absolutely and irrevocably, sell, assign, transfer, and set over unto the Assignee, its successors and assigns, all Confidentiality Agreements including all of the Assignor's rights, entitlements, obligations, duties and liabilities arising under such License Agreements and the Assignee accepts such conveyance.

3. Assumption of Obligations by Assignee

- 3.1 The Assignee does hereby absolutely and irrevocably assume unto itself the entire responsibility for and the burden of all Intellectual Property Maintenance Obligations including all costs of Intellectual Property Maintenance Obligations.

4. Waiver of Warranty

- 4.1 The Assignee acknowledges that nothing in this Agreement is or shall be construed as a representation or warranty of the Assignor as to the merchantability or fitness for a particular purpose of any Intellectual Property; the value, veracity, enforceability, or status of any Information, License Agreement or Confidentiality Agreement, including the absence of any ongoing breach or liability of the Assignor.

5. Miscellaneous


- 5.1 The parties acknowledge that, pursuant to the dissolution of the Assignor corporation in accordance with the provisions of *The Business Corporations Act* of Saskatchewan, the Assignee shall be the


successor to the Assignor corporation at law and that this Agreement is intended to memorialize the disposition of certain assets and contractual rights and obligations of the Assignor corporation in accordance with such succession.

- 5.2 The division of this Agreement into articles and clauses and the insertion of headings and numeration of articles and clauses is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 5.3 In this Agreement, where the context requires or permits, words importing the masculine, feminine or neuter genders shall include the others of them, words importing the plural shall include the singular and vice versa, the words "person" and "persons" shall include corporations, partnerships and all other entities of whatever nature and description, and all references to a clause or article shall be a reference to the appropriate clause or article of this Agreement unless specifically stated otherwise.
- 5.4 Each provision of this Agreement is intended to be severable and if any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision will be severed from this Agreement and will not affect the legality, enforceability or validity of the remainder of any other provision of this Agreement.
- 5.5 The undersigned hereby grant to the Assignee's patent agents, appointed from time to time in respect of Intellectual Property or any of it, the power to insert on the form of this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other Patent Offices in the world for recordation of this document.

IN WITNESS WHEREOF, the Assignor has hereunto affixed its corporate seal attested to by the signature of its duly authorized officer in that behalf given as of the Effective Date hereof.

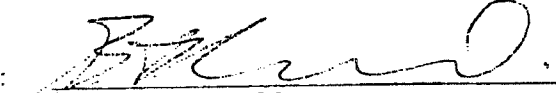
UNIVERSITY OF SASKATCHEWAN TECHNOLOGIES INC.

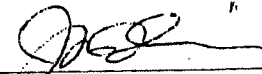
Per: 
Douglas S. Gill, President & CEO, and Director

Per: 
Steven Franklin, Director

IN WITNESS WHEREOF, the Assignee has hereunto affixed its corporate seal attested to by the signatures of its duly authorised officers in that behalf given as of the Effective Date hereof.

THE UNIVERSITY OF SASKATCHEWAN

Per: 
for Chair, Board of Governors

Per: 
for Secretary, Board of Governors