# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **ASSIGNMENT** 

### **CONVEYING PARTY DATA**

Name	Execution Date
Robert F. CASPER	02/10/1987

#### **RECEIVING PARTY DATA**

Name:	Jencap Research LTD.	
Street Address:	76 Glen Road	
City:	Toronto, Ontario	
State/Country:	CANADA	
Postal Code:	M4W2V6	

#### PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6747019
Patent Number:	5585370
Patent Number:	5382573
Patent Number:	5276022

## **CORRESPONDENCE DATA**

Fax Number: (202)371-2540

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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NAME OF SUBMITTER: Katrina Y. Pei Quach

Total Attachments: 4

**REEL: 019111 FRAME: 0090** 

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PATENT REEL: 019111 FRAME: 0091 THIS AGREEMENT made as of the 1042 day of Filbruary 1987.

BETWEEN:

DR. ROBERT F. CASPER, of the City of London, in the County of Middlesex

(hereinafter called the "Vendor")

OF THE FIRST PART

and -

JENCAP RESEARCH LTD., a corporation incorporated under the laws of the Province of Ontario, having its registered office at the City of London, in the County of Middlesex

(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS the Vendor is in the process of having the Purchaser incorporated;

AND WHEREAS the Vendor is the owner of certain rights associated with an invention relating to intrauterine contraceptive device improvements;

AND WHEREAS the Vendor is desirous of selling his rights with respect to the invention to the Purchaser and the Purchaser is desirous of purchasing from the Vendor the said rights;

AND WHEREAS the Purchaser has agreed to purchase the said rights owned by the Vendor on the terms and conditions hereinafter

PATENT REEL: 019111 FRAME: 0092 set forth and in accordance with the provisions of subsection 85(1) of the Income Tax Act (Canada);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, of other good and valuable consideration and the mutual covenants herein contained, the parties hereto agree as follows:

- 1. The Vendor agrees to sell and the Purchaser agrees to purchase, free from encumbrances, (except as hereinafter provided), the following: the Vendor's rights in a certain invention relating to improvements in intrauterine confaceptive devices.
  - 2. The purchase price to be paid for said rights as of the closing, shall be the sum of which is estimated to be the fair market value of the property being transferred.
  - The parties hereto agree that the purchase price shall be paid by the issuance to the vendor of in the capital of the Purchaser.
  - 4. The parties hereto waive the provisions of the Bulk Sales Act of Ontario.

PATENT REEL: 019111 FRAME: 0093

- The parties hereto hereby acknowledge and agree that it is the intention of the parties that the within transaction of purchase and sale shall be in compliance with the provisions of subsection 85(1) of the Income Tax Act (Canada) and the Purchaser does hereby agree to execute all documentation which may be required in order that the Vendor may make the appropriate election to give full effect to the provisions of subsection 85(1).
- adjusted to such greater or lesser amount as may be agreed upon by the Purchaser, the Vendor and any Provincial Department of Revenue or corresponding Department and/or the Department of National Revenue, Taxation, (and failing such agreement as may be determined by any Board or Court of competent jurisdiction) as to the fair market value of the said invention and rights with any adjustment aforesaid reflected through additional or lesser common shares to be issued by the Purchaser or a greater or lesser purchase price to be attributed to the shares issued pursuant to this agreement.
  - 7. These presents are intended to and shall operate as an actual transfer of property hereby agreed to be sold, but, the Vendor shall do, sign, execute all deeds, documents, matters and things which are convenient or necessary or which counsel may advise for more completely and effectually carrying out the

REEL: 019111 FRAME: 0094

intention of these presents and for vesting in the Corporation the property comprised in this agreement.

- 8. The provisions of this Agreement shall be complied and construed in accordance with the laws of the Province of Ontario.
- 9. This Agreement shall constitute the entire agreement between the Vendor and the Purchaser and there are no representations, warranties, collateral agreements or conditions effecting this Agreement other than as expressed herein in writing.
- 10. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns of both the Vendor and the Purchaser.

EXECUTED this 10th day of February. , 1987.

SIGNED, SEALED and DELIVERED )
in the presence of

Robert F Casper

JENCAP RESEARCH LTD.

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PATENT REEL: 019111 FRAME: 0095

**RECORDED: 03/29/2007**