

Docket No.: 17485

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0051-0027 (exp. 5/31/2002)
P08A/REV04

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Research Corporation Technologies Inc.

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

Name: The University of British ColumbiaAddress: University Industry Liaison Office, #1036190 Agronomy Road

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____City: Vancouver State/Prov.: British ColumbiaCountry: Canada ZIP: V6T 1Z3Execution Date: March 30, 2007

Additional name(s) & address(es)

☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.

Filing date

B. Patent No.(s)

10/478,676May 27, 2004

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Xiaochun ZhuRegistration No. 56,311Address: 400 Garden City Plaza-STE 300

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41):.....\$ 40.00☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

19-1013/SSMP

(Attach duplicate copy of this page if paying by deposit account)

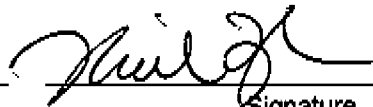
City: Garden City State/Prov.: NYCountry: USA ZIP: 11530

DO NOT USE THIS SPACE

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.*Xiaochun Zhu

Name of Person Signing



Signature

July 25, 2007

Date

5

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

700335116

REEL: 019634 FRAME: 0662

CH \$40.00 191013 10478676

RCT Project No. 239-1793, John Smit – RCT to Institution

PATENT ASSIGNMENT AND AGREEMENT

"EXPRESSION TECHNOLOGY" means any and all techniques, protocols, materials, and other know-how owned by RCT which relate to the INVENTIONS and their practice, and improvements thereto, including without limitation, techniques, protocols, biological materials, and know-how useful for the expression and presentation of proteins by the Caulobacter expression vector technology that is the subject of the INVENTIONS and improvements thereto.

"INVENTORS" mean John Smit, John F. Nomellini and Wade H. Bingle.

"INVENTIONS" means the inventions pertaining to protein expression and presentation from Caulobacter and comprising the inventions that are the subject of the PATENT RIGHTS.

"INSTITUTION" means The University of British Columbia, University Industry Liaison Office, #103 - 6190 Agronomy Road, Vancouver, BC V6T 1Z3, Canada.

"LICENSE AGREEMENT" means the License Agreement made effective July 1, 2005 between RCT and Aqua Bounty Technologies, Inc.

"MATERIAL TRANSFER AGREEMENTS" mean the (i) Material Transfer Agreement with NOAA/West Coast Center for Oceans and Human Health, made effective June 1, 2006, and (ii) Material Transfer Agreement with Yale University, Department of Molecular, Cellular and Developmental Biology, made effective October 5, 2005.

"PATENT RIGHTS" mean:

United States Patent No. 6861245, Issued 3/1/2005
 United States Patent No. 6210948, Issued 4/3/2001
 United States Patent No. 5500353, Issued 3/19/1996
 United States Patent No. 5976864, Issued 11/2/1999
 Australia Patent No. 726384, Issued 2/15/2001
 Australia Patent No. 767831, Issued 3/18/2004

United States Application No. 284238, Filed 11/21/2005
 United States Application No. 743731, Filed 4/25/2001
 United States Application No. 478676, Filed 5/27/2004
 Patent Cooperation Treaty Application No. PCT/CA05/01770, Filed 11/22/2005
 Australia Application No. 2002 257449, Filed 5/22/2002
 Canada Application No. 2090549, Filed 2/26/1993
 Canada Application No. 2175549, Filed 5/1/1996
 Canada Application No. 2247805, Filed 3/10/1997
 Canada Application No. 2334080, Filed 7/14/1999
 Canada Application No. 2447797, Filed 5/22/2002
 European Patent Convention Application No. 97 908 090.0, Filed 3/10/1997
 European Patent Convention Application No. 02 727 117.0, Filed 5/22/2002
 Japan Application No. 532138/97, Filed 3/10/1997
 Japan Application No. 2000-599887, Filed 2/21/2000
 Japan Application No. 2002-592500, Filed 5/22/2002
 Mexico Application No. PA/a/2003/010785, Filed 5/22/2002

"RCT" means Research Corporation Technologies, Inc., 101 North Wilmot Road, Suite 600, Tucson, Arizona 85711-3365.

"2003 AGREEMENT" means that certain Assignment Agreement between RCT and INSTITUTION dated December 12, 2003.

RCT Project No. 239-1793, John Smit - RCT to Institution

1. BACKGROUND.

1.1. The INVENTORS made the INVENTIONS described in the PATENT RIGHTS and assigned their entire right, title and interest in the INVENTIONS and the PATENT RIGHTS to INSTITUTION.

1.2. Pursuant to the 2003 AGREEMENT, INSTITUTION assigned its entire right, title and interest in and to the INVENTIONS, the PATENT RIGHTS and the EXPRESSION TECHNOLOGY to RCT.

1.3. RCT thereafter licensed the INVENTIONS, the PATENT RIGHTS and the EXPRESSION TECHNOLOGY to Aqua Bounty Technologies, Inc. under the LICENSE AGREEMENT.

1.4. RCT thereafter entered into the MATERIAL TRANSFER AGREEMENTS.

1.5. The 2003 AGREEMENT is being terminated, and the INSTITUTION now desires that the INVENTIONS and the PATENT RIGHTS be assigned by RCT to INSTITUTION, subject to the LICENSE AGREEMENT and the MATERIAL TRANSFER AGREEMENTS. RCT has agreed to make such assignment on the following terms and conditions:

2. ASSIGNMENT

2.1. RCT hereby assigns to INSTITUTION RCT's entire right, title and interest in:

- (a) the INVENTIONS;
- (b) the PATENT RIGHTS and all foreign, divisional and continuation, in whole or in part, applications based on the PATENT RIGHTS;
- (c) all patents resulting from the applications described in the PATENT RIGHTS and otherwise described in (b) above; and
- (d) all reissues, extensions, renewals and reexaminations of the patents described in the PATENT RIGHTS and otherwise described in (c) above.

2.2. RCT hereby authorizes and requests the United States Patent Office and other national or regional patent offices throughout the world to issue to the INSTITUTION all patents described in Paragraph 2.1 that may be issued or granted.

2.3. RCT agrees to execute any further lawful documents that INSTITUTION deems reasonably necessary to fully protect INSTITUTION's interest in the INVENTION, the PATENT RIGHTS and the other items described in Paragraph 1.

2.4. RCT represents that it has not granted to anyone any right or license to use or practice under the PATENT RIGHTS, except (a) under this Assignment, (b) under the LICENSE AGREEMENT and (c) under the MATERIAL TRANSFER AGREEMENTS.

2.5. RCT represents that its right, title and interest in and to the PATENT RIGHTS have not been encumbered in any way, except (a) by this Assignment, (b) under the LICENSE AGREEMENT and (c) under the MATERIAL TRANSFER AGREEMENTS, and that no document that conflicts with this Assignment has been or will be signed by RCT.

2.6. INSTITUTION hereby accepts the aforesaid assignments made by RCT under this Section 2 and agrees that:

- (a) RCT shall have no further obligation under the 2003 AGREEMENT or otherwise with respect to the patenting of the INVENTIONS, including the filing, prosecution and maintenance of the PATENT RIGHTS or any other patent applications or patents covering the INVENTIONS;

RCT Project No. 239-1793, John Smit - RCT to Institution

(b) RCT shall have no further obligation under the 2003 AGREEMENT or otherwise with respect to the marketing, licensing, or commercialization of the INVENTIONS, the PATENT RIGHTS, or the EXPRESSION TECHNOLOGY; and

(c) RCT shall have no further obligation with respect to the LICENSE AGREEMENT or the MATERIAL TRANSFER AGREEMENTS.

RESEARCH CORPORATION TECHNOLOGIES, INC.

By:

Shaun A. Kirkpatrick
President & Chief Executive Officer

Date:

March 30, 2007



STATE OF ARIZONA)

ss.

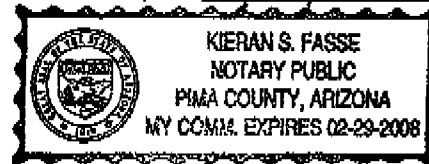
COUNTY OF PIMA)

On this 30 day of March, 2007, before me personally came Shaun A. Kirkpatrick, to me known to be the President and Chief Executive Officer of Research Corporation Technologies, Inc., the assignor named above, and acknowledged that he executed the foregoing instrument on behalf of the assignor and pursuant to authority duly received.

Kieran S. Fasse
Notary Public

My Commission Expires:

2/29/2008



THE UNIVERSITY OF BRITISH COLUMBIA

By:

Name:

Title:

BARBARA M. CAMPBELL

Associate Director

University - Industry Liaison Office

400 Garden City Plaza-Suite 300
Garden City, New York 11530
(516) 742-4343 - Telephone
(516) 742-4366 - Facsimile
e-mail: intprop@ssmp.com

**SCULLY, SCOTT, MURPHY
& PRESSER, P.C.**

Fax

To: RIGHT FAX TRANSMISSION
U.S. Patent & Trademark Office

From: Xiaochun Zhu, Ph.D.

Fax: 571-273-0140

Pages: 6 (including cover)

Phone:

Date: July 25, 2007

Re: Assignment Recordal
US Patent Appl. No. 10/478,676
Our Docket: 17485

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Attached for recordation in the United States Patent & Trademark Office are the following documents:

- 1) Recordation Form Cover Sheet in duplicate**
- 2) Original Assignment Document**
- 3) Authorization to charge deposit account**

Kindly record the same.

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Docket No.: 17485

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☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: **March 30, 2007**City: **Vancouver** State/Prov.: **British Columbia**Country: **Canada** ZIP: **V6T 1Z3**

Additional name(s) & address(es)

☐ Yes ☒ No

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

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10/478,676**May 27, 2004**

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Xiaochun Zhu**Registration No. **56,311**Address: **400 Garden City Plaza-STE 300**City: **Garden City** State/Prov.: **NY**Country: **USA** ZIP: **11530**

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41):.....\$ **40.00**☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

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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.***Xiaochun Zhu**

Name of Person Signing

Signature

July 25, 2007

Date

Total number of pages including cover sheet, attachments, and document:

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Director of the United States Patent and Trademark Office
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PATENT**RECORDED: 07/25/2007****REEL: 019634 FRAME: 0667**