

11-23-2007



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Attorney Docket No. 063101-5004

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11-19-07

1. Name of conveying party(ies): Pageant Technologies (USA) Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Micromem Technologies, Inc. Address: 777 Bay Street, Suite 1910 Toronto, Ontario M5G2C8 Country (if other than USA): CANADA Additional Names(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment Merger Security Agreement Change of Name Other			
Execution Date: November 5, 2007			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) 11/449,027 B. Patent No.(s) 7,110,312 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: MORGAN, LEWIS & BOCKIUS LLP 1111 Pennsylvania Avenue, NW Washington, DC 20004 Customer No. 09629		6. Number of applications and patents involved: 2 7. Total fee (37 CFR 3.41): \$80 Please charge to the deposit account listed in Section 8. 8. Deposit account number: 50-0310	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i>			
Kyle J. Choi Name of Person Signing	41,480 Reg. No.	 Signature	November 19, 2007 Date
Total number of pages including cover sheet:			4

Mail documents to be recorded with required cover sheet information to:

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ASSIGNMENT

WHEREAS, PAGEANT TECHNOLOGIES (USA), INC., a corporation of Utah, whose post office address is 1155 University Boulevard, Albuquerque, NM 87196 (hereinafter referred to as "Assignor"), is a joint owner of the United States patent applications and patents listed in Exhibit A (hereinafter referred to as the "Patent Rights"); and

WHEREAS, MICROMEM TECHNOLOGIES, INC., a corporation of Canada, whose post office address is 777 Bay Street, Suite 1910, Toronto, Ontario M5G2C8 (hereinafter referred to as "Assignee"), is desirous of securing the entire right, title, and interest in and to the Patent Rights in all countries throughout the world;

WHEREAS, Assignor has agreed to assign to Assignee, all of its right, title and interest to Assignee in and to (i) the Patent Rights, (ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations of the foregoing, (iii) all rights corresponding to any of the foregoing throughout the world (including the right to claim the priority date of any of the foregoing), (iv) all inventions and improvements described therein, (v) all rights to sue at law or in equity for any past, present, and future infringement, abuse, misappropriation, violation, or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license, assignment, or other disposition thereof (hereinafter the "Assigned Rights").

NOW THEREFORE, be it known by all whom it may concern that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the agreements between the parties, the receipt and sufficiency of which is hereby acknowledged, the Assignor has agreed to assign, sell, and set over and by these presents does hereby assign, sell, and set over unto the Assignee, its successors, legal representatives and assigns, all of its right, title, and interest in and to the Assigned Rights, the Assigned Rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this Assignment and sale not been made.

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AND, the Assignor hereby covenants that the Assignor has the full right to convey the interest assigned by this Assignment, and the Assignor has not executed and will not execute any agreement in conflict with this Assignment;

AND the Assignor hereby further covenants and agrees that the Assignor will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title of Assignee in the Assigned Rights, including, but not limited to, executing confirmatory assignments, and to obtain Letters Patent therefore in the name of Assignee, and the Assignor hereby authorizes and requests the Commissioner of Patents to issue any such Letters Patent to the Assignee in accordance with this Agreement.

IN TESTIMONY WHEREOF, the Assignor has hereunto set its hand.

Witness:

PAGEANT TECHNOLOGIES (USA), INC.

Full Name of Assignor

Print Name: SALVATORE EUDA

1155 University Boulevard, Albuquerque, NM 87106

Address

Witness:



Assignor's Signature

Print Name: NINA ISSAR

November 5, 2007

Date

Names of additional inventors attached ☐ Yes ☒ No

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Exhibit A

Application No.	Filing Date	Patent No.	Issue Date	Title
		7,110,312	9/19/2006	Non-Volatile Magnetic Memory Device
11/449,027	6/8/2006			Non-Volatile Magnetic Memory Device

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