

09-17-2008

ET Atty. Docket: 9081.0003 (B675 0009)



103525008

To the Director of the U.S. Patents

Send documents or the new address(es) below.

90,51-5

1. Name of conveying party(ies):

Simon Fraser University

Additional name of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Execution Date(s) 9/8/06; 9/8/06; 10/10/06; 10/25/06; 9/8/06

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other: Amendment No. 1 (to Technology Assignment)

2. Name and address of receiving party(ies)

Name: James Maxwell Donelan

Internal Address: _____

Street Address: School of Kinesiology

Simon Fraser University

City: Burnaby

State: British Columbia

Country: Canada

Zip: V5A 1S6

Additional Name(s) & address(es) attached? Yes No

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

A. Patent Application No.(s)

11/990,165

12/150,671

12/150,637

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Kevin L. Russell

Internal Address: Chernoff, Vilhauer, McClung & Stenzel

Street Address: 601 SW Second Ave., Suite 1600

City: Portland

State: OR

Zip: 97204

Phone Number: 503-227-5631

Fax Number: 503-228-4373

Email Address: _____

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

09/16/2008 BYKNE 00000038 11990165

b. Deposit Account Number 03-1550

01 FC:8021

120.00 04

Authorized User Name Chernoff, Vilhauer

9. Signature :

September 11, 2008

Signature

Date

Kevin L. Russell

Total number of pages including cover sheet, attachments, and documents

5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 021548 FRAME: 0855

2. Name and address of receiving party(ies) (Continuation from page 1)

Joaquin Andres Hoffer
School of Kinesiology
Simon Fraser University
Burnaby, British Columbia
Canada V5A 1S6

Arthur D. Kuo
452 Spring St.
Ann Arbor, MI 48103
USA

Douglas J. Weber
2464 Mt. Royal Rd.
Pittsburgh, PA 15217
USA

Qingguo Li
Louis Riel House 104
8888 University Drive
Burnaby, British Columbia
Canada V5A 1S6

Amendment No.1

This Amendment No.1 (the "Amendment") is effective as of the 10th day of November, 2005, and amends the Technology Assignment and Revenue Sharing Agreement, dated the 21st of October, 2005 (the "TARSA"),

BETWEEN:

SIMON FRASER UNIVERSITY, a university continued under the *University Act* (R.S.B.C. 1996 c. 468), having offices at 2100 Strand Hall, 8888 University Drive, Burnaby BC V5A 1S6 ("SFU"),

AND: James Maxwell Donelan, Joaquin Andres Hoffer, Arthur D. Kuo, and Douglas J. Webber

(collectively, the "Developers")

- A. **WHEREAS** in the time since SFU and the Developers originally entered into the TARSA there has been a patent filed under the Patent Convention Treaty (PCT) filed in relation of the Technology covered by the TARSA that includes certain inventors in addition to the Developers;
- B. **WHEREAS** the parties wish to have these additional inventors added under the TARSA and share the same rights and responsibilities as the Developers; and
- C. **WHEREAS** the parties wish to create a mechanism to allow subsequent contributors to the Technology to be added to the TARSA and share the same rights and responsibilities as the Developers;

NOW THEREFORE, the parties hereto agree as follows:

1. The following wording is to be appended to paragraph 10.7 of the TARSA:

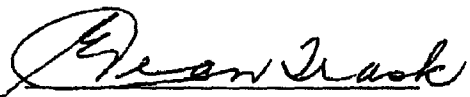
"Notwithstanding the foregoing, an individual can be added as a Developer under this Agreement on the written request of the Representative to SFU, provided that individual confirms in writing that he/she agrees to accept all the terms of this Agreement, as amended, and, in particular, all the responsibilities and obligations of a Developer under this Agreement. At such time, the Representative will indicate in writing what, if any, impact the addition of a new Developer is to have regarding paragraph 6.2(b)."

2. In all other respects, the terms of the TARSA are reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates indicated below, to be effective on the date first above written.

SIMON FRASER UNIVERSITY

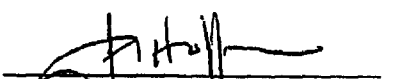
DEVELOPERS


for Michael C. Volker
Director, UILO

Date: NOV - 7 2006


James Maxwell Donelan


Date: 2006-09-09


Joaquin Andres Hoffer

Date: 08 Sept 2006


Arthur D. Kuo

Date: 10 Oct 2006


Douglas J. Webber

Date: 25 Oct. 2006

Acknowledgement

The undersigned hereby confirms that he has read and understood the Technology Assignment and Revenue Sharing Agreement, which became effective on 21st of October, 2005 (the "TARSA"), between Simon Fraser University and Dr. James Maxwell Donelan et al, as amended by Amendment No. 1 to the TARSA, which became effective on 10th day of November, 2005, and hereby agrees to be bound by and accepts the terms of the TARSA, as amended, and accepts all the applicable rights, responsibilities and obligations of a Developer thereunder, to be effective on the date his work with Dr. James Maxwell Donelan commenced.



Qingguo Li
Louis Riel House 104
8888 University Drive
Burnaby, BC V5A 1S6

Date: Aug 08, 2006
Sept. Q.L.