

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Edward WALLER	11/02/2007
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY
Street Address:	2000 Simcoe Street North
City:	Oshawa,
State/Country:	CANADA
Postal Code:	L1H 7K4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12314709
CORRESPONDENCE DATA	
Fax Number:	(703)415-2559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-415-2555
Email:	dowell@dowellpc.com
Correspondent Name:	Dowell & Dowell. P.C.
Address Line 1:	2111 Eisenhower Ave., Suit 406
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	16694
NAME OF SUBMITTER:	Ralph A. Dowell
Total Attachments: 4 source=16694a#page1.tif source=16694a#page2.tif source=16694a#page3.tif source=16694a#page4.tif	

CH \$40.00 12314709

APPENDIX B

ASSIGNMENT OF RIGHTS TO THE UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY BY THE INVENTORS

In consideration of the terms and mutual covenants hereinafter contained and other good and valuable consideration in the sum of two dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged

Edward Waller Residing at 8 Sumac Rd., Burketon, ON L0B 1B0

(the "Assignor"); and

UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY (the "Assignee")
covenant and agree as follows:

1. As used in this Agreement, "Net Revenue" shall mean the royalty, licensing, and other revenue (excluding research funding) resulting from the ownership rights held by the Assignee in the invention entitled; An Orofacial Radiation Detection Device for Rapid Triage of Personnel at Risk on Internal Radionuclide Contamination from Inhalation described in the Invention Disclosure Form attached as Appendix A hereto (the "Invention"), less legal and other fees that the Assignee incurs directly in the process of establishing and maintaining the legal protection of said rights (the "Assignee's Costs") insofar as such rights held by the Assignee relate to the Assignors' contribution to the Invention.
2. The Assignor hereby assigns to the Assignee all right, title and interest, whatever the same may be which the Assignor now has or may in the future have in the Invention, including without limitation the right to apply for patents in any country of the world, including Canada and the United States of America, which the Assignee deems appropriate, the right to make any amendments at any time in the applications including claims which the Assignee, in its absolute discretion, deems appropriate, to receive any letters patent that may be issued from any such applications, including all applications, continuations, continuations-in-part, divisions, renewals and substitutes of the applications and patents and any issues, reissues, extensions or examinations of such applications or patents, to maintain intellectual property protection of the Invention in whichever of such applications and patents which the Assignee, in its absolute discretion deems appropriate, and the right to sell, license or assign the Invention or the rights thereto.
3. The Assignor shall have the right to use the Invention for research and educational purposes, and may publish information relating to the Invention subject to the Assignor providing a copy of such information to the Assignee not less than 30 days in advance of publication.

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4. In consideration of the rights granted by the Assignor pursuant to this Agreement, a share of the Net Revenue shall be distributed to the Assignor in the following proportions:

Ed Waller

40%
5. If an arrangement for commercialization of the Invention is made which provides for consideration in a form other than cash, the consideration shall be distributed in the same form in which it is received by the Assignee and shall be divided in the same proportion as provided in paragraph 4. The Assignee may retain and/or liquidate a portion of the non-cash consideration to the extent it deems necessary to recover the Assignee's Costs, which shall be recovered prior to distribution of the Assignor's share of the proceeds of such liquidation.
6. Any money to be paid by the Assignee pursuant to this Agreement shall be paid to the Assignors annually within 90 days of the end of the Assignee's fiscal year accompanied by a statement of the Net Revenue received by the Assignee during the previous twelve months. In the absence of Net Revenue, the Assignee shall, not more than annually and upon written request from the Assignor, provide the Assignor with a written report on the status of patenting, marketing and licensing activities with respect to the Invention. The statement of Net Revenue shall provide particulars to enable the Assignor to properly determine how the Assignor's Share of Revenue was derived.
7. The Assignor agrees to make full and complete disclosure of the Invention to the Assignee, and shall make available to the Assignee any physical embodiments of the Invention and other data that will be or that may be useful to the Assignee in exercising its rights in the invention.
8. Notwithstanding any other representation or warranty given in the Disclosure, the Assignor represents and warrants only that the information reported in the Disclosure is complete and correct to the best of the Assignor's knowledge and that they are the original and sole inventors of the invention. The Assignor makes no other representation or warranties of any kind with respect to the Invention.
9. The Assignor agrees to execute, acknowledge and deliver all such further assurances and to do all such acts as may be necessary to carry out the intent and purpose of this Agreement, including without limitation, to execute powers of attorney, an abbreviated assignment in the form attached as Appendix B hereto for purposes of registration, and other documents required to maintain intellectual property protection of the Invention, and to review and provide comments with respect to such intellectual property protection when requested by the Assignee provided the Assignee pays all reasonable costs of the Assignor in connection therewith.
10. The Assignor acknowledges the speculative nature of any attempt to commercialize the Invention and agrees that the Assignee shall not be liable for any damages,

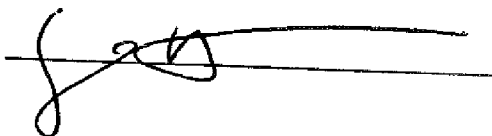
APPENDIX B

actual or consequential, resulting from the failure to commercialize the invention to the satisfaction of the Assignor.

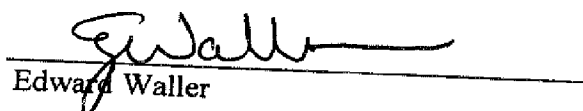
11. Save and except for the right to enforce the terms contained in this Agreement, each party releases the other parties from any and all claims that the other parties may now have or may in the future have in respect of the Invention.
12. This Agreement will bind and enure to the benefit of the parties and their respective heirs, estate trustees, personal representatives, successors and permitted assigns.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same instrument. For the purposes of this Agreement, the signature of any party hereto evidenced by a telecopy showing such signature shall constitute proof for all purposes of the signature of such party to this Agreement.
14. This Agreement shall be governed by the laws of the Province of Ontario, Canada.

Executed at Oshawa, Ontario this 2 day of NOVEMBER, 2007.

Witness



Inventor

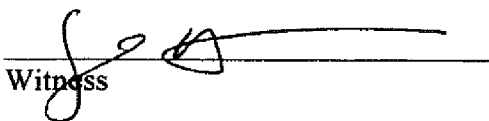

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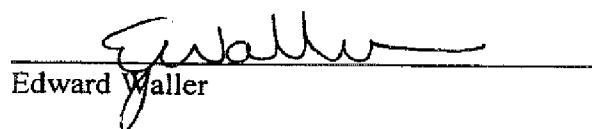
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UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY
ASSIGNMENT

I, Edward Waller, whose full post address is 8 Sumac Rd., Burketon, ON L0B 1B0 in consideration of the sum of \$2.00 and other good and valuable consideration the receipt of which is hereby acknowledged do hereby sell and assign to UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY whose full post office address is 2000 Simcoe Street North, Oshawa, Ontario L1H 7K4 all my right, title and interest in Canada, United States of America and in all other countries of the world in and to my invention entitled **An Orofacial Radiation Detection Device for Rapid Triage of Personnel at Risk on Internal Radionuclide Contamination from Inhalation** fully described and claimed in the attached confidential invention disclosure and to all my corresponding right, title and interest in and to any and all Letters of Patent of any country that may be obtained therefore including all applications, continuations, continuations-in-part, divisions, renewals and substitutes of the applications and patents and any issues, reissues, extensions or examinations of such applications or patents..

Signed at Oshawa, Ontario this 2 day of NOVEMBER, 2007.


Witness


Edward Waller