

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MACDONALD DETTWILER SYSTEMS LTD.	12/20/2004
RECEIVING PARTY DATA	
Name:	THE GOVERNORS OF THE UNIVERSITY OF CALGARY
Street Address:	2500 University Drive N.W.
City:	Calgary, Alberta
State/Country:	CANADA
Postal Code:	T2N 1N4
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12027043
Application Number:	12027066
CORRESPONDENCE DATA	
Fax Number:	(512)536-4598
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(512) 474-5201
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Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	UNTI:002USC4 AND C5
NAME OF SUBMITTER:	Mark T. Garrett
Total Attachments: 5 source=UNTIAssign3,4,5#page1.tif source=UNTIAssign3,4,5#page2.tif	

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PATENT ASSIGNMENT

WHEREAS, GARNETTE ROY SUTHERLAND, the full post office address of whose principal place of residence is 30152 Elbow River Drive, Calgary, Alberta, T3Z 2T8, DEON FRANCOIS LOUW, the full post office address of whose principal place of residence is 109, 804 – 3rd Avenue S.W., Calgary, Alberta, T2P 0G9, PAUL BRADLEY MCBETH, the full post office address of whose principal place of residence is 19 Patterson Place, S.W., Calgary, Alberta, T3H 2C2, TIM FIELDING, the full post office address of whose principal place of residence is 18 Jaffa Drive, Brampton, Ontario, Canada, L6S 4C5, DENNIS JOHN GREGORIS the full post office address of whose principal place of residence is 6 Garswell Place, Toronto, Ontario, M9R 3K7 (collectively, the “assignors”) are the co-inventors of the subject matter of the Canadian Patent, and the United States Patent, each of which are pending, as identified in Schedule “A” (the “Patents”), and the inventions relating to the “Microsurgical Robot System”, as such system is fully described and claimed in the Patents (such inventions being collectively called the “Inventions”);

AND WHEREAS some of the assignors, namely GARNETTE ROY SUTHERLAND, DEON FRANCOIS LOUW, and PAUL BRADLEY MCBETH entered into an Assignment dated December 2003 in favour of Microbotics Corporation., pursuant to which assignment, some of the assignors’ interests in the Inventions and the Patents may have been assigned to Microbotics Corporation.;

AND WHEREAS the remaining co-inventors of the Inventions and Patents, namely TIM FIELDING and DENNIS JOHN GREGORIS have at all material times been employees of Macdonald Dettwiler Space and Advanced Robotics Ltd. (“MDR”), a parent company of Macdonald Dettwiler Systems Ltd.(“MDS”);

AND WHEREAS the activities and contribution of TIM FIELDING and DENNIS JOHN GREGORIS as co-inventors of the Patents and Inventions occurred within the scope of each of their respective employment by MDR;

AND WHEREAS pursuant to the employment contracts entered into between each of TIM FIELDING and DENNIS JOHN GREGORIS, and MDR, MDR is the owner of all inventions and intellectual property rights made or arising from the course of their employment and is the first owner of their interest as co-inventors of the Inventions and Patents;

AND WHEREAS THE GOVERNORS OF THE UNIVERSITY OF CALGARY, a corporation created pursuant to *The Post-Secondary Learning Act* (Alberta), having an office at the City of Calgary, in the Province of Alberta the full post office address of whose principal place of business is 2500 University Drive. N.W., Calgary, Alberta, T2N 1N4, is, subject to the terms and conditions and equities between the parties arising from a contract dated December 5, 2001 entered into between THE GOVERNORS OF THE UNIVERSITY OF CALGARY –and- Macdonald Dettwiler Systems Ltd. (the “Contract”), and a First Amended and Restated Contract entered into between THE GOVERNORS OF THE UNIVERSITY OF CALGARY –and-

Macdonald Dettwiler Systems Ltd. Made and entered into as of the 22nd day of December, 2004 (the "First Amended Contract"), the rightful owner of the Foreground Intellectual Property (subject to the provisions of the First Amended Contract);

AND WHEREAS MDR assigned each of TIM FIELDING and DENNIS JOHN GREGORIS to perform work for Macdonald Dettwiler Systems Ltd. for the purpose of working on the formation of the Foreground Intellectual Property;

AND WHEREAS each of TIM FIELDING and DENNIS JOHN GREGORIS contributed to the formation of the Foreground Intellectual Property within the scope of their employment by MDR;

AND WHEREAS the activities and contribution of TIM FIELDING and DENNIS JOHN GREGORIS to the formation of the Foreground Intellectual Property resulted in their contribution as co-inventors of the Inventions and Patents;

AND WHEREAS MDR wishes to assign to Macdonald Dettwiler Systems Ltd. all of its right, title, and interest in and to inventions and intellectual property rights of TIM FIELDING and DENNIS JOHN GREGORIS, as co-inventors of the Inventions and Patents made or arising from their assignment to perform work for Macdonald Dettwiler Systems Ltd. for the purpose of working on the formation of the Foreground Intellectual Property, and within the scope of each of their employment by MDR;

AND WHEREAS Macdonald Dettwiler Systems Ltd is desirous of acquiring the entire right, title and interest of MDR, TIM FIELDING, and DENNIS JOHN GREGORIS in and to the Inventions and Patents for the purpose of perfecting THE GOVERNORS OF THE UNIVERSITY OF CALGARY' ownership of the Foreground Intellectual Property (as defined in the Contract and the First Amended Contract);

AND WHEREAS the Canadian and United States patent applications identified in Schedule "A" hereto were filed on behalf of Microbotics Corporation, and the Canadian application identifies Microbotics Corporation as the owner and applicant for the Invention;

AND WHEREAS all of the inventors, MDR, Macdonald Dettwiler Systems Ltd. ,and Microbotics Corporation are desirous of perfecting the chain of title of Microbotics Corporation and it successor in title, THE GOVERNORS OF THE UNIVERSITY OF CALGARY, to the entire right, title and interest in and to the Inventions and Patents;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

Macdonald Dettwiler Space and Advanced Robotics Limited, TIM FIELDING, and DENNIS JOHN GREGORIS (hereinafter referred to as the "Assignors") do sell, assign and transfer unto Macdonald Dettwiler Systems Ltd. (hereinafter referred to as the "Assignee"), its successors, assigns or legal representatives, each of their respective, and entire right, title and

interest for Canada, the United States and all other countries throughout the world in and to the Inventions relating to the "Microsurgical Robot System", as such system is fully described and claimed in the Patents, and to the applications for each of the Patents, and all divisional applications thereof, and the right to claim priority therefrom under any International Convention, and any and all Letters Patent or any grant of patent which may issue or be re-issued for said Inventions to the full end of the term Inventions and the Patents, the same to be held and enjoyed by the Assignee, its successors, assigns, or other legal representatives to the full end of the term for which each Patent is granted, as fully and entirely as the same could have been held and enjoyed by the Assignors if this sale, assignment and transfer had not been made.

AND the Assignors further warrant and represent to the Assignee as of this date and during the term of the Inventions and Patents that each of them has waived all of his/its Intellectual Property rights in and to the Inventions, and to the extent any of them is an author, creator, or inventor of any works of expression which comprise any portion of the Inventions, each of them have waived in favour of MacDonald Dettwiler Systems Ltd. any moral rights which each of them may enjoy in and to any work expressed in the Inventions.

AND the Assignors, on behalf of themselves, their heirs, successors, assigns and legal representatives, hereby covenant and agree, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all rights in and to the Inventions and Patents as aforesaid and to vest the same in the Assignee, its successors, assigns or legal representatives, and as may be necessary or desirable to make this assignment suitable for recordation in the Canadian Intellectual Property Office, the United States Trademark and Patent Office and the Patent Offices of any other country as may be required.

AND the Assignors hereby severally covenant that they each have full right to convey the entire interest herein assigned; **Provided** that it is expressly acknowledged by the Assignee that there shall be no rights or obligation either in law or in equity arising as between the Assignors and the Assignee and that this assignment is executed by the Assignors purely for the benefit of Macdonald Dettwiler Systems Ltd., and in order to feed the beneficial and legal title of THE GOVERNORS OF THE UNIVERSITY OF CALGARY to the Inventions and Patents;

THIS ASSIGNMENT is effective, nunc pro tunc as of prior to the assignment of the interest of Macdonald Dettwiler Systems Ltd. in the Inventions and Patents identified in Schedule "A" to Microbotics Corporation, and as of immediately prior to the filing of the patent applications for the Inventions and Patents identified in Schedule "A" by Microbotics Corporation., namely, the 13th day of August, 2003. This Assignment may be executed in counterpart and each counterpart individually and all counterparts taken together shall form a binding agreement. This Assignment shall be governed by the laws of the Province of Alberta, and the federal laws applicable therein.

EXECUTED at Brampton, Ontario as of this 20th day of December, 2004.

**MACDONALD DETTWILER SPACE AND
ADVANCED ROBOTICS LTD.**

Per: *[Signature]*

TIM FIELDING

[Signature]

Witness :

[Signature]

DENNIS JOHN GREGORIS

[Signature]

Witness :

[Signature]

We hereby acknowledge and accept the terms and conditions of the Assignment expressed herein :

MACDONALD DETTWILER SYSTEMS LTD.

Per: *[Signature]*

**SCHEDULE "A"
PATENTS**

Canadian Patent

PATENT	APPLICATION NO.
MICROSURGICAL ROBOTIC SYSTEM Filed: August 13, 2004	CA 2,437,286

US PATENT

PATENT	FILED	APPLICATION NO.	SERIAL No.
MICROSURGICAL ROBOT SYSTEM	August 13, 2003	20040111183	639,692