

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Wayne W LAUTT	03/01/2004
<b>RECEIVING PARTY DATA</b>	
Name:	University of Manitoba
Street Address:	631 Drake Centre
Internal Address:	181 Freedman Crescent
City:	Winnipeg, Manitoba
State/Country:	CANADA
Postal Code:	R3T 5V4
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	10502065
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612.766.6025
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Correspondent Name:	Brian R. Dorn
Address Line 1:	80 S 8th St
Address Line 2:	Suite 3200
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	14430.4USWO
NAME OF SUBMITTER:	Brian R. Dorn

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Total Attachments: 18  
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## A S S I G N M E N T

WHEREAS, I, WAYNE W. LAUTT; whose complete address is Suite 2104, 1960 St. Mary's Road, Winnipeg, Manitoba, R2N 4M7 Canada, have made an invention entitled USE OF GLUTATHIONE SYNTHESIS STIMULATING COMPOUNDS IN REDUCING INSULIN RESISTANCE which is the subject of PCT Application No. PCT/CA03/00079 filed on January 25, 2003.

AND WHEREAS, THE UNIVERSITY OF MANITOBA, a Canadian educational institution, whose full office address is University Industry Liaison Office, The University of Manitoba, 631 Drake Centre, 181 Freedman Crescent, Winnipeg, Manitoba, R3T 5V4 Canada, has acquired from WAYNE W. LAUTT the whole of my respective right, title and interest in and to the invention for all countries, and in and to my interest in any Letters Patent of any country, that may be obtained therefore;

NOW THEREFORE, for the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, WAYNE W. LAUTT, confirm that I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer to THE UNIVERSITY OF MANITOBA, its successors and assign my whole right title and interest for all countries, in and to the invention as fully set forth and described in said PCT and U.S. patent applications, and in and to any Letters Patent of any country that may be obtained therefore;

AND I, WAYNE W. LAUTT, do hereby covenant and agree for myself, my heirs, executors and assign to do all such things and to execute without further consideration such further assurances, applications, and other instruments as may reasonably be required to obtain Letters Patent for the said invention and for additions and modifications thereto in any and all countries, and vest title thereto in THE UNIVERSITY OF MANITOBA, its successors, assigns and legal representatives or nominees;

AND the Assignor and the Assignee grant to Ridout & Maybee LLP the power to insert on this assignment any further indication which may be necessary to comply with the requirements of the Patent Office for its recordal in respect of said patent application;

EXECUTED at Winnipeg, Manitoba, CANADA., this 1 day of March, 2004.

  
\_\_\_\_\_  
WAYNE W. LAUTT

Karen Sandus  
\_\_\_\_\_  
Witness:

# INTELLECTUAL PROPERTY RIGHTS AGREEMENT

THIS AGREEMENT made as of the 22 day of August, 2002.

BETWEEN:

**DIAMEDICA INC.**

a company incorporated under  
the laws of Manitoba

(hereinafter referred to as "DiaMedica")

and

**THE UNIVERSITY OF MANITOBA**

an educational institution under  
the laws of Manitoba

(hereinafter referred to as the "University")

**WHEREAS:**

- A. Diamedica (formerly Diabex Inc.) and the University are parties to a research agreement dated October 1, 2000, a copy of which is attached hereto as Schedule "A" (the "Research Agreement") and a license agreement dated October 1, 2000, a copy of which is attached hereto as Schedule "B" (the "License Agreement");
- B. pursuant to the terms of the Research Agreement, the University agreed to undertake a work project aimed at the development of a cholinergic agonist for reversal of insulin resistance in type 2 diabetes (the "Project") and DiaMedica agreed to fund the Project;
- C. pursuant to the terms of the Research Agreement and the License Agreement, and by virtue of assignments of intellectual property rights by Dr. W. Wayne Lutt (the "Principal Investigator") and other individuals employed by the University and working under the supervision of the Principal Investigator (the "Project Participants") including Dallas Legare, the University is the owner of all intellectual property rights in and to the technical information, inventions and improvements arising out of the Project, the Research Agreement and the License Agreement, as are more particularly identified in Schedule "C" to this Agreement (the "Intellectual Property Rights");
- D. subject to the terms of the License Agreement, the University has granted DiaMedica an exclusive worldwide royalty-bearing license to use, manufacture and sell products derived from the Intellectual Property Rights (individually a "Licensed Product" and collectively the "Licensed Products"); and
- E. the parties have determined that it is desirable that the University transfer all of its right, title and interest in and to existing and future Intellectual Property Rights to DiaMedica on the terms and conditions set out herein, provided that all other rights and obligations of the parties under the Research Agreement and License Agreement, other than those which are amended by the terms of this Agreement, shall continue on the terms set out therein.

PATENT

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NOW THEREFORE THIS AGREEMENT WITNESSES that for consideration made under the Research Agreement and the License Agreement and for other good and valuable consideration, the parties agree as follows:

1. **Assignment.**

Notwithstanding anything to the contrary in the Research Agreement or the License Agreement, and subject to the terms and in particular section 5 hereof, the University hereby assigns, grants, conveys and transfers in perpetuity at no additional fee or cost to DiaMedica all existing Intellectual Property Rights and any future Intellectual Property Rights which have arisen or which may arise from time to time out of the Project, the Research Agreement, or the License Agreement. For certainty, the parties shall amend and restate Schedule "C" attached hereto as and when patentable inventions ("Patent Rights") arise out of the Project, the Research Agreement or the License Agreement.

2. **Patents.**

The parties agree that any and all present and future patent applications filed pertaining to any Patent Rights shall issue or shall be caused to issue in the name of DiaMedica, and the University agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, instruments, assignments, transfers and assurances as may be reasonably necessary or desirable in this regard.

3. **Principal Investigator and Project Participants.** The University shall cause the Principal Investigator and Project Participants to assign to the University any and all of their respective intellectual property rights that may arise out of the Project, the Research Agreement or the License Agreement.

4. **Responsibilities of DiaMedica.**

DiaMedica shall use commercially reasonable efforts to:

- (a) effect introduction of the Licensed Products into the commercial market as soon as practicable, consistent with sound and reasonable business practices and judgment including consideration of market and competitive concerns; and
- (b) keep the Licensed Products reasonably available to the public in a manner consistent with sound and reasonable business practices and judgment including consideration of market and competitive concerns.

5. **Reversionary Rights.**

(a) **Full Reversionary Rights.** In the event that DiaMedica shall become bankrupt or insolvent and/or if the business of DiaMedica shall be placed in the hands of a receiver, assignee or trustee, whether by voluntary act of DiaMedica or otherwise, all right, title and interest in and to any and all Intellectual Property Rights assigned by the University to DiaMedica pursuant to this Agreement shall revert to the University.

(b) **Partial Reversionary Rights.** In the event that a dispute arises between the parties respecting DiaMedica's obligation identified in Section 4(a) or Section 4(b) hereof relating to a

Licensed Product (a "Dispute"), and after making best efforts the parties are unable to resolve the Dispute, all right, title and interest in and to that Licensed Product shall revert to the University. For certainty, the reversion of a particular Licensed Product shall not effect any other Intellectual Property Rights assigned by the University to DiaMedica pursuant to this Agreement.

(c) **Further Assurances.** In the event of full or partial reversion of any Intellectual Property Rights pursuant to this section, DiaMedica agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, instruments, assignments, transfers and assurances as may be reasonably necessary or desirable to effect such full or partial reversion, as the case may be.

## 6. Reporting Requirements.

In addition to and not in substitution for the reporting requirements under the License Agreement, within ninety (90) days after the last day of each calendar year of this Agreement, DiaMedica shall provide to the University a report on progress during such calendar year in respect of research and development, regulatory approvals, manufacturing and marketing relating to the Licensed Products as well as a statement of DiaMedica's plans for the ensuing calendar year.

## 7. Effect on Research Agreement and License Agreement.

The parties acknowledge and agree that this Agreement shall only supersede the Research Agreement and the License Agreement with respect to ownership of Intellectual Property Rights and such other related matters as set forth herein and that in all other respects the Research Agreement and the License Agreement and the obligations of each party thereunder shall remain in force and effect.

8. **License to University.** DiaMedica hereby grants to the University a limited, royalty-free, non-exclusive license to use the Intellectual Property Rights during the term of this Agreement for research purposes only.

## 9. Termination

This Agreement shall terminate on the earlier of (a) September 30, 2005, being the anticipated completion date of the Project, unless such date is altered upon the mutual written agreement of the parties in consultation with the Principal Investigator; or (b) the termination of the Research Agreement in accordance with the terms thereof. For certainty, the parties agree that upon termination of this Agreement ownership of any and all Intellectual Property Rights assigned by the University to DiaMedica during the currency of this Agreement, which have not reverted to the University under Section 5, as set out in Section 3 hereof shall remain with DiaMedica. On termination of this Agreement and provided that DiaMedica is in good standing under this Agreement, the parties' respective responsibilities, obligations and rights under the Research Agreement and the License Agreement shall continue in full force and effect.

## 10. General.

(a) **Entire Agreement and Amendment.** With the exception of the Research Agreement and the License Agreement, this Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and

undertakings with respect thereto are superseded by this Agreement. This Agreement may not be amended or altered without the prior written agreement of both parties.

(b) **Notice.** All notices, requests or other communications required or permitted to be given hereunder for the purposes hereof to either party shall be in writing and shall be sufficiently given if delivered personally, or sent by first class pre-paid registered mail or if transmitted by facsimile or electronic mail addressed as follows:

In the case of the University:

Vice-President (Administration)  
Room 202, Administration Building  
The University of Manitoba  
Winnipeg, Manitoba R3T 2N2

**Attention: Mr. M.W. McAdam**

Fax: (204) 261-1318  
E-mail: Michael\_McAdam@umanitoba.ca

- with a copy to -

University Industry Liaison Office  
The University of Manitoba  
631 Drake Centre  
181 Freedman Crescent  
Winnipeg, Manitoba R3T 5V4

**Attention: Janet E. Scholz**

Fax: (204) 261-3475  
E-mail: janet\_scholz@umanitoba.ca

or, in the case of DiaMedica:

DiaMedica Inc.  
4 - 1200 Waverley Street  
Winnipeg, Manitoba R3T 0P4

**Attention: Albert D. Friesen, Ph.D.**

Fax: (204) 488-9823  
E-mail: albertfriesen@genesysventure.mb.ca

or such other addresses as may be given from time to time under the terms of this notice provision. Any notice delivered to the party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such date. Any notice mailed as aforesaid shall be deemed to have been given and received three (3) business days following the date of its mailing,



provided that during any period of mail disruption, notice shall be delivered personally or transmitted by facsimile or electronic mail. Any notice transmitted by facsimile or electronic mail shall be deemed to have been given and received on the first business day after its transmission.

(c) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the Province of Manitoba and the laws of Canada applicable therein, and shall be treated, in all respects, as a Manitoba contract.

(d) **No waiver.** Failure by a party hereto to enforce a right under this Agreement shall not act as a waiver of that right or of the ability to later assert that right relative to the particular situation involved.

(e) **Headings.** The insertion of headings and the division of this Agreement into Sections and Subsections are for convenience of reference only and shall not be deemed to affect the meaning or construction of any provision of this Agreement.

(f) **Severability.** Each and every condition, provision and term of this Agreement is and shall be severable one from the other, and in the event that any condition, provision or term is at any time declared by a tribunal of competent jurisdiction to be invalid, unenforceable or void, the same shall not extend to invalidate, make unenforceable or make void any other condition, provision or term of this Agreement.

(g) **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, as the case may be.

(h) **Further Assurances.** The parties shall do all further things and execute and deliver all such documents and assurances as may be required in order to give effect to the provisions of this Agreement.

**Left Blank Intentionally**

(i) **Execution by Facsimile and in Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF** the parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

**THE UNIVERSITY OF MANITOBA**

**DIAMEDICA INC.**


By: 

Name: M. W. McAdam  
Title: Vice President (Administration)

By: 

Name: Albert D. Friesen, Ph.D.  
Title: Chief Executive Officer

Principal Investigator hereby confirms that he has read this Agreement in its entirety and that he shall use his best efforts to uphold his individual obligations and responsibilities hereunder.

  
Dr. Wayne Lautt  
Principal Investigator

The undersigned hereby confirms that he has read this Agreement in its entirety and that he shall use his best efforts to uphold his individual obligations and responsibilities hereunder.

  
Dallas Legare

SCHEDULE "A"

TO INTELLECTUAL PROPERTY RIGHTS AGREEMENT

RESEARCH AGREEMENT

## Schedule "C"

To Intellectual Property Rights Agreement  
Intellectual Property Rights

All existing and future discoveries and patents and patentable and unpatentable inventions and improvements and copyrights arising from the Project, the Research Agreement or the License Agreement, and all technical or scientific information relating thereto, including without limitation the following patents:

- (a) International (Patent Cooperation Treaty) Patent Application Number claiming as priority United States Patent Application Number 60/103,170, filed October 6, 1998, entitled "Method for Treating Insulin Resistance Through Hepatic Nitric Oxide";
- (b) United States Patent Number 5,561,165 issued October 1, 1996 and expiring December 1, 2014, entitled "Method for Treating Insulin Resistance";
- (c) United States Patent Application Number 60/650,955, filed January 25, 2002, entitled "Use of Glutathione Synthesis Stimulating Compounds in Reducing Insulin Resistance";
- (d) United States Patent Application Number 60/650,958, filed January 25, 2002, entitled "Use of Cholinesterase Antagonists in Treat Insulin Resistance";
- (e) United States Patent Application Number 60/650,954, filed January 25, 2002, entitled "Use of Phosphodiesterase Antagonists to Treat Insulin Resistance";
- (f) United States Patent Application Number 60/379,740, filed May 14, 2002, entitled "Hepatic Insulin Like Factor II";
- (g) United States Patent Application Number 60/379,737, filed May 14, 2002, entitled "Hepatic Insulin Like Factor A";
- (h) United States Patent Application Number 60/379,746, filed May 14, 2002, entitled "Hepatic Insulin Like Factor IA";
- (i) United States Patent Application Number 60/379,739, filed May 14, 2002, entitled "Hepatic Insulin Like Factor B";
- (j) United States Patent Application Number 60/379,736, filed May 14, 2002, entitled "Hepatic Insulin Like Factor IB";
- (k) United States Patent Application Number 60/379,775, filed May 14, 2002, entitled "Hepatic Insulin Like Factor ml"; and
- (l) United States Patent Application Number 60/379,774, filed May 14, 2002, entitled "Hepatic Insulin Like Factor BB".

**THIS AMENDING AGREEMENT** made as of the 30<sup>th</sup> day of September 2005.

**BETWEEN:**

**DIAMEDICA INC.**  
(hereinafter referred to as the "DiaMedica")

OF THE FIRST PART,

-and-

**THE UNIVERSITY OF MANITOBA**  
(hereinafter referred to as the "University")

OF THE SECOND PART.

**WHEREAS:**

- A. The University and DiaMedica are party to an agreement commencing August 22, 2002 and ending September 30, 2005 (the "Intellectual Property Rights Agreement"), which agreement is for the transfer of intellectual property rights to DiaMedica pursuant to the terms of a research agreement dated October 1, 2000 (the "Research Agreement") and a license agreement dated October 1, 2000 (the "License Agreement") which are attached to the Intellectual Property Rights Agreement as Schedule "A" and Schedule "B", respectively; and
- B. The parties now wish to amend the Intellectual Property Rights Agreement as herein set forth.
- C. The Intellectual Property Rights Agreement was assigned from Diabex Inc. to DiaMedica Inc., and DiaMedica Inc. agreed to perform all of the obligations under the Agreement (including any renewals thereof).

**NOW THEREFORE** for good and sufficient consideration, the parties agree as follows:

**1. Term**

Pursuant to Article 10 (a) of the Intellectual Property Rights Agreement, Article 9 is hereby amended to extend the termination date from September 30, 2005 to March 31, 2006.

**2. Notice**

Article 10 (b) of the Intellectual Property Rights Agreement is hereby amended to revise the contact information for DiaMedica and the University as follows:

In the case of DiaMedica:

DiaMedica Inc.  
4-1250 Waverley Street  
Winnipeg, Manitoba  
R3T 0P4

In the case of the University:

With a copy to:

Technology Transfer Office  
The University of Manitoba  
631 Drake Centre  
181 Freedman Crescent  
Winnipeg, Manitoba R3T 5V4

Attention: Executive Director

E-mail: [garold\\_breit@umanitoba.ca](mailto:garold_breit@umanitoba.ca)


**3. Full Force and Effect.**

Other than as noted above, the Agreement remains in full force and effect and any obligations accruing up to and including the date of this Agreement shall continue to be binding.

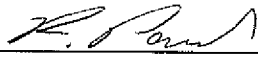
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement as of the day and year first written above.

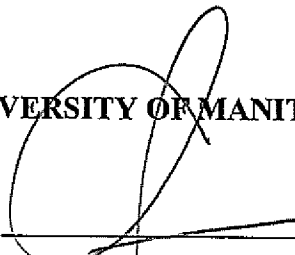
**DIAMEDICA INC.**

Signature:   
Name: Dr. Albert Friesen  
Title: Chairman  
Date: Nov 7, 2005

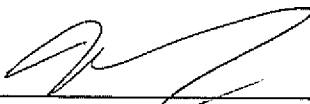
**DIAMEDICA INC.**

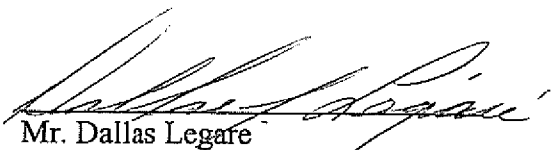
Signature:   
Name: Rick Pauls  
Title: Director  
Date: Nov. 7 05

**THE UNIVERSITY OF MANITOBA**

Signature:   
Name: Alan Simms  
Title: Assoc V-P (Admin)  
Date: Oct 26/05

**Acknowledged by: Principal Investigator**

  
Dr. Wayne Lutt  
Professor, Department of Pharmacology

  
Mr. Dallas Legare

**THIS AMENDING AGREEMENT** made as of the 21<sup>st</sup> day of March 2006 .

**BETWEEN:**

**DIAMEDICA INC.**  
(hereinafter referred to as the "DiaMedica")

OF THE FIRST PART,

-and-

**THE UNIVERSITY OF MANITOBA**  
(hereinafter referred to as the "University")

OF THE SECOND PART.

**WHEREAS:**

- A. The University and DiaMedica are party to an agreement commencing August 22, 2002 and ending March 31, 2006 as amended as of September 30, 2005 (the "Intellectual Property Rights Agreement"), which agreement is for the transfer of intellectual property rights to DiaMedica pursuant to the terms of a research agreement dated October 1, 2000 (the "Research Agreement") and a license agreement dated October 1, 2000 (the "License Agreement") which are attached to the Intellectual Property Rights Agreement as Schedule "A" and Schedule "B", respectively; and
- B. The parties now wish to amend the Intellectual Property Rights Agreement as herein set forth.
- C. The Intellectual Property Rights Agreement was assigned from Diabex Inc. to DiaMedica Inc., and DiaMedica Inc. agreed to perform all of the obligations under the Agreement (including any renewals thereof).

**NOW THEREFORE** for good and sufficient consideration, the parties agree as follows:

**1. Term**

Pursuant to Article 10 (a) of the Intellectual Property Rights Agreement, Article 9 is hereby amended to extend the termination date from March 31, 2006 to September 30, 2006.



**2. Notice**

Article 10 (b) of the Intellectual Property Rights Agreement is hereby amended to revise the contact information for DiaMedica and the University as follows:

In the case of DiaMedica:

DiaMedica Inc.  
4-1250 Waverley Street  
Winnipeg, Manitoba  
R3T 0P4

In the case of the University:

With a copy to:

Technology Transfer Office  
The University of Manitoba  
631 Drake Centre  
181 Freedman Crescent  
Winnipeg, Manitoba R3T 5V4

Attention: Mr. Garold Breit

Fax: (204) 261-3475  
E-mail: garold\_breit@umanitoba.ca

**3. Full Force and Effect.**

Other than as noted above, the Agreement remains in full force and effect and any obligations accruing up to and including the date of this Agreement shall continue to be binding.

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The parties hereto have executed this Amendment Agreement as of the day and year first written above.

**DIAMEDICA INC.**

Name: Albert Fenier  
Title: Chairman  
Signature: [Signature]  
Date: April 17, 2006

Name: Rick Pauls  
Title: Director  
Signature: [Signature]  
Date: Apr 17 2006

**THE UNIVERSITY OF MANITOBA**

Name: [Signature]  
Title: Assoc Vice-President (Admin)  
Signature: Alvin Simms  
Date: Apr 3/06

**Read and Understood: Principal Investigator**

[Signature]  
Dr. Wayne Lutt  
Professor, Department of Pharmacology

[Signature]  
Mr. Dallas Legare

**THIS AMENDING AGREEMENT** effective as of the 30<sup>th</sup> day of September 2006.

**BETWEEN:**

**DIAMEDICA**  
(hereinafter referred to as the "Company")

OF THE FIRST PART,

-and-

**THE UNIVERSITY OF MANITOBA**  
(hereinafter referred to as the "University")

OF THE SECOND PART.

**WHEREAS:**

- A. The University and Company are party to an agreement commencing August 22, 2002 and amended September 30, 2005 and March 21, 2006 (the "Intellectual Property Rights Agreement"), which agreement is for the transfer of intellectual property rights to DiaMedica pursuant to the terms of the research agreement dated originally dated October 1, 2000 (the "Research Agreement"), and a license agreement dated October 1, 2000 (the "License Agreement") which are attached to the Intellectual Property Rights Agreement as Schedule "A" and Schedule "B" respectively; and
- B. The parties now wish to amend the Intellectual Property Rights Agreement as herein set forth; and
- C. The Intellectual Property Rights Agreement was assigned from Diabex Inc. to DiaMedica Inc., and DiaMedica Inc. agreed to perform all of the obligations under the Agreement (including any renewals thereof).

**NOW THEREFORE** for good and sufficient consideration, the parties agree as follows:

**1. Amendment of the Term**

Pursuant to Article 10 (a) of the Intellectual Property Rights Agreement, Article 9 is hereby amended to extend the termination date from September 30, 2006 to June 14, 2009.

**2. Full Force and Effect**

Other than as noted above, the Agreement remains in full force and effect and any obligations accruing up to and including the date of this Agreement shall continue to be binding.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement as of the day and year first written above.

DIAMEDICA

THE UNIVERSITY OF MANITOBA

Name: Rick Pauls

Name: DEBORAH McCALLUM

Title: Director

Title: VP (Admin)

Signature: [Signature]

Signature: [Signature]

Date: July 18/07

Date: July 17/07

Read and Understood:

[Signature]  
Dr. W. Wayne Lutt  
Professor, Department of Pharmacology

[Signature]  
Mr. Dallas Legare