# Electronic Version v1.1

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NATURE OF CONVEY CONVEYING PARTY D Derek COOL Aaron FENSTER Donal DOWNEY Shi SHEREBRIN	DATA	ASSIGNMENT	Execution Date	
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Donal DOWNEY		Derek COOL		
		Aaron FENSTER		
Shi SHEREBRIN	Donal DOWNEY			
Shi SHEREBRIN			04/22/2010	
RECEIVING PARTY DA	ATA			
liname: II	The University of Western Ontario, Robarts Research Institute, Business Development Office			
Street Address:	100 Perth Drive			
City:	London, Ontario			
State/Country:	CANADA			
Postal Code:	N6A 5K8			
PROPERTY NUMBERS Total: 1 Property Type		Number	-	
Application Number:	12602	12602308		
CORRESPONDENCE [	DATA (412)288-3063			
	. ,	hen the fax attempt is unsuccessful	Ι.	
Phone:	412-288-7222	,		
Email: ptoipinbox@reedsmith.com				
Correspondent Name:	Robert A. Muh	a		
Address Line 1:	P.O. Box 488	D		
Address Line 2: Address Line 4:	Reed Smith LL Pittsburgh, PE	P NNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:		09253US970289.00002 RAM		
NAME OF SUBMITTER	8:	Robert A. Muha		
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#### ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DEREK COOL**, **AARON FENSTER**, **DONAL DOWNEY**, and **SHI SHEREBRIN** all citizens of Canada, ("ASSIGNORS"),

hereby sell, assign and transfer to The University of Western Ontario, Robarts Research Institute, Business Development Office, 100 Perth Drive, London, Ontario N6A 5K8, Canada("ASSIGNEE"), its successors, assigns or other legal representatives, the entire right, title and interest, for the United States of America, its territories, dependencies and possessions, and in all countries, jurisdictions and political entities foreign to the United States of America, in and to:

all new subject matter ("SUBJECT MATTER") disclosed in the patent application ("APPLICATION") entitled

## **3D TISSUE MODEL FORMATION FROM NON-PARALLEL 2D IMAGES**

filed on May 28, 2008, now bearing International Application No. PCT/IB2008/003129;

all applications for Letters Patent or similar legal protection to be obtained for the SUBJECT MATTER, including the APPLICATION, all applications claiming the benefit of priority from the APPLICATION, all divisional, continuation, continuation-in-part, substitute, and reissue applications, and all legal equivalents thereof, including U S. Application No. 12/602,308 filed on November 30, 2009

all Letters Patent or similar legal protection to be obtained for the SUBJECT MATTER, including all original and reissue patents, all re-examination certificates, all legal equivalents thereof, and all renewals and extensions thereof;

any and all causes of action and enforcement rights, including all rights to sue, counterclaim, and recover for any past, present and future infringement of, or liabilities for, all Letters Patent or similar legal protection to be obtained for the SUBJECT MATTER; and

all rights to apply for and receive, in the name of the ASSIGNEE, all Letters Patent or similar legal protection for the SUBJECT MATTER.

ASSIGNORS hereby represent, warrant and covenant that they have the full right to convey their entire right, title and interest herein conveyed, and that no assignment, sale, grant, mortgage, license or other agreement or encumbrance has been or will be made or entered into which would affect the rights, titles and interests conveyed herein. ASSIGNORS hereby agree to do the following, when requested, and without additional compensation, in order to carry out in good faith the intent of this assignment:

promptly execute and deliver to the ASSIGNEE or its legal representative any and all application papers, oaths, assignments, powers of attorney and other instruments that ASSIGNEE may consider necessary or desirable to apply for, obtain, perfect, maintain, issue and enforce all Letters Patent or similar legal protection for the SUBJECT MATTER, including assisting in the prosecution of all applications for Letters Patent or similar legal protection that may be made;

cooperate with the ASSIGNEE in every way possible in any interference, litigation, mediation, arbitration or other proceeding regarding the SUBJECT MATTER, any applications for Letters Patent or similar legal protection which include the SUBJECT MATTER, or any Letters Patent or similar legal protection for the SUBJECT MATTER, including promptly providing to the ASSIGNEE all pertinent facts and documents which are known and accessible to ASSIGNORS relating to the SUBJECT MATTER, any applications for Letters Patent or similar legal protection which include the SUBJECT MATTER, or any Letters Patent or similar legal protection which include the SUBJECT MATTER, or any Letters Patent or similar legal protection for the SUBJECT MATTER, and testifying as to the same in any proceeding; and

provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

ASSIGNORS hereby grant the firm of ReedSmith LLP the authority and power to insert on this document any further information that may be necessary or desirable for purposes of recordation in the United States Patent & Trademark Office or similar offices of any foreign country.

This assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same assignment.

IN WITNESS WHEREOF, We have hereunto set our hands and seals.

Derek COOL

Aaron FENSTER

Donal DOWNE

Shi SHEREBRIN

Date

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## **RECORDED: 04/27/2010**