

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
The University of Manitoba	05/28/2009

**RECEIVING PARTY DATA**

Name:	Frank J. Burczynski
Street Address:	Faculty of Science, 121 Machray Hall, University of Manitoba
City:	Winnipeg
State/Country:	CANADA
Postal Code:	R3T 2N2

Name:	GuQi Wang
Street Address:	Faculty of Science, 121 Machray Hall, University of Manitoba
City:	Winnipeg
State/Country:	CANADA
Postal Code:	R3T 2N2

Name:	Judith E. Anderson
Street Address:	Faculty of Science, 121 Machray Hall, University of Manitoba
City:	Winnipeg
State/Country:	CANADA
Postal Code:	R3T 2N2

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	11916912

**CORRESPONDENCE DATA**

Fax Number: (204)942-5723  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**CH \$40.00 11916912**

Email: uspto@adeco.com  
Correspondent Name: Ade & Company Inc.  
Address Line 1: 2157 Henderson Hwy.  
Address Line 4: Winnipeg, CANADA R2G 1P9

ATTORNEY DOCKET NUMBER:

86491-102 MRW

NAME OF SUBMITTER:

Michael R. Williams

Total Attachments: 5

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**THIS AGREEMENT** made as of the 28 day of May, 2009 (the "Effective Date")

**BETWEEN:**

**Dr. Frank J. Burczynski, Dr. Judith E. Anderson, and Dr. GuQi Wang**  
(hereinafter referred to as the "Inventors")

-and-

**The University of Manitoba**  
(hereinafter referred to as the "University")

**WHEREAS**

- A. Dr. Frank J. Burczynski, Dr. GuQi Wang, and Dr. Judith E. Anderson, in the course of research at the University, invented and developed compositions and methods for enhancing nitric oxide delivery, (hereinafter referred as the "Technology");
- B. The Inventors and the University, are joint owners of the Technology;
- C. The Inventors assigned to the University their entire right, title and interest in and to the invention through an assignment agreement dated December 20, 2006.
- D. The University applied for patent protection of the Technology in the United States - US patent application 11/916,912 and a PCT application PCT/CA06/00942 all entitled: "Compositions and Methods for Enhancing Nitric Oxide Delivery"; ("the Patent");
- E. The Inventors wish to use their own initiative and resources to exploit the commercial potential of the Technology and the Patent ("together the "Subject Matter").
- F. The Inventors wish the University to assign back to the Inventors their entire and exclusive right, title and interest to the Technology and Patent, and the University agrees to do so subject to the terms and conditions of this agreement.
- G. Schedule "A" sets out all prepaid expenses incurred by the University related to the Technology less the expenses reimbursed by Inventors to date.

**IN CONSIDERATION** of the preamble, the conditions and covenants set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

**PATENT**

**REEL: 024520 FRAME: 0447**

## ARTICLE 1 - UNIVERSITY ASSIGNMENT

- 1.1 The University hereby re-assigns to the Inventors their entire world-wide right, title and interest in and to the Subject Matter which was previously assigned to the University by the Inventors.
- 1.2 The University shall not continue any patent prosecution with respect to the Technology and shall not incur or be responsible for any expenses in that respect or for the maintenance or defense of the Patent, and the Inventors hereby release the University from all such liabilities and obligations.
- 1.3 The distribution of all net profits arising from the sale of any of the Technology or Patent, will be determined in accordance with the University bylaw on intellectual property.
- 1.4 The Inventors shall reimburse \$57,017.20 to the University of Manitoba for all prepaid expenses incurred by the University related to intellectual property protections less the expenses reimbursed to date immediately upon the generation of any income or payments. For the avoidance of doubt, the inventors may first subtract and reimburse themselves for all patent prosecution costs they incur after the Effective Date of this Agreement prior to reimbursing the University of Manitoba for its prepaid expenses.
- 1.5 The Inventors shall provide a report to included information related to: patent status by territory, expenses incurred in legal protections, commercialization efforts and progress metrics (including CDA's signed, presentations and negotiations) on a yearly basis (beginning on January 31, 2010).

## ARTICLE 2 - REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 2.1 The University makes no representations or warranties, express or implied as to any matter whatsoever including, without limitation:
- (a) the conditions of the Technology, or results derived therefrom; or
  - (b) the ownership, merchantability, or fitness for a particular purpose of the Technology or results derived therefrom; or
  - (c) the scope of the Patent or that the Patent or Technology may be exploited by the Investors without infringing other patents; or
  - (d) the existence or non-existence of competing Technology.

All warranties and conditions, express or implied, statutory or otherwise are hereby disclaimed. The Inventors assume the risk of defects or inaccuracies in the Subject Matter and the University will have no liability, consequential, special, punitive or

otherwise which might arise from the use by the Inventors of the Subject Matter or any results derived therefrom.

- 2.2 The Inventors will defend, indemnify and hold harmless the University (including its officers, employees, students and agents) from all liabilities, demands, damages, expenses and losses arising out of the use, sale or other disposition by the Inventors, or by any party acting on behalf of or under authorization from the Inventors of the Subject Matter or out of any use, sale or other disposition by the Inventors, or by any party acting on behalf of or under authorization from the Inventors of any results, product or technique which was created or modified based on the Technology.

### ARTICLE 3 - MISCELLANEOUS

- 3.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and any modification or amendment shall not be binding upon any party unless mutually agreed in writing and signed on behalf of all parties by their duly authorized representatives.
- 3.2 This Agreement shall be interpreted and governed by the laws of Canada and the Province of Manitoba as applied to transactions taking place entirely within Manitoba, between Manitoba residents. Any action taken related to this Agreement shall be commenced in the Court of Queen's Bench (Winnipeg Centre) of Manitoba.
- 3.3 The Inventors are not agents of the University and have no authority to bind the University in any matter.


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3.4 The Inventors shall not use the University's name or trademark in any advertising or promotional material or publicity release relating to or upon the Technology without the University's prior written consent.

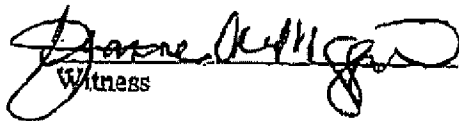
IN WITNESS HEREOF, Drs. Frank Burczynski, Dr. Judith E. Anderson, Dr. GuQi Wang and the University have caused this Agreement to be executed as of the day and year first written above.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Dr. Judith E. Anderson

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Dr. Frank Burczynski

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Dr. GuQi Wang

University of Manitoba

  
\_\_\_\_\_  
Witness

Per:   
\_\_\_\_\_  
VP (Administration)

**SCHEDULE A**

Technology Transfer Office

File Name: compositions and methods for enhancing nitric oxide delivery

File No.: 80.02.567

Inventors: Frank J. Buczynski, Dr. G. Wang and Dr. Judith E. Anderson

**PATENT & LEGAL FEES**

Company/Party	Invoice Date	Invoice No	Amount Paid	Paid Date
Ade & Company	07/18/2005	721471	165.98	09/30/2005
Smart & Bigger	12/14/2005	S 1233996	14063.33	01/31/2006
Smart & Bigger	01/06/2006	S1239043	1198.09	01/31/2006
Smart & Bigger	01/26/2006	S1243430	9070.55	02/28/2006
Smart & Bigger	06/30/2006	S 1280725	19045.52	07/31/2006
Smart & Bigger	07/31/2006	S 1287172	466.42	08/31/2006
Smart & Bigger	11/30/2006	S 1316550	1015.19	12/31/2006
Smart & Bigger	01/08/2007	S 1325257	548.13	02/28/2007
Smart & Bigger	03/09/2007	S 1341402	2017.58	04/30/2007
Smart & Bigger	11/09/2007	S 1399797	358.03	12/04/2007
Ridout & Maybee	12/06/2007	391242	1568.60	01/21/2008
Ridout & Maybee	02/21/2008	399100	5065.32	03/24/2008
Ridout & Maybee	02/21/2008	399099	330.36	03/24/2008
Ridout & Maybee	07/09/2008	414783	1302.39	08/14/2008
Ridout & Maybee	08/01/2008	416220	287.44	08/15/2008
Ridout & Maybee	10/30/2008	425953	514.33	

**TOTAL 57,017.20**

**PATENT**