

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UTI LIMITED PARTNERSHIP	11/24/2009
Dr. Naser El-Sheimy	10/26/2009
Dr. Andrew Hunter	11/20/2009
Dr. Zainab Syed	10/26/2009
Bruce Wright	11/06/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Trusted Positioning, Inc.
<b>Street Address:</b>	3553 31 St. NW - Alastair Ross Technology Centre
<b>Internal Address:</b>	Suite 114
<b>City:</b>	Calgary, AB
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	T2L 2K7
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12168744
Application Number:	12246126
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**REEL: 024683 FRAME: 0546**

NAME OF SUBMITTER:

John R. Moses

Total Attachments: 5

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FIRST AMENDED AND RESTATED  
ASSIGNMENT AGREEMENT

between

UTI LIMITED PARTNERSHIP  
Suite 130, 3553 - 31 Street NW  
Calgary, AB, T2L 2K7, Canada  
("UTI")

and <sup>Dr. AH</sup>

<sup>Dr.</sup> DR. NASER EL-SHEIMY, <sup>Dr. AH</sup> MR. ANDREW HUNTER,  
<sup>Dr.</sup> DR. MR. ZAINAB SYED, DR. BRUCE WRIGHT  
University of Calgary  
2500 University Drive NW  
Calgary, AB T2N 1N4  
("Inventors")

An agreement effective as of the date of the last signature below.

WHEREAS the Inventors and UTI are parties to an Assignment Agreement dated November 29, 2006 ("Assignment Agreement") related to the Invention entitled: *A Portable Navigation System* (UTI disclosure number 524.8); and,

WHEREAS the Inventors have created a new start-up company called ~~Eyeunit Navigation Solutions Inc.~~; and, <sup>Trusted Positioning Inc. (TPI)</sup>

WHEREAS UTI has granted ~~Eyeunit Navigation Solutions Inc.~~ assignment to the Invention; and, <sup>TPI</sup> <sup>Dr. NES</sup>

WHEREAS the Inventors and UTI wish to amend the Assignment Agreement to account for any equity received by UTI from ~~Eyeunit Navigation Solutions Inc.~~ pursuant to the assignment agreement to ~~Eyeunit Navigation Solutions Inc.~~ <sup>TPI</sup> <sup>Dr. NES</sup>

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto covenant and agree each with the other as follows:

1. Assignment of Rights

You hereby assign to UTI all your interest in the Invention and any interest in any improvements to the Invention that you may develop or acquire in the future, subject to rights of third parties to any such improvements. <sup>NE</sup>

2. Commercial Development

<sup>Dr. NES</sup>

As owner of the Invention, UTI has the exclusive right to direct the commercial exploitation of the Invention and will use reasonable efforts to effect the commercial development. UTI will engage in meaningful consultation with you throughout the process, however, signing authority on all commercial matters remains with UTI.

### 3. Intellectual Property Protection

UTI will consult with you on appropriate methods of protecting the Invention. If UTI decides that protection through registration of a patent, copyright, trade mark, industrial design or similar method is appropriate, UTI may, but has no obligation to, **initially** pay all costs provided other means such as grants or commercial partners are unable to do so. The costs of these registrations will be subsequently recovered by UTI from the revenue, if any, as detailed below in Clause 4.

Should UTI conclude that registration is not appropriate, you may, at your own cost, make such registrations, provided that the commercial potential of the Invention is not diminished.

### 4. Royalty and Recovery

Revenues received by UTI from the Invention will be applied in the following order:

- first, to repay UTI's direct project specific expenses. These expenses include but are not limited to: legal expenses, registration costs of intellectual property (e.g. patent costs), marketing costs, direct office costs such as: photocopy charges, courier charges, long distance telephone and fax charges, bank charges, currency differences and travel expenses;
- second, of the remaining amount will be paid to the Inventors as royalty (in the proportions set out below);

Naser El-Sheimy	-	)
Andrew Hunter	-	)
Zainab Syed	-	)
Bruce Wright	-	)

- lastly, the remaining amount shall be retained by UTI.

Notwithstanding the above, one hundred (100%) percent of any equity received by UTI from ~~Eyeonite Navigation Solutions Inc.~~ shall be retained by UTI and shall not be subject to the revenue distribution as set out in this Section 4.

Royalty payments and a detailed accounting report showing revenues received by UTI and expenses paid by UTI will be forwarded to the Inventors within 30 days of UTI receiving any revenues. If no revenue is received and/or no royalty payments are due, UTI will provide a detailed accounting report by February 1<sup>st</sup> each year for expenses incurred during the previous calendar year.

UTI's direct project specific expenses will **NOT** include UTI employee's salaries or general UTI operation overhead amounts.

#### 5. Additional Research

The Inventors agree that, if requested by UTI, they will negotiate in good faith to enter into a product development agreement or a research contract to enhance the Invention or for such other purposes as may be specified in such additional agreement. All research and development tax credits and other fees will be credited, to the extent possible, to UTI but will not form part of the cost recovery or royalty payments to UTI pursuant to Clause 4.

#### 6. Continued Use by Inventors

Inventors are entitled to use the Invention for the following purposes;

- a) education of students of the University or in professional seminars;
- b) basic research and further development and improvement of the Invention; and,
- c) in connection with commercial development of the Invention by UTI.

#### 7. Right to Invention

Each Inventor represents to UTI that the Inventors have invented, created, or developed the Invention free of any claim from any party other than the University and thus, UTI will own the Invention free of any encumbrances or security interests. Each Inventor represents to UTI that each is not aware of any patent, copyright, industrial design, trade mark, trade secret or other industrial or intellectual property right which is or could be infringed by the Invention.

#### 8. Assistance

Each Inventor agrees to assist UTI in the commercial development of the Invention. If and when a commercial partner is found, UTI will endeavour to arrange consulting contracts to assist with the commercial development if this is appropriate and the Inventors are interested.

From time to time, at UTI's request, you will provide copies of information about the Invention. If reasonably requested by UTI, you will consult without charge with UTI and its customers on matters relating to commercial development and use of the Invention, as long as you are employed by the University, subject to being reimbursed for out-of-pocket expenses. Following your employment with the University, you will continue to consult provided you are available and subject to being paid a reasonable consulting fee as determined by UTI.

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**9. Defense of Infringement Claims**

UTI may, but has no obligation to, defend any action claiming that the Invention infringes any other person's rights. UTI will consult with Inventors but will retain sole control of the defense and settlement negotiations. Liabilities which arise from any claim will be paid by UTI except those resulting from facts which are misrepresented by the Inventors.

When facing infringement claims, UTI may, at its option and expense, either procure the right to continue using the Invention with a proportionate adjustment to the Inventors' royalty or modify the Invention so that it becomes non-infringing.

**10. Assignment**

UTI will not, without the Inventors' consent, transfer any part of this Agreement except to the University or any entity controlled by the University.

**11. Termination**

**11.1 Inventor(s) Termination**

If after five years, UTI has not entered into any commitment for the commercial development of the Invention, UTI will, at your written request, reassign back to you your original pro rata share of ownership in the Invention, subject to UTI's recovery from you of your pro rata share of direct costs to date, (as above, Clause 4), and subject to your agreement to pay to the University 50% of all future royalties you receive from the Invention which represents the University's economic interest. In the event one or more co-inventors do not request reassignment of their ownership rights and their rights remain with UTI, it is further agreed that UTI will continue to have the exclusive right to prosecute patent applications before the patent offices. You agree to communicate fully with UTI and not to communicate with a patent office except through UTI with respect to such prosecution, and UTI agrees to keep you fully informed of the progress of the prosecution. In that event, you further agree to continue to reimburse UTI your pro rata share of the costs of obtaining and maintaining the patent protection.

**11.2 UTI Termination**

UTI may at any time terminate its obligations under this agreement and will reassign ownership of the Invention on a pro rata basis to the interests assigned to UTI pursuant to this agreement and other agreements dealing with the Invention. If the University elects not to request reassignment of its economic interest as it relates to the Invention, UTI reserves for the University of all future royalties representing the University's economic interest. On the reassignment to the Inventor(s), UTI will have no further obligations to the Inventor(s) under this Agreement.

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**12. Confidentiality**

UTI, yourself and any commercial partner must work together to ensure the availability of information through timely publication and registration. The process of commercialization, and in particular the protection of the Invention, will require that prudence be used with respect to publishing the results of research that could restrict protection. In this regard, you agree not to disclose any information with respect to the Invention without consulting with UTI and you will exercise reasonable precautions to safeguard the confidential and proprietary nature of information with respect to the Invention.

This agreement shall be effective as of the date of the last signatory below and shall supersede and replace the previous Assignment Agreement dated November 29, 2006.

**Accepted and agreed.**

UTI LIMITED PARTNERSHIP  
By its General Partner,  
University Technologies International Inc.

Per: Kevin S. Casement Nov 24, 2009  
Kevin S. Casement, Ph.D. Date  
Interim President & CEO

[Signature] [Signature] Oct 2, 2009  
Dr. Naser El-Sheimy Witness Name (print): Chris Goodall Date

[Signature] [Signature] Nov 20, 2009  
Dr. Mr. Andrew Hunter Witness Name (print): Chris Goodall Date

[Signature] [Signature] Oct 26/09  
Dr. Mr. Zainab Syed Witness Name (print): Chris Goodall Date

[Signature] [Signature] Nov 6, 2009  
Dr. Bruce Wright Witness Name (print): Chris Goodall Date  
Mr. [Signature]

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[Signature]  
[Signature]