

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
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Property Type	Number
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Total Attachments: 2 source=2010-07-27_5658-00016_Assignment-Guelph#page1.tif source=2010-07-27_5658-00016_Assignment-Guelph#page2.tif	

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## ASSIGNMENT OF INVENTION AND CONFIDENTIALITY AGREEMENT

TO: UNIVERSITY OF GUELPH (the "University")

RE: Invention known as:

"Compositions and methods of enhancing immune responses to Eimeria" and claims priority to US Provisional patent application 60/984,612 filed November 1, 2007.

and all know-how directly related thereto (collectively, the "Invention")

EFFECTIVE: 16 February 2010 (the "Effective Date")

We, the undersigned creators and inventors of and contributors to the Invention (individually the "Creator" and collectively the "Creators") enter into this agreement, with effect on the Effective Date, to confirm to the University the ownership of and other rights to the Invention:

IN CONSIDERATION OF the benefits that the Creator(s) will receive in accordance with the University's Inventions Policy, and other good and valuable consideration, each Creator hereby:

- (a) assigns and transfers to the University all of his/her right, title and interest, existing and future and throughout and in any part of the world, in and to the Invention including, but not limited to, all patents and patent applications, all continuation, divisional and re-issue applications related to the Invention, and the right to file priority applications in order to obtain or secure patents related to the Invention;
- (b) agrees to provide the University, in writing, a request for publication related to the Invention, and a copy of the manuscript or proposed publication for review, at least sixty (60) days prior to the publication date. This is to allow sufficient time for adequate steps to be taken to ensure intellectual property protection, including the filing of patent application(s);
- (c) agrees to maintain and provide to the University all reasonably required written information and records relating to the Invention (including, but not limited to, lab notebooks and other supporting data), to sign all necessary papers and to co-operate fully (at no out-of-pocket cost to himself/herself) with the University or its designee to enable the University to obtain, maintain or enforce (for itself or its designee) all patents or other intellectual property protection for the Invention;
- (d) represents and warrants that:
  - i. the individuals whose names appear in the signature section below are the University of Guelph creators of the Invention which was developed in collaboration with the University of Arkansas;
  - ii. he/she has not taken any action to assign or transfer the Invention or any associated copyright in works (in any media) which describe the Invention, or to grant any license or other rights or interests therein to any third party; and
  - iii. to the extent that the Invention includes the results of, or is based upon, research regarding human subjects, such research received all requisite approvals and complies with all relevant approved research plans and personal information privacy policies and laws;
- (e) agrees to the University proceeding to commercialize the Invention, if the University decides to do so;
- (f) agrees to keep the Business Development Office of the University informed of his/her current mailing address, authorizes the University to send correspondence or documents relating to the Invention or revenues of the type referred to in paragraph (i) below to him/her to the last address provided by him/her to the Business Development Office, and acknowledges that delivery by ordinary mail of any such correspondence or documents to such address will constitute sufficient and appropriate delivery thereof to him/her;

- (g) understands that the provisions of the University's Inventions Policy will apply to the commercialization of, and to the sharing of net income from, the Invention. Further with respect to the formula for sharing of net income from the Invention between the Creator(s) and the University, that the Creator(s) will have the unfettered option to select either the formula of the June 1, 1991 University's Inventions Policy or the new formula once it is developed. The choice of formula must be agreed to by all Creator(s) and be confirmed in writing to the Business Development Office;
- (h) agrees that this Agreement may not be modified, or terminated, in whole or in part, except in writing signed by all of the parties hereto (including an authorized representative of the University);
- (i) agrees that the representations and warranties in this Agreement will survive the assignment, transfer and waiver effected by this Agreement and that the discharge of his/her obligations in this Agreement will be an obligation of his/her executors, administrators or other legal representatives;
- (j) agrees that this Agreement may be signed and then delivered
  - i. in counterparts, all of which shall, upon receipt of identical copies by all parties, comprise a single agreement, and
  - ii. by facsimile or other electronic transmission by any or all parties;
- (k) acknowledges that he/she has had an opportunity to review a copy of the University's current Inventions Policy;
- (l) acknowledges that in order for the University to protect the intellectual property of and/or to commercialize the Invention, additional assignment of rights to the University, including, but not limited to, copyright in works (in any media) which describe the Invention (collectively referred to as "Related works") may be required;
- (m) agrees that this Agreement is governed by the laws of Ontario and the federal laws of Canada applicable therein; and
- (n) acknowledges and agrees that he/she has read and understands the terms and conditions in this Agreement and the documents referred to herein, and that he/she has had full opportunity to seek independent legal advice in this regard.

Signed:

David Hobson 16 Feb 2010  
Signature of Witness

John R. Barta  
John R. Barta

DAVID HOBSON  
71 WILTON RD. GUELPH ON  
Witness Printed Name and Address

16. II. 2010  
Date

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Signature of Witness

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Said El-Ashram

\_\_\_\_\_  
Date

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Witness Printed Name and Address