

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 Governing Council of the University of Toronto	01/19/2001

RECEIVING PARTY DATA

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PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6584341

CORRESPONDENCE DATA

Fax Number: (703)739-9889

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

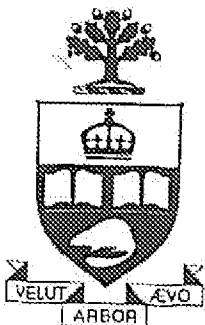
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Phone: 703-739-9888
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Correspondent Name: Dowell & Dowell. P.C.
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Address Line 2: Suite 220
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	13437ASSIGN2
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NAME OF SUBMITTER:	Ralph A. Dowell
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University of Toronto

OFFICE OF THE VICE-PRESIDENT — RESEARCH AND INTERNATIONAL RELATIONS

ASSIGNMENT OF RIGHTS FROM THE UNIVERSITY OF TORONTO

In consideration of the terms and mutual covenants hereinafter contained and other good and valuable consideration in the sum of Two Dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, **The Governing Council of the University of Toronto**, its successors and assigns (collectively the "Assignor"), and **Andreas Mandelis, Lena Nicolaidis, and Jose A. Garcia**, their heirs, executors, administrators and assigns (collectively the "Assignee") covenant and agree as follows:

1. Definitions

As used in this Assignment, the following terms shall have the following meanings:

- (a) "Net Revenues" shall mean the royalty, licensing and other revenue directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention less legal and other fees that the Assignee incurs directly in the process of establishing and maintaining the legal protection of those rights.
- (b) "Equivalent Revenues" shall mean the fair market value of non-cash consideration directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention.
- (c) "Invention" shall mean the **"Simultaneous Frequency-Domain Infrared Photothermal Radiometry (PTR) & Modulated Laser Luminescence (LM) Metrology & Instrumentation for Diagnosis & Treatment of Dental Caries & Defects in Teeth"** described in Appendix A annexed hereto.
- (d) "Aggregate Revenue" shall mean the aggregate of Net Revenues plus Equivalent Revenues.

2. Assignment of Rights

The Assignor hereby assigns to the Assignee all right, title and interest, whatever the same may be (but without any representation or warranty as to the nature, extent or validity thereof) which the Assignor now has or may in the future have in the Invention including without limitation all copyrights, trade secrets and the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may issue from any such applications and the right to sell or license the Invention subject to the University Collaboration Agreement with Materials & Manufacturing Ontario (MMO) dated January 01, 1998, attached as Appendix B.

3. Licence to Use

Notwithstanding the rights granted above, the Assignor shall retain a royalty-free, non-exclusive licence to use the Invention for research, educational and administrative purposes.

4. Consideration for Rights

In consideration of the rights granted the Assignee pursuant to this Assignment, the Assignee agrees to pay the Assignor **25%** of the Aggregate Revenue (the "Assignor's Share of Revenue").

5. Annual Report

The Assignee agrees to provide the Assignor with an annual report on or before the thirtieth day following the anniversary of the execution of this Assignment outlining the patent, license and ownership status of the Invention.

6. Payments

The Assignor's Share of Revenue shall be paid to the Assignor annually on or before the thirtieth day following the anniversary of the execution of this Assignment accompanied by a statement of the Net Revenues and Equivalent Revenues received by the Assignee during the previous twelve months and a computation of the Assignor's Share of Revenue. The Assignor's Share of Revenue, as and when received by the Assignee, shall be deemed to be held by the Assignee in trust for the Assignor until such time as it is paid in full to the Assignor.

7. Accounting Records

The Assignee agrees to maintain proper accounting records in respect of the Net Revenues and Equivalent Revenues received for the Invention. The Assignor and/or its representatives shall have the right once each year at the Assignor's expense to inspect and make copies of such books and accounting records (the "Records"). If following such inspection the Aggregate Revenue is found to have been understated by more than 5%, then the Assignee shall pay the costs of such inspection provided that such understatement had not been uncovered and corrected by the Assignee. In the event that the Assignee fails to maintain satisfactory Records according to generally accepted accounting principles, the Assignor shall have the right without the Assignee's consent to engage at the Assignee's expense a firm of chartered accountants (the "Accountants") for the purpose of maintaining the Records. In fulfilling their responsibilities, the Accountants may notify any interested person to direct to the Accountants any Net Revenues and Equivalent Revenues and the Accountants may deduct their fees in respect of their services from the share of the Aggregate Revenue payable to the Assignee.

8. Indemnity

The Assignee agrees to indemnify and save the Assignor harmless from and against any loss arising out of or pursuant to any claims or demands in connection with the Invention and all costs, damages and expenses (including reasonable legal fees) incurred by the Assignor in connection therewith.

9. Release

Save and except for the right to enforce the terms contained in this Assignment, the Assignor releases the Assignee from any and all claims that the Assignor may now have or may in future have in respect of the Invention.

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10. Consent to Further Assignment

Notwithstanding anything in this Assignment, the Assignee shall not assign or license any or all of the Assignee's rights to the Invention, or amend any such agreements, without the prior written consent of the Assignor, such consent not to be unreasonably withheld.

11. Use of Name

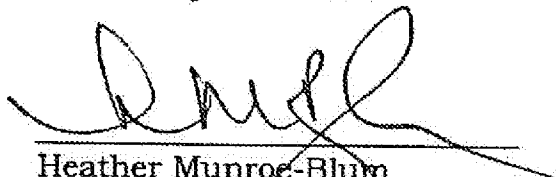
The Assignee shall not use the name of the Assignor or any part thereof nor any modification or abbreviation thereof or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof, without the prior express written consent of the Assignor.

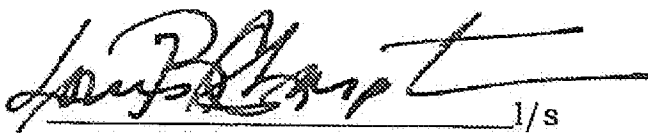
12. Titles

Paragraph titles in this Assignment are for purposes of convenience only and shall not be used in the interpretation of this Assignment.


Executed at Toronto, Ontario this 19th day of January, 2009.

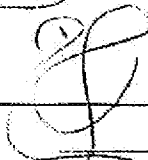
**The Governing Council of the
University of Toronto**

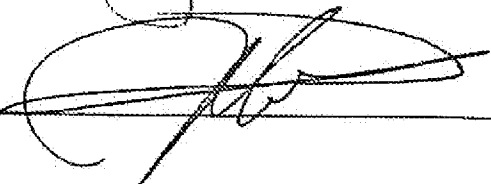

Heather Munroe-Blum
Vice-President
Research and International Relations

 /s
Louis R. Charpentier
Secretary

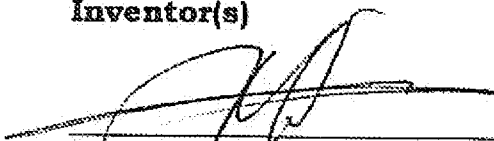
Witness

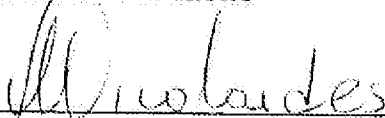


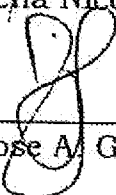




Inventor(s)



Andreas Mandelis


Lena Nicolaides


Jose A. Garcia