

PATENT ASSIGNMENT

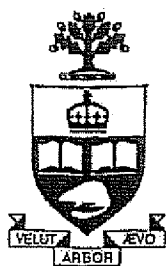
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aaron Wheeler	06/25/2008
Mais Jebrail	06/25/2008
RECEIVING PARTY DATA	
Name:	The Governing Council of the University of Toronto
Street Address:	27 King's College Circle
Internal Address:	Simcoe Hall, Room 133S
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5S 1A1
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12285567
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Dowell & Dowell, P.C.
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Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	16600
NAME OF SUBMITTER:	Alyssa Ann Finamore arp
Total Attachments: 3 source=16600assign#page1.tif source=16600assign#page2.tif source=16600assign#page3.tif	

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University of Toronto

OFFICE OF THE VICE-PRESIDENT, RESEARCH

ASSIGNMENT OF RIGHTS TO THE UNIVERSITY OF TORONTO BY THE INVENTOR

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 **Aaron Wheeler, Mais Jebrail**, their heirs, executors, administrators and assigns (collectively the "**Inventor**") and **The Governing Council of the University of Toronto**, its successors and assigns (collectively the "**University**") covenant and agree as follows:

- 1) As used in this Assignment,
 - a) "Invention" means the invention entitled "**Protein Extraction Using Digital Microfluidics**" created by the Inventor as described in the confidential invention disclosure form attached as Appendix A.
 - b) "Management Fee" means a fee for services provided by the University in connection with the commercialization of the Invention, but does not include legal and other fees incurred directly in the process of establishing and maintaining the legal protection of the Invention.
 - c) "Net Revenue" means the royalty, licensing and other income or equivalent financial return received from the assignment or licensing of the rights in the Invention, less legal and other fees incurred directly in the process of establishing and maintaining the legal protection of those rights.
- 2) The Inventor hereby assigns to the University 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 Inventor now has or may in the future have in the Invention including without limitation 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 be issued from any such applications and the right to sell, license or assign the Invention or the rights thereto.
- 3) The Inventor agrees to make full and complete disclosure of the Invention to the University, and shall make available to the University any physical embodiments of the Invention and other data that will be or that may be useful to the University in exercising its rights in the Invention.

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- 4) The Inventor agrees to execute, acknowledge and deliver all such further assurances and to do all such acts as may be necessary to carry out the intent and purpose of this Agreement, including without limitation, to execute powers of attorney and other documents required to maintain intellectual property protection of the Invention, and to review and provide comments with respect to such intellectual property protection when requested by the University.
- 5) In consideration of the rights granted to the University pursuant to this Assignment, the University will distribute Net Revenue as follows:
 - a) Firstly 20% of Net Revenue will be retained by the University as a Management Fee;
 - b) the remaining Net Revenue will be divided as follows:
 - i) 75% payable to the Inventor; and,
 - ii) 25% retained by the University, to be distributed in accordance with the Inventions Policy.
- 6) If an arrangement for commercialization of the Invention is made which provides consideration to the University other than cash, the parties will share the proceeds of such non-cash consideration in the same proportion as provided in paragraph 5.
- 7) Any money to be paid by the University pursuant to this Assignment shall be paid to the Inventor annually on or before the thirtieth day following the anniversary of the execution of this Assignment.
- 8) The University shall provide the Inventors with an annual, written report on the Invention, annually on or before the thirtieth (30th) day following the anniversary of the execution of this Assignment. Such report shall include information on any commercialization and patenting activities undertaken in relation to the Invention in the preceding period.
- 9) The University agrees to indemnify and save the Inventor 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 Inventor in connection therewith, except to the extent caused by the Inventor's breach of any of the Inventor's obligations herein or of any representations or warranties given by the Inventor in the disclosure.
- 10) Save and except for the right to enforce the terms contained in this Assignment, the Inventor releases the University from any and all claims that the Inventor may now have or may in future have in respect of the Invention.
- 11) If the University has not made reasonable efforts to enter into an agreement with a third party to commercialize the Invention within two years of execution of this agreement the Inventor shall have the right to revoke the assignment made hereunder by providing the University with ninety (90) days written notice of such revocation. On or before the expiry of the notice period the University shall execute an assignment of rights back to the Inventor for the Invention and all rights granted herein. Such assignment shall be in the normal form of the University, except that it shall provide that if, in the year following the reassignment of the Invention to the Inventor, the Inventor grants rights in the Invention to a party to whom the University has described and/or demonstrated the Invention during the term of this Agreement, the Net Revenue resulting from

such grant of rights shall be shared with the University in the manner described in clause 5 above.

- 12) Any disputes arising under this agreement shall be resolved by the parties in accordance with the dispute resolution procedures set out in the *Inventions Policy*.

Executed at Toronto, Ontario this 25th day of June, 2008.

Witness

[Signature]
[Signature]

Inventors

[Signature]
Aaron Wheeler
[Signature]
Mais Jebrail

The Governing Council of the
University of Toronto

[Signature]
Tim McTiernan PhD
Assistant Vice-President, Research

[Signature] /s/
Louis R. Charpentier
Secretary