

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS REPRESENTED BY THE MINISTER OF THE DEPARTMENT OF NATIONAL DEFENCE	07/12/2010
RECEIVING PARTY DATA	
Name:	James A McAlear
Street Address:	272 Madhu Crescent
City:	Ottawa, ONT
State/Country:	CANADA
Postal Code:	K2C 4J3
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13140383
CORRESPONDENCE DATA	
Fax Number:	(970)692-2203
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	docket-oppedahl@oppedahl.com
Correspondent Name:	Oppedahl Patent Law Firm LLC
Address Line 1:	P O Box 5940
Address Line 4:	Dillon, COLORADO 80435-5940
ATTORNEY DOCKET NUMBER:	CASS.P006
NAME OF SUBMITTER:	Carl Oppedahl
Total Attachments: 10 source=Assignment from Canada (DND) to McAlear_12 July 2010#page1.tif source=Assignment from Canada (DND) to McAlear_12 July 2010#page2.tif source=Assignment from Canada (DND) to McAlear_12 July 2010#page3.tif source=Assignment from Canada (DND) to McAlear_12 July 2010#page4.tif source=Assignment from Canada (DND) to McAlear_12 July 2010#page5.tif	

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**FORM 3 – TRANSFER OF RIGHTS AND CONSENT PURSUANT
TO SECTIONS 4 AND 8 OF THE PUBLIC SERVANTS INVENTION ACT**

THIS AGREEMENT for transfer of certain Developed Technology ("Agreement"), made in duplicate,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of the Department of National Defence (DND), having its headquarters at 101 Colonel By Drive, Ottawa, Ontario, K1A 2K0 (hereinafter "Transferor");

- and -

JAMES MCALEAR, residing at 272 Madhu Crescent, Ottawa, Ontario K2C 4J3 (hereinafter "Transferee");

WHEREAS in consequence of design and development under the direction and at the expense of the Transferor there has been developed Intellectual Property including inter alia copyright information, software, source code, object code, documentation, technical designs, hardware, trade secrets and know-how, patented and unpatented, relating to "System Device and Method for Secure Provision of Key Credential Information" (hereinafter "Developed Technology"), more particularly described in PCT/CA2009/001832; CA 2,650,163; US 12/321,519 (DND file numbers 1416-07/033PCT; 1416-07/033CA; 1416-07/033US), including the Public Servant Report of an Invention, dated December 10, 2007;

AND WHEREAS the Transferee, a Public Servant, created Intellectual Property in the Developed Technology which was reported to the Minister of the Department of National Defence December 10, 2007, pursuant to section 4 of the *Public Servants Inventions Act*;

AND WHEREAS the interest arising from the Transferee in the Developed Technology is owned by the Crown and such ownership was certified February 22, 2008, pursuant to section 5 of the *Public Servants Inventions Act*;

AND WHEREAS the Transferee is desirous of acquiring all ownership, interest and Intellectual Property rights to the Developed Technology;

AND WHEREAS the Transferor and the Transferee agree to the assignment of all ownership, interest and Intellectual Property rights vested in Transferor to the Developed Technology, on the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, and for \$17,000 payment (as detailed in Section 2.5) (the sufficiency of which is hereby mutually acknowledged), the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions. The following terms shall have the following respective meanings for the purposes of this Agreement:

- (a) **"Agreement", "hereto", "hereof", "herein", "hereunder"** and similar expressions mean this Agreement;
- (b) **"Business Day"** means any day, other than a Saturday, Sunday, statutory or a civic holiday, observed in the Province of Ontario;
- (c) **"Effective Date"** means the date of execution by the last party to become signatory to this Agreement;
- (d) **"Improvements"** means any change, enhancement, update, upgrading or functional change made to the Developed Technology;
- (e) **"Intellectual Property" (IP)** means rights relating to
 - (i) literary, artistic and scientific works,
 - (ii) inventions in all fields of human endeavour (which may or may not be patented),
 - (iii) scientific discoveries,
 - (iv) technical information, know-how, show-how and trade secrets,
 - (v) industrial designs,
 - (vi) trade marks, service marks and commercial names and designations,
 - (vii) layout designs of semiconductor integrated circuits (integrated circuit topography), andall other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (f) **"Developed Technology"** means the Transferor owned Intellectual Property and technologies, including all patent applications and Letters Patent applicable thereto which may be granted or issued from time to time by any country or economic union with respect to the Developed Technology or any part thereof, as described in PCT/CA2009/001832; CA 2,650,163; US 12/321,519 (DND file numbers 1416-07/033PCT; 1416-07/033CA; 1416-07/033US), including the Public Servant Report of an Invention, dated December 10, 2007;
- (g) **"Parties"** means Transferor and Transferee collectively and **"Party"** means any one of them.

ARTICLE 2: ASSIGNMENT

- 2.1 Assignment of Developed Technology.** Subject to the terms and conditions of this Agreement and pursuant to Sections 8 of the *Public Servants Invention Act*, Transferor hereby irrevocably grants, assigns, transfers, conveys and sets over to Transferee all right, title and interest in and to the Developed Technology and to any and all Letters Patent that may be granted or issued from time to time by any country or economic union with respect to the Developed Technology or any part thereof. The Transferor also hereby irrevocably and permanently waives any and all moral rights, as this term is defined in the *Copyright Act*, R.S.C. 1985, Chap. C-42, in and to the Developed Technology and any part thereof. Further, Transferor hereby attests that it has all rights to the Developed Technology that it is assigning to Transferee and attached in Annex A is the Vesting Notice and the subsequent Assignment recognizing said rights.
- 2.2 Protection.** Pursuant to paragraph 4(b) of the *Public Servants Invention Act*, Transferor hereby authorizes and empowers Transferee, its successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of Intellectual Property right protection for the Developed Technology, or any part thereof, filed by Transferor, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any Convention which may henceforth be substituted for it and to invoke and claim such right of priority without further written or oral authorization from Transferor, and the Transferor hereby assigns all its rights to claim such priority in any country from the first application for the Developed Technology.
- 2.3 Consent.** Transferor also consents that a copy of this Agreement shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or economic union for any purpose and particularly in proof of right of Transferee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any Convention which may henceforth be substituted for it.
- 2.4 Acts.** Transferor agrees that the Transferor will, when requested, without charge to Transferee but at Transferee's expense, sign all papers, take all rightful oaths and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or any other form of Intellectual Property right protection for the Developed Technology, or any part thereof, in any country or economic union, and for vesting title thereto in Transferee, its successors, assigns and legal representatives or nominees.
- 2.5 Payment.** Transferee agrees to pay Transferor the aforementioned sum of \$17,000 from the ongoing sales revenue of the Transferee's business at a rate of \$1700 per annum for a period of 10 years. For the purpose of the Agreement "Sales Revenue" means the net sales in Canadian funds of the Developed Technology according to the formula:
Net sales = Gross sales - [(customer discounts, returns, allowances)
+ (customs, excise and sales taxes)]

Where, in a given year, sales revenue do not exceed \$1700, at the option of the Transferee, the required payment may be deferred until the following year or, at the option of the Transferor, the required payment may be waived. All amounts payable to the Transferor shall be in the name of the Receiver General for Canada.

- 2.6 Reports and Records.** The Transferee shall furnish the Transferor with annual reports, including a nil report, regarding the sales revenue from the sale of products incorporating the Developed Technology. At its own expense, Transferee will keep detailed and complete records in accordance with generally accepted accounting principles in respect of the sales of the Licensed Products.

ARTICLE 3: IMPROVEMENTS

- 3.1** The Transferor hereby states that any Improvements to the Developed Technology produced by Transferee will belong to Transferee, unless such work is executed under a separate agreement which shall specify the ownership of the Improvements vests with Transferor.

ARTICLE 4: GENERAL

- 4.1 Amendment.** This Agreement may be amended only by written agreement executed by both Parties.
- 4.2 Binding Agreement.** This Agreement is a legal and valid obligation binding on each Party and is enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by each Party does not conflict with any agreement, instrument or understanding, oral or written, to which each Party is a party or by which either Party may be bound, not violate any law or regulation of any court, governmental body or administrative or other agency having authority over either Party.
- 4.3 Effective Date.** All the rights, duties and obligations of the Parties set forth in this Agreement shall commence and be in full force and effect from the Effective Date.
- 4.4 Entire Agreement.** This Agreement and the agreements contemplated herein or therein, supersedes all prior agreements, understandings, negotiations and discussions between the Parties, whether oral or written, and constitutes the entire agreement between the Parties with respect to the Developed Technology.
- 4.5 Enurement and Binding Effect.** This Agreement and everything contained herein shall enure to the benefit of and be binding upon the permitted successors and assigns of the Parties hereto.

- 4.6 Jurisdiction.** This Agreement shall be governed by the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to its rules on the conflict of laws. Each Party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.
- 4.7 Independent Contractors.** Each of the Parties hereto is acting as an independent contractor and nothing in this Agreement shall be deemed to constitute either of the Parties a partner or member of a joint venture with or an agent of the other Party and neither Party has any express or implied right or authority to assume or create any legal obligations or responsibilities on behalf of, or in the name of, the other Party.
- 4.8 Notice.** All notices, payments and other documents and communications shall be given to the Parties at the addresses specified in this Article. Unless otherwise provided in this Agreement, all documents and communications shall be in writing and may be delivered by mail, or by facsimile as follows:

FOR TRANSFEROR:

Attention: AnhThu Lauzon
DMPP 8 - NDHQ
555 boulevard de la Carriere
Gatineau, Quebec K1A 0K2

Tel No.: (613) 995-8022
Fax No.: (613) 990-1205

FOR TRANSFEREE:

Attention: James McAlear
272 Madhu Crescent,
Ottawa, Ontario K2C 4J3

Tel No.: (613) 274-7567
Fax No.:

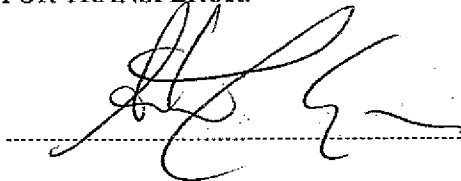
A notice shall be deemed to have been sent and received on the day it is delivered personally or on the next Business Day if delivered by courier or, if telecopied, on the day transmission is confirmed. If such day is not a Business Day or if the notice is received after ordinary office hours (time at place of receipt), the notice shall be deemed to have been sent and received on the next Business Day. Any Party may change its address for the purpose of this Agreement by notice in writing to the other Party as provided herein.

- 4.9 Severability.** The various provisions of this Agreement shall be considered legally severable. If any provision or portion of this Agreement is determined to be unenforceable or prohibited by any applicable treaty, law or regulation such provision or portion shall be modified to conform with said applicable treaty, law or regulation and the original intent of the Parties. The remaining provisions shall remain in full force and effect providing the intent of the Agreement is not substantially changed.

July 2010

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by their proper officers, duly authorized to act on their behalf.

FOR TRANSFEROR:

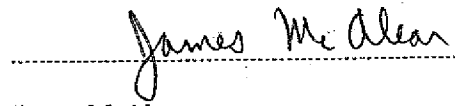


AnhThu Lauzon
Directorate Material Policy and Procedures 8
for Deputy Minister of National Defence

DND
Seal

Signed and Sealed this 12 day
of July, 2010.

FOR TRANSFEREE:



James McAlear

Signed and Sealed this 6th day
of July, 2010

ANNEX A


Vesting Notice pursuant to Section 5
Of the *Public Servants Invention Act*
&
Assignment of Developed Technology to
Her Majesty the Queen in Right of Canada

Ref. No.: 1423-115

7/7

Initials:

AL
Transferor


Transferee

FORM 2

This is to certify that, pursuant to Section 5 of the Public Servants Inventions Act, the Minister of National Defence has determined that the following invention:

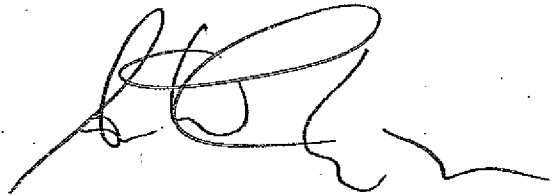
METHOD FOR PROTECTING CRITICAL INFORMATION FROM PC MALWARE

which was reported to the Minister by: James A. McAlear

on the 10th day of December, 2007,

is vested in Her Majesty in Right of Canada.

Dated this 22nd day of February 2008.



AnhThu Lauzon
Intellectual Property Manager
Directorate Materiel Policy & Procedure 8

ASSIGNMENT OF RIGHTS IN INVENTION

WHEREAS, James A. McAlear (hereinafter "Assignor") residing at 272 Madhu Crescent, Ottawa, Ontario, Canada, K2C 4J3, has invented a SYSTEM, DEVICE AND METHOD FOR SECURE PROVISION OF KEY CREDENTIAL INFORMATION (hereinafter referred to as the "Invention") for which Assignor is making application for Letters Patent in the United States of America; and

WHEREAS, Assignor desires to assign 100% undivided interest in said Invention, said application disclosing the Invention and any Letters Patent which may be granted therefore to Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, (hereinafter "Assignee") having a place of business at 101 Colonel By Drive, Ottawa, Ontario, Canada, K1A 0K2, and whereas said Assignee is desirous of acquiring the entire right, title and interest in the same;

NOW, this indenture witnesseth, that for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged;

Assignor hereby assigns, sells, and transfers 100% undivided interest in said Invention, said application, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, Convention rights, and other benefits accruing or to accrue to them with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said United States Letters Patent to said Assignee, as assignee of the whole right, title, and interest thereto;

And Assignor further agrees to execute all necessary and lawful future documents, including assignments in favor Assignee, or its designees as Assignee or its assignees may from time-to-time present to Assignor in order to perfect title in said Invention, modifications, and improvements in said Invention, applications and Letters Patent in the United States and countries foreign thereto;

And Assignor further agrees to sign and properly execute such necessary and lawful papers for application for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or for obtaining any reissue or reissues of any Letters Patent which may be granted for the aforesaid Invention, as the Assignee thereof shall hereafter require and prepare at its own expense.

WHEREFORE, Assignor, intending to be legally bound, has set his hand and seal below.

Jan 8, 2009
Date

Witnessed:

Jan 8, 2009
Date

Jan 8/09
Date

Assignor:

Jim McAlcar
James A. McAlcar

[Signature]
Signature of First Witness

Brian Ritchot
Name of First Witness

[Signature]
Signature of Second Witness

Donald McAlcar
Name of Second Witness