

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Davor Ojkic	12/02/2010
RECEIVING PARTY DATA	
Name:	University of Guelph
Street Address:	102-150 Research Lane
Internal Address:	Business Development Office
City:	Guelph
State/Country:	CANADA
Postal Code:	N1G 4T2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12969444
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NAME OF SUBMITTER:	Carmela DeLuca
Total Attachments: 3 source=Davor_Ojkic_Assignment#page1.tif source=Davor_Ojkic_Assignment#page2.tif source=Davor_Ojkic_Assignment#page3.tif	

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PATENT
REEL: 026750 FRAME: 0538

**Agreement for the Assignment of an Invention
to the University of Guelph (the University)**

Effective Date: December 1st, 2010

Title of the Invention: Live vaccine for inclusion body hepatitis in broiler chickens

Creator name(s): Davor Ojkic

For valuable consideration as set forth in this Agreement, I/we, the Creator(s) hereby:

1. Assign all of my/our interest in and to the Invention, together with any future improvements, to the University;
2. Represent and warrant that:
 - a. each Creator has read the completed Invention Disclosure Form, and agrees that it is complete and accurate;
 - b. the Creator(s) designated in this Agreement are all of the Creator(s) of the Invention; and
 - c. no Creator has taken action to assign, transfer or grant any license to any interest or right in the Invention to any third party;
3. Agree that the University shall have ninety (90) days to evaluate the Invention, within which time the University will decide whether to proceed with the protection and/or marketing of the invention, and communicate that decision to the Creator(s). If the University decides not to proceed, it will assign all rights back to the Creator(s), subject to any third party rights;
4. Agree to provide the University notice of any 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);
5. Agree 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), and to sign all necessary papers;
6. Agree to make a reasonable commitment of my/our time towards co-operating in the assessment, patenting, enforcement, development and commercialization of the Invention;
7. Agree that the University, through the course of its efforts related to the Invention, may conduct activities including, but not limited to, feasibility and marketing evaluation, intellectual property protection, actively seeking licensees, negotiating confidentiality and licensing agreements, administering agreements and providing financial accounting;
8. Agree that all expenses associated with the activities of Section 7 of this Agreement will be borne by the University;
9. Agree that the Creator(s) shall collectively receive fifty percent (50%) of net revenues received by the University as a result of its efforts to market, sell, license or otherwise dispose of intellectual property rights associated with the Invention, where "net revenues" mean revenues

that are retained by the University after recovery of direct expenses and after any payments made to third parties that may have a financial interest in the Invention;

10. Agree that any payments due to Creator(s) will be made within sixty (60) days after April 30 and October 31 of each year;
11. Agree that I/we shall be entitled to receive at least one report per year, detailing activities related to the evaluation, protection, marketing, licensing, sale or other activity related to the Invention;
12. Agrees and acknowledges that the University's efforts, due to the nature of early stage research and of business, will contain a high degree of uncertainty, and the University cannot guarantee that it will be successful in finding a licensee or in generating revenues. I/we further agree and acknowledge that the University will not be liable for any damages, actual or consequential, as a result of the University's performance or failure to meet any specified or unspecified goals;
13. Agree that at any time after the Effective Date of this Agreement, the University may, in its sole discretion, elect to decline or terminate its rights to the Invention in accordance with section 6.3 of the Intellectual Property Policy (2009), and shall advise me/us of this decision in writing.
14. Agree that, if University has not reached any agreements with a third party to advance the commercialization of the Property within four (4) years of the Effective Date, I/we may re-acquire the Property by submitting a written request to the University.
15. In the event that I/we agree to accept assignment of the Invention back to me/us, I/we agree that University will be released from any obligation to incur any further costs associated with protection and commercialization, and that I/we will pay 50% of any revenues I/we receive from commercialization of the Invention to University until its direct expenses have been recovered;
16. Agree to keep the Business Development Office of the University informed of my/our current mailing address, authorize the University to send correspondence or documents relating to the Invention or revenues of the type referred to in paragraph 10 to the last address provided by me/us to the Business Development Office, and acknowledges that delivery by ordinary mail or delivery-receipt e-mail of any such correspondence or documents to such address will constitute sufficient and appropriate delivery thereof to me/us ;
17. Agree that this Agreement may not be modified, in whole or in part, except in writing signed by all of the parties hereto (including an authorized representative of the University);
18. Agree that the representations and warranties in this Agreement will survive the assignment, transfer and waiver effected by this Agreement and that the discharge of my/our obligations in this Agreement will be an obligation of my/our executors, administrators or other legal representatives;
19. 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/or
 - ii by facsimile or other electronic transmission by any or all parties;

20. Agree that this Agreement is governed by the laws of Ontario and the federal laws of Canada applicable therein; and

21. Acknowledge and agree that I/we have read and understand the terms and conditions in this Agreement and the documents referred to herein, including the Inventions Policy (2009) and that I/we have had full opportunity to seek independent legal advice in this regard.

Signed:

Creator: Davor Ojkic	Witness: <i>David Hobson</i> <u>DAVID HOBSON</u>
Signed: <i>[Signature]</i> Date: <u>10/10/10</u>	Signed: <i>[Signature]</i> Date: <u>2 DEC 2010</u>

University of Guelph

Signed: *[Signature]*

Name: Rich Moccia

Title: Associate VP (Research)

Date: Dec 3, 2010