

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 University of Western Ontario | 04/01/2011 |
| RECEIVING PARTY DATA | |
| Name: | Austin Venture Partners, LLC |
| Street Address: | 1565 Barclay Boulevard |
| City: | Buffalo Grove |
| State/Country: | ILLINOIS |
| Postal Code: | 60089 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 6747098 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)463-5001 |
| Phone: | 3124635000 |
| Email: | sfranklin@bannerwitcoff.com, BWPTOPAT@bannerwitcoff.com |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Correspondent Name: | Banner & Witcoff, Ltd. |
| Address Line 1: | 10 South Wacker Drive - 3000 |
| Address Line 2: | Attn: Linda A. Kuczma, Esq. |
| Address Line 4: | Chicago, ILLINOIS 60606 |
| ATTORNEY DOCKET NUMBER: | 007881.00003 |
| NAME OF SUBMITTER: | Linda A. Kuczma |
| Total Attachments: 4 source=redacted #6 assignment#page1.tif source=redacted #6 assignment#page2.tif source=redacted #6 assignment#page3.tif source=redacted #6 assignment#page4.tif | |

CH \$40.00 6747098

501678704

PATENT
REEL: 027004 FRAME: 0155

ASSIGNMENT OF INVENTION

This Assignment of Invention (hereinafter referred to as "Agreement") is made as of and with effect from April 1, 2011 (the "Effective Date") between:

Austin Venture Partners, LLC, a limited liability company organized under the laws of the State of Illinois (hereinafter referred to as the "Company")

and

THE UNIVERSITY OF WESTERN ONTARIO

a corporation as created pursuant to *The University of Western Ontario Act*, 1982, (hereinafter referred to as "Western")

WHEREAS Western previously obtained from the inventors pursuant to an assignment agreement dated January 22, 2001 (the "IP Assignment") all their right, title and interest in and to certain technology entitled:

"Hyperbranched Block Copolymers of Polyisobutylene"

(hereinafter referred to as the "Technology"), and recorded in the office of WORLDDiscoveries™ at Western as Tech ID 00-020, and as represented by those patents as issued and the patent applications (collectively the "Patents") detailed on Schedule "A" hereto.

AND WHEREAS the Company wishes to obtain from Western an assignment of all the rights, title and interest in and to the Technology and the Patents for the purpose of commercial exploitation for its own account.

AND WHEREAS Western is prepared to assign the Technology to the Company, subject to the terms and conditions of this Agreement.


NOW THEREFORE IN CONSIDERATION OF the payment of the amount stipulated below in Section 6, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, Western hereby assigns and transfers to the Company its entire right, title and interest throughout the world in and to the Technology including any Patents, copyright and other intellectual property rights, including the right to file priority applications, and any improvements thereto in order to obtain or secure patents or divisions which may be granted therefore or to secure other intellectual property rights.
2. Western further agrees, upon the request of the Company, to supply to the Company all information relating to the Technology and the Patents which may be reasonably required, and which is in Western's possession or lawful control, and to sign all such further documents as may reasonably be required by the Company to give effect to this Agreement, including any documents required to obtain, secure

Assignment of Invention UWO-AVP 04112011

PATENT
REEL: 027004 FRAME: 0156

or assign Patents or other intellectual property rights, provided such cooperation is without cost to Western.

3. The Company shall be responsible to arrange for any necessary assignments or consents to cause the registration of the Patents into its name.
4. Except as expressly set forth in this Agreement, Western makes no representation or warranty whatsoever with respect to the Technology or the Patents, including but not limited to, suitability for any particular purpose, freedom from any infringement of any patent or other intellectual property rights therein by third parties, or that the Technology will not infringe on the patent or other intellectual property rights of any third party. The Company acknowledges that Western relies upon the IP Assignment and the terms and conditions of this Agreement in transferring and assigning its rights in the Technology and Patents to the Company all of which are taken "as is," except as expressly set forth in this Agreement.
5. Western shall not be liable to the Company or any person claiming through the Company for any third party claims or allegations of damages arising from the use or practise of the Technology or the Patents, and the Company hereby indemnifies and holds harmless Western from any claims or actions that may arise with respect thereto.
6. 
7. The Company warrants and represents and acknowledges that Western has relied upon the completeness and accuracy of such representations and warranties in entering into this Agreement, namely:

- i) it has the legal capacity to enter into this Agreement and to perform each of its obligations hereunder;
- ii) it has duly authorized, executed and delivered the Agreement, and the Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, except only as such enforcement may be limited by applicable bankruptcy, insolvency and other laws of general application affecting the enforcement of creditors' rights and subject to general equitable principles; and
- iii) no third party consent or approval is required to enter into this Agreement that has not been obtained



8. Western warrants and represents and acknowledges that the Company has relied upon the completeness and accuracy of such representations and warranties in entering into this Agreement, namely:

- i) it has the legal capacity to enter into this Agreement and to perform each of its obligations hereunder;
- ii) it has duly authorized, executed and delivered the Agreement, and the Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, except only as such enforcement may be limited by applicable bankruptcy, insolvency and other laws of general application affecting the enforcement of creditors' rights and subject to general equitable principles; and
- iii) no third party consent or approval is required to enter into this Agreement that has not been obtained.

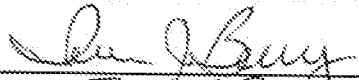
9. This Agreement shall be governed by and construed and applied in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

10. This Agreement sets forth the entire understanding between the parties and no modifications hereof shall be binding unless set forth in a written agreement or other document executed by the parties hereto.

11. The Company shall not be responsible to Western for any additional amounts, be they withholding taxes, levies or fees assessed against the consideration payable hereunder.

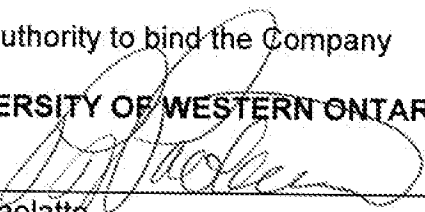
IN WITNESS WHEREOF the parties have executed this Agreement as indicated by their signatures below.

AUSTIN VENTURE PARTNERS, LLC

By: 
Name: Ivo J. Berdy
Title: President

I have authority to bind the Company

THE UNIVERSITY OF WESTERN ONTARIO

By: 
Paul Paolatto
Executive Director, WORLDDiscoveries™
I have authority to bind the University.

SCHEDULE A

Patents

Titled: Hyperbranched Block Copolymers of Polyisobutylene
Tech ID: W-00-020

| Title | Serial No | Patent No | File Date | Country | Status | Issue Date |
|---|---------------|-----------------|------------|---------------|---------------|------------|
| Arborescent Thermoplastic Elastomers and Products Therefrom | 10/156,767 | 6,747,098 | 05/29/2002 | United States | Issued | 06/08/2004 |
| Arborescent Thermoplastic Elastomers and Products Therefrom | 2,446,866 | | 11/10/2003 | Canada | Office Action | |
| Arborescent Thermoplastic Elastomers and Products Therefrom | 2002-302269 | 2002-302269 | 12/29/2003 | Australia | Issued | 02/29/2008 |
| Arborescent Thermoplastic Elastomers and Products Therefrom | 02729729.0 | | 12/15/2003 | Europe | Office Action | |
| Arborescent Thermoplastic Elastomers and Products Therefrom | 2002-811035.8 | ZL 2002811035.8 | 12/01/2003 | China | Issued | 01/28/2009 |
| Arborescent Thermoplastic Elastomers and Products Therefrom | 2003-500146 | 4231777 | 11/27/2003 | Japan | Issued | 12/12/2008 |

Assignment of Invention UWO-AVP 04112011

PATENT

RECORDED: 10/03/2011

REEL: 027004 FRAME: 0159