

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Franciscus C.J.M. van Veggel</td><td>04/10/2008</td></tr><tr><td>Thampi V. Sudarsan</td><td>05/04/2008</td></tr><tr><td>Sri Sivakumar</td><td>03/28/2008</td></tr></tbody></table>		Name	Execution Date	Franciscus C.J.M. van Veggel	04/10/2008	Thampi V. Sudarsan	05/04/2008	Sri Sivakumar	03/28/2008		
Name	Execution Date										
Franciscus C.J.M. van Veggel	04/10/2008										
Thampi V. Sudarsan	05/04/2008										
Sri Sivakumar	03/28/2008										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>University of Victoria Innovation and Development Corporation</td></tr><tr><td>Street Address:</td><td>Box 3075 R-Hut, McKenzie Avenue</td></tr><tr><td>City:</td><td>Victoria, B.C.</td></tr><tr><td>State/Country:</td><td>CANADA</td></tr><tr><td>Postal Code:</td><td>V8W 3W2</td></tr></table>		Name:	University of Victoria Innovation and Development Corporation	Street Address:	Box 3075 R-Hut, McKenzie Avenue	City:	Victoria, B.C.	State/Country:	CANADA	Postal Code:	V8W 3W2
Name:	University of Victoria Innovation and Development Corporation										
Street Address:	Box 3075 R-Hut, McKenzie Avenue										
City:	Victoria, B.C.										
State/Country:	CANADA										
Postal Code:	V8W 3W2										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11912884</td></tr></tbody></table>		Property Type	Number	Application Number:	11912884						
Property Type	Number										
Application Number:	11912884										
CORRESPONDENCE DATA											
Fax Number: (503)595-5301											
Phone: 503-595-5300											
Email: julie.morgan@klarquist.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: Klarquist Sparkman, LLP											
Address Line 1: 121 S.W. Salmon Street, Suite 1600											
Address Line 4: Portland, OREGON 97204											
ATTORNEY DOCKET NUMBER:	2847-71249-03 SCS/JAM										
NAME OF SUBMITTER:	Stacey C. Slater										
Total Attachments: 5 source=Assignment_Agreement#page1.tif source=Assignment_Agreement#page2.tif source=Assignment_Agreement#page3.tif source=Assignment_Agreement#page4.tif source=Assignment_Agreement#page5.tif											

CH \$40.00 11912884

501690536

PATENT
REEL: 027058 FRAME: 0646

UNIVERSITY OF VICTORIA
INNOVATION AND DEVELOPMENT CORPORATION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Restricted and Confidential Information

BETWEEN: Franciscus C.J.M. van Veggel, 551 Old West Saanich Road, Victoria, BC, V9E 2H3
Thampi V Sudarsan, #54, Gimar, Anushaktinagar, Mumbai, India, 400 094
Srisivakumar, A-11 NGOA Colony, Jawahar, Nagar Tirunelveli-7, Tamilnadu, India PIN 627007

("Inventor(s)")

AND: University of Victoria Innovation and Development Corporation,
a corporation owned solely by the University of Victoria.

("IDC")

- A. The purpose of this Agreement is for the Inventor(s) to transfer all right, title and interest in the intellectual property ("IP") to the University of Victoria Innovation and Development Corporation ("IDC"), in accordance with the requirements and obligations as described in the University of Victoria's Intellectual Property Policy, to enable IDC to facilitate the commercialization of this IP and to represent the interests of the Inventor(s) through the commercialization process.
- B. It is intended that this Agreement and its attached Schedule(s) specify the terms and conditions of this assignment of the Inventor's(s) IP to IDC and the respective obligations and responsibilities of the parties.

In consideration of the premises and covenants contained herein, the parties agree to the following terms and conditions:

1. Inventor(s)

The Inventor(s) agrees and acknowledges that they are the creator, designer and developer of the IP generally titled:

PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF

which is the subject of a US Patent Application and/or Canadian Patent Application, and wherein the final application title(s), number(s) and filing date(s) will be included here once they have been received:

US Patent Application Title: PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF

US Patent Application Filing # 11/912,884

US Patent Application Filing date: October 26, 2007

Invention Title: PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF

2. Assignment

- (a) The Inventor(s) agrees to transfer all right, title and interest in the IP as specified in 1 (above) and to execute the attached Assignment Agreement attached as Schedules A.
- (b) The Inventor(s) agrees to supply IDC with all reasonably required information relating to the assigned IP and to execute any and all further agreements or documents that may reasonably be required to effect the assignment of the IP, including any documents essential to satisfy the requirements of Schedules A.
- (c) The Inventor(s) also hereby grants IDC the power to insert on this Assignment any further information which may be necessary or desirable in order to comply with all applicable legal requirements, including the rules of the United States, Canadian and/or other Patent and/or Trademark Offices, for submitting and recording this document.
- (d) The Inventor(s) hereby represents that to the best of their knowledge, no other person or entity has any rights in relation to the IP and they are not aware of any reason which would preclude them from executing the Assignment Agreement.
- (e) The Inventor(s) acknowledges and agrees to immediately notify IDC should they become aware of any potential conflict or any potential or actual infringement that could affect the full execution of the Assignment Agreement or the future commercialization of the IP.

3. Representation

Upon execution of this Assignment Agreement, IDC agrees to undertake its obligation to represent the Inventor(s) and to facilitate the commercialization of the Inventor(s)' IP on behalf of the Inventor(s) and the University of Victoria in accordance with the terms and conditions of the University of Victoria's Intellectual Property Policy.

4. Revenue Sharing

IDC acknowledges and agrees that the Inventor(s) shall be entitled to future revenues from the commercialization of the IP in accordance with the University of Victoria's Intellectual Property Policy and, where appropriate or applicable, with any revenue sharing arrangement agreed to in a Joint Ownership Agreement between multiple Inventors.

IDC agrees to share any Net Revenues¹ realized from the commercialization of the IP according to the following formulae:

- a. 50% Inventor(s) – 50% IDC

For the purposes of any revenue sharing between the Inventor(s) and IDC as relates to the IP, "Net Revenues" shall be defined as all revenues IDC realizes from commercialization of the IP, and that remain after first having re-paid IDC, and/or a third party, for all of the following costs, as applicable:

- A. having re-paid IDC for all of the following direct costs², as applicable:
 - 1. All non-in-house patent or other intellectual property protection prosecution costs, related to:
 - a. Any IP lawyer or other legal fees; and
 - b. Any and all individual national or regional filing or legal fees; and
 - c. Any other direct costs associated with filing patents or other forms of intellectual property protection with respect to specific countries or regions, PCT applications, Divisional Applications, Continuation-In-Parts, etc; and

¹ See below for definition of Net Revenues

² Direct costs refer only to monies that IDC pays to third (external) parties for services associated with IP protection or commercialization of the IP, and that IDC does not or cannot undertake in-house (e.g. patent lawyer fees, prototype development support, hiring of specialty consultants or research staff, etc), and that IDC can account for. Direct costs do not include compensation for any IDC employee's time or other normal IDC in-house technology transfer or administrative services.

Invention Title: PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF

2. All non-in-house direct costs that IDC incurs to support proof of concept or prototype development related activities and that are pre-approved by the Inventor(s); and
3. All non-in-house direct costs that IDC incurs to support product development, market assessment, or production of other materials that may be required for commercialization of the IP and that are pre-approved by the Inventor(s); and

B. having distributed to any third parties their share of IP commercialization revenues (through, for example, Inter-Institutional Agreements) and any administrative fees agreed to therein, in recognition of the fact that a portion of the IP may have been developed by the Inventor(s) in collaboration with inventor(s) at another institution(s) or, alternatively, while at the Inventor(s) was at another institution

IDC also agrees that in the event of the death of the Inventor(s), the revenues that IDC would normally have distributed to the Inventor(s), under this Agreement, as their portion of any IP commercialization revenues, will be distributed in full to the Inventor(s)'s heir(s) or assignee(s) - as specified by the Inventor(s) - for as long as IDC continues to receive revenues tied to the commercialization of the IP.

5. Personal Information

In accordance with the provisions of the *Personal Information Protection Act*, the Inventor(s) hereby consents to the collection, use and disclosure of their personal information by IDC for the purposes of enabling IDC to conduct intellectual property protection activities and/or commercialization activities related to the IP and, also, enable IDC to administer any revenue sharing or other arrangements or communications between IDC and/or the University of Victoria and the Inventor(s).

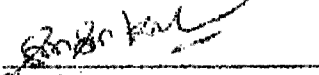
IN WITNESS WHEREOF the parties have executed this Agreement and the Assignment Agreement(s) attached as Schedules A, this ____ day of March, 2008, as indicated by their signatures below:

Inventor(s):




Signature

Franciscus C.J.M. van Veggel
Name



Signature

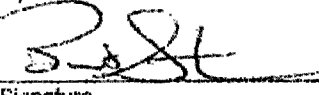
Srisivakumar
Name



Signature

Thampi V Sudarsan
Name

IDC: (University of Victoria Innovation and Development Corporation was hereunto affixed in the presence of)



Signature

Brent Sternig
Name

Invention Title: PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF

SCHEDULE A - ASSIGNMENT OF INVENTION

Restricted and Confidential Information

The undersigned, also known as the Assignor(s), whose full post office address is:

Franciscus C.J.M van Veggel, 551 Old West Saanich Road, Victoria, BC, V9E 2H3

Thampi V Sudarsan, #54, Girnar, Anushaktinagar, Mumbai, India, 400 094

Srisivakumar, A-11 NGOA Colony, Jawahar, Nagar Tirunelveli-7, Tamilnadu, India PIN 627007

in consideration of the future revenues to be derived from the commercialization of the IP and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assigns and transfers to the **University of Victoria Innovation and Development Corporation (IDC)**, its successors and assigns forever in Canada and worldwide, all of their entire and exclusive rights, title and interest in, to and under the IP titled:

PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF

which is the subject of a US Patent Application and/or Canadian Patent Application, and wherein the final application title(s), number(s) and filing date(s) will be included here once they have been received:

US Patent Application Title: PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF

US Patent Application Filing # 11/912,884

US Patent Application Filing date: October 26, 2007

and, as well as any patent(s), pending patent application(s), or any other rights, in and to the intellectual property, including the right to file priority applications and any improvements thereto in order to obtain or secure patent or divisions which may be granted and issued therefore, or any other intellectual property rights required for IDC to enter into any agreement with any external sponsor(s) or partner(s) for commercialization of the intellectual property. Said Assignment is to be held and enjoyed by IDC, its successors and assigns, for the duration of the entire unexpired term thereof, to the extent permitted by law, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment and sale had not been made.

In witness whereof the parties have executed this Assignment of Invention Agreement as indicated by their signatures on the date(s) specified below:

Assignor(s):


Signature

Franciscus C.J.M van Veggel
Name

April 10th, 08
Date


Witness Signature (Assignor #1)

MARNI VISTISEN
Witness Name

APRIL 10/08
Date

Invention Title: PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF

Sudarsan V
Signature

Thampi V Sudarsan
Name

5/04/08
Date

g. umghoanam
Witness Signature (Assignor #1)

Dr. R. S. NINGETHOUJAM
Witness Name

05/04/2008
Date

Srisivakumar
Signature

Srisivakumar
Name

28/3/08
Date

Almar Postma
Witness Signature (Assignor #1)

Almar Postma
Witness Name

31/03/08
Date

IDC: (University of Victoria Innovation and Development Corporation was hereunto affixed in the presence of)

Brent Sternig
Signature

Brent Sternig
Name

3/04/08
Date

Invention Title: PRODUCTION OF LIGHT FROM SOL-GEL DERIVED THIN FILMS MADE WITH LANTHANIDE DOPED NANOPARTICLES, AND PREPARATION THEREOF