

11/18/2011



103636568

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the first inventor's address previously recorded on Reel 026446 Frame 0209. Assignor(s) hereby confirms the corrective assignment.

## CONVEYING PARTY DATA

Name	Execution Date
THE UNIVERSITY OF TORONTO	12/06/2007

## RECEIVING PARTY DATA

Name:	Aaron R. WHEELER
Street Address:	97 Russet Avenue
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M6H 3M4

Name:	Irena BARBULOVIC-NAD
Street Address:	1711-30 Charles Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M4Y 1R5

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12867108

## CORRESPONDENCE DATA

Fax Number: (703)683-1080  
Phone: 703 583 0500  
Email: kcassin@baconthomas.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Bacon & Thomas PLLC  
Address Line 1: 625 Slaters Lane - 4th Floor  
Address Line 4: Alexandria, VIRGINIA 22314-1176

OP \$40.00 12867108

BACON &amp; THOMAS PLLC CC FAX: 625 SLATERS LANE - 4TH OR

## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.106/15/2011  
501565211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE UNIVERSITY OF TORONTO	12/06/2007
RECEIVING PARTY DATA	
Name:	Aaron R. WHEELER
Street Address:	97 Russet Avenue
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M6R 3M4
Name:	Irena BARBULOVIC-NAD
Street Address:	1711-30 Charles Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M4Y 1R5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12867108
CORRESPONDENCE DATA	
Fax Number:	(703)683-1080
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703 683-0500
Email:	mail@baconthomas.com
Correspondent Name:	Bacon & Thomas PLLC
Address Line 1:	625 Slaters Lane - 4th Floor
Address Line 4:	Alexandria, VIRGINIA 22314-1176
ATTORNEY DOCKET NUMBER:	WHEE3001CIP-GAL
PATENT	
REEL: 027344 FRAME: 0880	

CHI \$40.00 12867108

BACON &amp; THOMAS PLLC CC 1:625 SLATERS LANE - 4TH OR

NAME OF SUBMITTER:

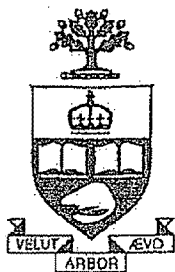
George A. Loud, Reg. No. 25,814

Total Attachments: 3

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# University of Toronto

OFFICE OF THE VICE-PRESIDENT, RESEARCH

## ASSIGNMENT OF RIGHTS FROM THE UNIVERSITY OF TORONTO

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, **The Governing Council of the University of Toronto**, its successors and assigns (collectively the "Assignor") and **Aaron R. Wheeler, Irena Barbulovic-Nad**, and their heirs, executors, administrators and assigns (collectively the "Assignee") and covenant and agree as follows:

### 1. Definitions

The following terms have the following meanings in this Assignment:

- (a) **"Net Revenue"** means the royalty, licensing and other revenue the Assignee receives directly or indirectly from all of the Assignee's rights in the Invention, less legal and other fees that the Assignee incurs directly in the process of establishing and maintaining the legal protection of those rights.
- (b) **"Equivalent Revenue"** means the fair market value of non-cash consideration the Assignee receives directly or indirectly from all of the Assignee's rights in the Invention.
- (c) **"Invention"** means the **"(Phenotypic) Cell-Based Assays via Digital Microfluidics"** described in the confidential intellectual property disclosure attached as Appendix A, but does not include any improvements, enhancements, derivatives or other modifications thereto created after the date of execution of this Assignment.
- (d) **"Aggregate Revenue"** means the aggregate of Net Revenue plus Equivalent Revenue.

### 2. Assignment of Rights

The Assignor assigns to the Assignee all right, title and interest, whatever the same may be (but without any representation or warranty as to the nature, extent or validity thereof), that the Assignor has or may in the future have in the Invention, including without limitation all copyrights, trade secrets and the right to apply for patents in every country, the right to receive any letters patent that may issue from any such applications and the right to sell or license the Invention.

3. Licence to Use

Notwithstanding the rights granted above, the Assignor retains a perpetual, irrevocable, royalty-free, non-exclusive licence to use the Invention for research, educational and administrative purposes.

4. Assignor's Share of Revenue

In consideration for the rights granted to the Assignee above, the Assignee shall pay the Assignor 25% of the Aggregate Revenue (the "Assignor's Share of Revenue").

5. Payments

The Assignor's Share of Revenue shall be paid to the Assignor annually on or before the thirtieth day following the anniversary of the execution of this Assignment, accompanied by a statement of the Net Revenue and Equivalent Revenue received during the previous twelve months and a computation of the Assignor's Share of Revenue. The Assignor's Share of Revenue, as and when received by the Assignee, shall be deemed to be held by the Assignee in trust for the Assignor until such time as it is paid in full to the Assignor.

6. Annual Report

The Assignee shall provide an annual report outlining the patent, license and ownership status of the Invention to the Assignor on or before the thirtieth day following the anniversary of the execution of this Assignment.

7. Accounting Records

The Assignee shall maintain proper accounting records in respect of the Net Revenues and Equivalent Revenues (the "Records"). The Assignor and/or its representatives may inspect and make copies of the Records at the Assignor's own expense. If the inspection reveals that Aggregate Revenue has been understated by more than 5%, the Assignee shall pay the costs of such inspection if the Assignee did not uncover and correct such understatement. If the Assignee does not maintain satisfactory Records according to generally accepted accounting principles, the Assignor may, without the Assignee's consent, engage a firm of chartered accountants (the "Accountants") to maintain the Records at the Assignee's expense. In fulfilling their responsibilities, the Accountants may notify any interested person to direct payment of any Net Revenue and Equivalent Revenue to the Accountants and the Accountants may deduct their fees for their services from the share of the Aggregate Revenue payable to the Assignee.

8. Indemnity

The Assignee shall indemnify and save the Assignor 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 Assignor in connection therewith, except where such claims or demands are caused by the Assignor's use of the Invention under section 3 above.

9. Release

Save and except for the right to enforce the terms of this Assignment, the Assignor releases the Assignee from any and all claims that the Assignor may now have or may in future have in respect of the Invention.

PATENT

REEL: 027344 FRAME: 0883

# 10. Consent to Further Assignment

Notwithstanding anything in this Assignment, the Assignee shall not assign or license any or all of the Assignee's rights to the Invention, or amend any such agreements, without the Assignor's prior written consent, such consent not to be unreasonably withheld. Any such purported assignment, license or amendment made without the Assignor's consent shall be void and of no force or effect.

# 11. Use of Name

The Assignee shall not use the name of the Assignor or any part thereof, nor any modification or abbreviation thereof, or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof, without the Assignor's prior express written consent.

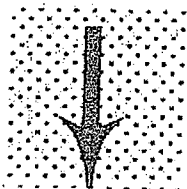
# 12. Miscellaneous

Titles used in this Assignment are for purposes of convenience only and shall not be used in the interpretation of this Assignment. The attached appendix forms part of this Assignment.

Executed at Toronto, Ontario this 06<sup>th</sup> day of December, 2007.

The Governing Council of the  
University of Toronto

**SIGN  
HERE**



Witness

[Signature]  
[Signature]

[Signature]  
Professor R. Paul Young PhD, FRSC  
Vice-President, Research

[Signature] /s/  
Louis R. Charpentier  
Secretary

Inventors

[Signature]  
Aaron R. Wheeler

[Signature]  
Irena Barbulovic-Nad