

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Saskatchewan	12/21/2012
RECEIVING PARTY DATA	
Name:	Edward Joseph Kendall
Street Address:	44 Autumn Drive
City:	St. John's
State/Country:	CANADA
Postal Code:	A1A 4Z6
Name:	Michael Gordon Barnett
Street Address:	1273 Cowan Drive
City:	Prince Albert
State/Country:	CANADA
Postal Code:	S6V 2P9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12808099
CORRESPONDENCE DATA	
Fax Number:	7804335719
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	780-448-0606
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ATTORNEY DOCKET NUMBER:	5192-1

OP \$40.00 12808099

NAME OF SUBMITTER:

Anthony R. Lambert

Total Attachments: 4

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ASSIGNMENT BACK OF AN INVENTION AND RELEASE

THIS ASSIGNMENT BACK OF AN INVENTION AND RELEASE (this “**Agreement**”) is made by and between:

University of Saskatchewan, a statutory corporation pursuant to The University of Saskatchewan Act, 1995, of Saskatchewan, having an office for the conduct of its business located at 501-121 Research Drive, Saskatoon, Saskatchewan S7N 1K2 (the “**University**”); and

Edward Joseph Kendall, an individual resident at 44 Autumn Drive, St. John’s, Newfoundland, A1A 4Z6 (“**Kendall**”)

Michael Gordon Barnett, an individual resident at 1273 Cowan Drive, Prince Albert, Saskatchewan, S6V 2P9 (“**Barnett**”)

each said party being referred to hereinafter as a “**Party**”, and **Kendall** and **Barnett** together may be referred to as the “**Assignee**”; the collectivity of all said parties being referred to hereinafter as the “**Parties**”

WHEREAS:

- A. **Kendall**, being an employee of the University, and **Barnett**, being a graduate student of the University did, in the course of their respective employment and studies and/or through the use of University resources conceive, develop, discover and/or invent subject matter related to **Automated Detection of Abnormalities in Mammographic Images** (the “**Invention**”) as described and set forth in the following:
 - (a) University document entitled “Report of Invention” (ROI # 06-021); and
 - (b) International patent application no. PCT/CA2008/002132, filed December 12, 2008; and
 - (c) US Patent No. 61/013.379; and
 - (d) Canadian Patent No. 2744690.
- B. By a written instrument made effective as of April 20, 2006 between the University and the Assignee (the “**Assignment Agreement**”, a copy of which is appended as **Schedule “A”** hereto) the Assignee did, inter alia, assign to the University the entirety of his rights, title and interests arising at law or in equity in and to the Invention free of all liabilities and encumbrances of any description, the same to be held and enjoyed by the University for its own exclusive use and benefit and for the use and benefit of its successors and assigns, subject to the other provisions of the Assignment Agreement.
- C. Current policies of the University provide that, if the University elects to not commercially exploit an invention such as the Invention hereof, the University shall offer to assign back to the inventor(s) of the same those interests earlier assigned by he/she/them to the University, to permit said inventor(s) to commercialize or otherwise exploit the same in his/her/their own name(s) and at his/her/their own expense solely.
- D. The University has elected to not commercially exploit the Invention and has, as stated above, offered to assign back to the Assignee the University’s rights, title and interests in and to the Invention in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises, payments and mutual promises hereinafter described, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT & CONSIDERATION FOR ASSIGNMENT

1.1 The University hereby absolutely and irrevocably sells, assigns, transfers and conveys to the Assignee the entirety of its rights, title and interests arising at law or in equity in and to the Invention acquired by the University under the Assignment Agreement.

1.2 The University shall, at the request of the Assignee and at the expense of the Assignee execute and

deliver any and all further information, documents and instruments (including assignments, waivers and powers of attorney), provide assistance, and do all acts and things which the Assignee may deem necessary or desirable in order to give effect to this Agreement, perfect, obtain or protect the rights, title, and interests assigned hereby and to prepare, prosecute or maintain any application for statutory protection of the Invention.

2. REPRESENTATIONS, WARRANTIES, ASSUMPTION OF RESPONSIBILITIES, RELEASE

- 2.1 The University warrants that it has not since the making of the Assignment Agreement pledged or encumbered any interest in the Invention assigned to the Assignee hereunder in favour of a third party.
- 2.2 The Assignee acknowledges that nothing in this Agreement is or shall be construed as a representation or warranty of the University, express or implied, as to the merchantability or fitness for a particular purpose of the Invention, or a representation or warranty that the University shall bear liability in any amount or of any nature to the Assignee which loss or damage arises the making, use, or sale of the Invention or any tangible embodiment thereof by the Assignee or any third party.
- 2.3 Except as expressly provided by the other provisions hereof, the University disclaims any all representations and warranties in relation to the Invention and all registrations, proceedings, instruments, grants, and applications therefore of any description, including patent applications and patents, that may provide for the protection of rights in and to the Invention or any element thereof including, without limitation, warranties of merchantability of fitness for any particular purpose, express, implied or arising by estoppel. The University also disclaims any and all representations and warranties that making, having made, using, vending, or importing the Invention or any product or service made, used or sold in relation thereto or in reliance thereon will not infringe a patent or other proprietary right of a third party and the Assignee acknowledges that he/she is not entering into this Agreement in reliance on any such representation or warranty of the University and the Assignee also acknowledges that he/she has and will govern his/her decisions and activities in relation to the Invention by the exercise of his/her own diligent assessment.
- 2.4 The Assignee assumes all responsibility for and shall at all times indemnify, defend and hold harmless the University, its governors, officers, employees, agents, students and affiliates, against all claims, causes of action, proceedings, demands and liabilities of any kind whatsoever, and costs and expenses (including reasonable legal expenses and disbursements) suffered or borne by any person or entity whatsoever and arising out of the exercise by the Assignee, directly or indirectly, of any entitlement, right or benefit conferred under this Agreement including, without limiting the generality of the foregoing, any damages or loss or award, consequential or otherwise, arising from any activity undertaken or purported to be undertaken under the authority of or pursuant to the terms of this Agreement or arising from the manufacture, use, sale, practice or exploitation otherwise of the Invention or a product or service made, used or sold in relation to the Invention by the Assignee or any other party doing such thing pursuant to an authority or consent from the Assignee or from any customer, affiliate, or client of the Assignee or any other party claiming through the Assignee.
- 2.5 The Assignee hereby discharges and forever releases the University from all responsibility and accountability to him whatsoever in relation to the Invention as assigned hereunder.

3. OTHER PROVISIONS

- 3.1 This Agreement shall enure to the benefit of and bind the Parties and their respective heirs, successors and permitted assigns.
- 3.2 For the Purposes of this Agreement, each Party acknowledges that it is an independent contractor and nothing in this Agreement shall, directly, indirectly or by implication, constitute a Party or an agent of another of them.
- 3.3 The Assignee acknowledges that he has had the opportunity to obtain independent legal advice with respect to this Agreement.
- 3.4 This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and a signature by on Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. This Agreement may be delivered by facsimile, including Portable Document Format (PDF) via email.

IN WITNESS WHEREOF, the University has caused this Agreement to be executed by its duly authorized officers on the dates appearing beside their respective signatures.

UNIVERSITY OF SASKATCHEWAN

Per: _____
for Chair, Board of Governors Date _____ ("seal")

Per: _____
for Secretary, Board of Governors Date _____

IN WITNESS WHEREOF Kendall has set his hand and seal at Saskatoon, Saskatchewan on the date appearing below his signature.

("seal")

Witness to the Assignee

Assignee, Edward J. Kendall

Name of Witness (Print)

Date.

IN WITNESS WHEREOF Barnett has set his hand and seal at Saskatoon, Saskatchewan on the date appearing below his signature.

Cora Risting

Witness to the Assignee

M G Barnett

Assignee, Michael G. Barnett

("seal")

Cora Risting

Name of Witness (Print)

Jan 4/13

Date