

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Francis E. Nano	05/16/2008
RECEIVING PARTY DATA	
Name:	University of Victoria Innovation and Development Corporation
Street Address:	R Hut, McKenzie Avenue
Internal Address:	P.O. Box 3075
City:	Victoria, BC
State/Country:	CANADA
Postal Code:	V8W 3W2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13795445
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	2847-84517-10
NAME OF SUBMITTER:	Sheree Lynn Rybak, Ph.D.
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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UNIVERSITY OF VICTORIA
INNOVATION AND DEVELOPMENT CORPORATION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Restricted and Confidential Information

BETWEEN: Francis E. Nano, 1742 Lee Avenue, Victoria, B.C. V8R 4W8
("Inventor")

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 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 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 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

The Inventor agrees and acknowledges that he is the creator, designer and developer of the IP generally titled:

Bacterial Strains Comprising a Heat Sensitive Transgene as Vaccine Candidates, 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: Vaccines Comprising Heat-Sensitive Transgenes

US Patent Application Filing # 61/322,634 and 61/249,385

US Patent Application Filing date: Oct 7th 2009 and April 9th 2010

Canadian Patent Application Title: _____

Canadian Patent Application Filing # _____

Canadian Patent Application Filing date: _____

2. Assignment

- (a) The Inventor 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 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 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 hereby represents that to the best of his knowledge, no other person or entity has any rights in relation to the IP and he is not aware of any reason which would preclude him from executing the Assignment Agreement.
- (e) The Inventor acknowledges and agrees to immediately notify IDC should he 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 and to facilitate the commercialization of the Inventor's IP on behalf of the Inventor 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 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:

50% Inventor(s) -- 50% IDC

For the purposes of any revenue sharing between the Inventor 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.

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 in collaboration with inventor(s) at another institution(s) or, alternatively, while at the Inventor was at another institution.

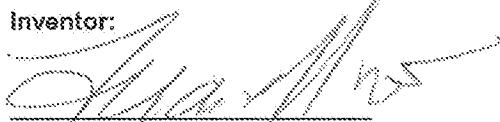
IDC also agrees that in the event of the death of the Inventor, the revenues that IDC would normally have distributed to the Inventor, under this Agreement, as his portion of any IP commercialization revenues, will be distributed in full to the Inventor's heir(s) or assignee(s) – as specified by the Inventor - 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 hereby consents to the collection, use and disclosure of his 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.

IN WITNESS WHEREOF the parties have executed this Agreement and the Assignment Agreement(s) attached as Schedules A this 23 day of May, 2008, as indicated by their signatures below:

Inventor:


Signature

Francis E. Nano

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


Signature

Brent Sternig

SCHEDULE A - ASSIGNMENT OF INVENTION

Restricted and Confidential Information

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

Francis E. Nano

1742 Lee Avenue, Victoria, B.C. V8R 4W8

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 his entire and exclusive rights, title and interest in, to and under the IP titled:

Bacterial Strains Comprising a Heat Sensitive Transgene as Vaccine Candidates, 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: Vaccines Comprising Heat-Sensitive Transgenes

US Patent Application Filing # 61/322,634 and 61/249,385

US Patent Application Filing date: Oct 7th 2009 and April 9th 2010

Canadian Patent Application Title: _____

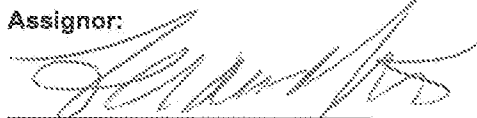
Canadian Patent Application Filing # _____

Canadian Patent Application Filing date: _____

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:



Signature

Francis E. Nano

May 16 2008

Date



Witness Signature (Assignor #1)

Sandra Boudewyn


Witness Name

May 16, 2008

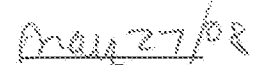
Date

Invention Title: Bacterial Strains Comprising a Heat Sensitive Transgene as Vaccine Candidates

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


Signature


Brent Sternig


Date

Invention Title: Bacterial Strains Comprising a Heat Sensitive Transgene as Vaccine Candidates

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