

PATENT ASSIGNMENT

Electronic Version v1.1
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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>Qinghua Wang</td> <td>01/24/2008</td> </tr> <tr> <td>Gerald J. Prud'Homme</td> <td>01/24/2008</td> </tr> </tbody> </table>		Name	Execution Date	Qinghua Wang	01/24/2008	Gerald J. Prud'Homme	01/24/2008				
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<table border="1"> <tr> <td>Name:</td> <td>St. Michael's Hospital</td> </tr> <tr> <td>Street Address:</td> <td>30 Bond Street</td> </tr> <tr> <td>City:</td> <td>Toronto</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>M5B 1W8</td> </tr> </table>		Name:	St. Michael's Hospital	Street Address:	30 Bond Street	City:	Toronto	State/Country:	CANADA	Postal Code:	M5B 1W8
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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>11996776</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11996776						
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CORRESPONDENCE DATA											
<p>Fax Number: 5148680208 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 5142617330 Email: mvieyra@bereskinparr.com Correspondent Name: Bereskin & Parr Address Line 1: Scotia Plaza, 40 King Street West, 40th Address Line 4: Toronto, CANADA M5H 3Y2</p>											
ATTORNEY DOCKET NUMBER:	12960-P1039US00										
NAME OF SUBMITTER:	Carmela DeLuca										
Signature:	/Carmela DeLuca/										
Date:	06/17/2013										

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Total Attachments: 5

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Leading with Innovation
Serving with Compassion

ST. MICHAEL'S HOSPITAL
A teaching hospital affiliated with the University of Toronto

ASSIGNMENT TO ST. MICHAEL'S HOSPITAL

In consideration of the terms and mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Qinghua Wang and Gerald J. Prud'Homme**, their successors and assigns (together, the "**Assignor**"), and **St. Michael's Hospital**, including its successors and assigns (the "**Assignee**") hereby covenant and agree as follows:

I. Definitions

As used in this Assignment, the following terms shall have the following meanings:

(a) "**Net Revenues**" shall mean the royalty, licensing and other revenue directly or indirectly received by the Assignee from all rights held by the Assignee 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 Revenues**" shall mean the fair market value of non-cash consideration directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention.

(c) "**Invention**" shall mean the invention(s) entitled:

"A Recombinant human GLP-1 fusion protein that stimulates insulin secretion and prevents onset diabetes in db/db mic"

PCT International Patent Application: PCT/CA2006/001231

International Publication No. WO 2007/012188 A1

Title: GLP/1/EXENDM 4 IgG Fc fusion constructs for treatment of diabetes

Applicant: Wang, Qinghua et al

PCT International Patent Application: PCT/CA2006/001263

International Publication No. WO 2007/016764 A1

Title: Composition and method for prevention and treatment of type I diabetes

Applicant: Wang, Qinghua et al

(d) "**Aggregate Revenue**" shall mean the aggregate of Net Revenues plus Equivalent Revenues.

2. Assignment of Rights

The Assignor hereby 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) which the Assignor now 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 Canada, the United States of America and any other country, the right to receive any patents that may issue from any such applications and the right to sell or license the Inventions.

3. Licence to Use

Notwithstanding the rights granted above, the Assignor shall retain a royalty-free, non-exclusive licence to use the Invention for non-commercial research and educational purposes.

4. Consideration for Rights

In consideration of the rights and interests assigned to the Assignee by the Assignor pursuant to this Assignment, the Assignee agrees to pay the Assignor forty percent (40%) of the Aggregate Revenue (the "**Assignor's Share of Revenue**").

5. Annual Report

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

6. Payments

The Assignor's Share of Revenue, if any, 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 Revenues and Equivalent Revenues received by the Assignee during the previous twelve months and a calculation 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.

7. Accounting Records

The Assignee agrees to maintain proper accounting records in respect of the Net Revenues and Equivalent Revenues received for the Invention. The Assignor and/or its representatives shall have the right once each year at the Assignor's expense to inspect and make copies of such books and accounting records (the "**Records**"). If following such inspection, the Aggregate Revenue is found to have been understated by more than 5%, then the Assignee shall pay the costs of such inspection provided that such understatement had not been uncovered and corrected by the Assignee. In the event that the Assignee fails to maintain satisfactory Records according to generally accepted accounting principles, the Assignor shall have the right without the Assignee's consent to engage at the Assignee's expense a firm of chartered accountants (the "**Accountants**") for the purpose of maintaining the Records. In fulfilling their responsibilities, the Accountants may notify any interested person to direct to the Accountants any Net Revenues and Equivalent Revenues and the Accountants may deduct their fees in respect of their services from the share of the Aggregate Revenue payable to the Assignee.

8. Indemnity

The Assignee agrees to 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 caused by the negligence or misconduct of the Assignor.

9. Release

Save and except for the right to enforce the terms contained in 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.

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 prior written consent of the Assignor, such consent not to be unreasonably withheld.

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 prior express written consent of the Assignor, except where such use may be required for the purpose of prosecuting patent claims or such other ancillary or incidental purposes.

12. Titles

Paragraph titles in this Assignment are for purposes of convenience only and shall not be used in the interpretation of this Assignment.

13. Non-commercialization

The Assignee may, at its discretion, determine that pursuing commercialisation of the Invention is not in line with the Assignee's business interests. The Assignee shall notify the Assignor in writing within thirty (30) days of making such a determination. The Assignor shall then have the option to re-elect to assume exclusive responsibility for commercialization of the Invention in accordance with the Assignee's policy on intellectual property. The parties shall then enter into a new assignment agreement.

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14. Prior Agreement Superseded

This Assignment supersedes the Assignment dated June 21, 2005 and executed by the parties hereto.

Executed at Toronto, Ontario this January 24th, 2008.

St. Michael's Hospital

Date

Jan. 24, 2008

Date

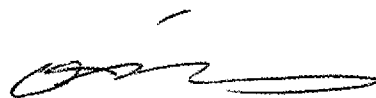
Arthur Slutsky, MD
Vice-President, Research

Mark Robson
Director, Research Operations

Date and Witness

Jan 24, 2008

Inventor


Dr. Qinghua Wang

Date and Witness

Jan 24, 2008

Inventor


Dr. Gerald J. Prud'Homme