

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2632662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF ALASKA FAIRBANKS	09/20/2013
RECEIVING PARTY DATA	
Name:	NANOOK INNOVATION CORPORATION
Street Address:	3352 COLLEGE ROAD
City:	FAIRBANKS
State/Country:	ALASKA
Postal Code:	99709
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6123614
Patent Number:	7883400
Patent Number:	6406366
CORRESPONDENCE DATA	
Fax Number:	(678)420-9301
Phone:	678-420-9300
Email:	romaina@ballardspahr.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	BALLARD SPAHR LLP
Address Line 1:	999 PEACHTREE STREET
Address Line 2:	SUITE 1000
Address Line 4:	ATLANTA, GEORGIA 30309
NAME OF SUBMITTER:	CHARLEY F. BROWN
Signature:	/Charley F. Brown #52,658/
Date:	12/02/2013

OP \$120.00 6123614

Total Attachments: 4

source=Kozycki_Shipman_Assignment#page1.tif

source=Kozycki_Shipman_Assignment#page2.tif

source=Kozycki_Shipman_Assignment#page3.tif

source=Kozycki_Shipman_Assignment#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Exclusive License Agreement ("Agreement") is entered into this 20th day of ~~September~~ 2013 (the "Effective Date") between the University of Alaska Fairbanks, a corporation created and existing under the Constitution and laws of the State of Alaska, with an official address of 505 South Chandalar Drive, Fairbanks, AK 99775 ("University") and Nanook Innovation Corporation, a corporation organized and existing under the laws of the State of Alaska, having its principal office/place of business at 3352 College Road, Fairbanks, AK 99709 ("Assignee").

WITNESSETH

WHEREAS, Lawrence V. Kozycki and Gregory Kenneth Shipman have conceived and disclosed to the University a method and apparatus for removing pin bones, which includes UA Disclosure Nos. 34-96, 36-96, 42-96, 42-05, "Method and Apparatus for Removing Pin Bones" protected under U.S. Patent Nos. 6,406,366 (lapsed), 6,123,614, and 7,883,400 (collectively referred to herein as "Invention").

WHEREAS, University exclusively owns all right, title and interest in the Invention and the Patent Rights and Copyrights; and

WHEREAS, University desires to license its rights to the Invention in a manner that will benefit the public and best facilitate the distribution of useful products and the utilization of new processes; and

WHEREAS, Assignee is a University-supporting organization, and assigning the Invention rights to Assignee will benefit the public and best facilitate the distribution of useful products and the utilization of new processes;

NOW, THEREFORE, the parties hereto agree as follows:

1. University hereby releases and transfers to Assignee, its heirs, executors, administrators and assigns, all of its right and interest in and to the Invention and to any and all copyrights and/or patents, whether United States or foreign, which at any time may be granted therefor, including any and all renewals, reissues and prolongations thereof (the "Copyrights and Patents").
2. Assignee agrees to use best efforts to commercialize the Invention, and to use all assets and earnings associated with the Invention for the ultimate benefit of the University. Assignee agrees to keep full, true, and accurate books of accounts containing all particulars that may be necessary for the purpose of showing the patenting, use, licensing, sublicensing, sale, transfer or assignment of the Invention and the Copyrights and Patents, the terms thereof and the amounts due Assignee and the University, and such other information as University may reasonably request from time to time under the parties' *Master Agreement*, incorporated herein by reference.
3. Beginning on the third anniversary of the Effective Date of this Agreement, and each anniversary thereafter, Assignee shall have the right to reassign the Invention back to University thereby releasing Assignee from its obligations under this Agreement. Under such reassignment, the University will have the absolute right to any revenues received from the Invention following the reassignment with no further obligation to Assignee.
4. University represents that as of the Effective Date the entire right, title, and interest in the copyright and patent applications and any potential copyright and patent portfolio comprising the Invention are vested in the University free and clear of all liens, claims and encumbrances, except any irrevocable, non-exclusive,

non-transferrable, royalty-free licenses provided internally for educational and/or research purposes and those due U.S. Government entities whose funds sponsored the research which supported the creation of the Invention, and that the University has the power and authority to enter into this Agreement transferring title to the Invention.

5. Assignee hereby grants to University and other non-profit and government institutions a perpetual irrevocable, non-exclusive, non-transferable, royalty-free license to practice said Invention internally for educational and research purposes.

6. Assignee agrees to defend, indemnify and hold the University and its trustees, directors, officers, employees and affiliates harmless from and against any and all claims, demands, losses or causes of action related in any way to the production, marketing or commercialization of the Invention.

7. Payment to the University of earnings associated with Invention shall be made quarterly via check made payable to "University of Alaska Fairbanks," with sufficient description in the memo portion of the check to discern the Invention that is the source of the funds. Payments should be sent to:

University of Alaska Fairbanks
Office of Intellectual Property and Commercialization
PO Box 757265
Fairbanks, AK 99775

8. Assignee shall bear the costs of all reasonable, documented patent and/or copyright expenses incurred on or after the Effective Date of this Agreement, continuing for the life of this Agreement, and associated with the preparation, filing, prosecution, issuance and maintenance of all patent and/or copyright applications and granted patents and copyrights. In the event that Assignee is financially unable to bear the costs of these expenses, or the parties mutually agree that the University should handle prosecution and maintenance costs, the University may pay these costs on behalf of Assignee, but must keep Assignee advised as to the prosecution of such applications, and shall invoice Assignee within thirty (30) days of payment of such expenses. Assignee shall reimburse University for the payment of such expenses as it is financially able to do so, or pursuant to the terms of any agreement between University and Assignee concerning intellectual property prosecution and maintenance costs.


9. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY UNIVERSITY THAT THE PRACTICE BY ASSIGNEE OF THE INVENTION GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL UNIVERSITY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS.

10. This Agreement may not be assigned without the prior written mutual consent of the parties.

11. This Agreement shall be governed by the laws of the State of Alaska.

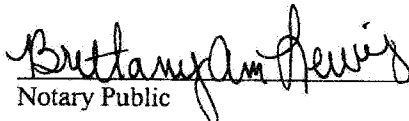
IN WITNESS WHEREOF, both University and Assignee have executed this Agreement, by the duly authorized respective officers.

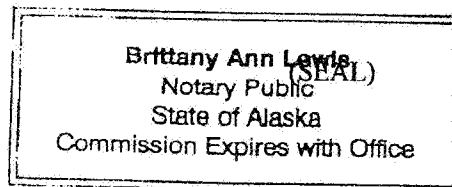
UNIVERSITY OF ALASKA FAIRBANKS

By: 
Name: Brian Rogers
Title: Chancellor
Date: 9/20/13

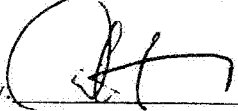
State of Alaska)
) ss.
Fourth Judicial District)

On 20th day of September, 2013, before me, a Notary Public, came Chancellor Brian Rogers, known to me to be the individual described herein, duly executed the foregoing assignment, and at the time of execution he duly acknowledged that he had the authority to execute this agreement and that this was his free act and deed.


Notary Public
My Commission Expires: with office



NANOOK INNOVATION CORPORATION

By: 
Name: Daniel M. White
Title: President
Date: 9/20/13

State of Alaska)
)
Fourth Judicial District)

On 20 day of September, 2013, before me, a Notary Public, came Daniel M. White, known to me to be the individual described herein, duly executed the foregoing assignment, and at the time of execution he duly acknowledged that he had the authority to execute this agreement and that this was his free act and deed.

Brittany Lewis
Notary Public

Brittany Ann Lewis
Notary Public (SEAL)
State of Alaska
Commission Expires with Office

My Commission Expires: with office

NANOOK INNOVATION CORPORATION

By: Michael Powers
Name: Michael Powers
Title: Secretary
Date: 9.20.13

State of Alaska)
) ss.
Fourth Judicial District)

On 20 day of September, 2013, before me, a Notary Public, came Michael Powers, known to me to be the individual described herein, duly executed the foregoing assignment, and at the time of execution he duly acknowledged that he had the authority to execute this agreement and that this was his free act and deed.

Bullington Lewis
Notary Public

Brittany Ann Lewis
Notary Public (SEAL)
State of Alaska
Commission Expires with Office

My Commission Expires: with office