

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2656211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF ONE-THIRD INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GEOFF DESMOULIN	06/02/2009
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF CALGARY
Street Address:	2500 UNIVERSITY DRIVE N.W.
City:	CALGARY
State/Country:	CANADA
Postal Code:	T2N 1N4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13433820
CORRESPONDENCE DATA	
Fax Number:	(604)688-6445
Phone:	(604)688-6442
Email:	alin@cameronip.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CAMERON IP
Address Line 1:	1401 - 1166 ALBERNI STREET
Address Line 4:	VANCOUVER, CANADA V6E 3Z3
ATTORNEY DOCKET NUMBER:	5389P04US
NAME OF SUBMITTER:	ALICE LIN
Signature:	/Alice Lin/
Date:	12/19/2013
Total Attachments: 4 source=Assignment_Desmoulin#page1.tif source=Assignment_Desmoulin#page2.tif source=Assignment_Desmoulin#page3.tif source=Assignment_Desmoulin#page4.tif	

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GRADUATE STUDENTSHIP AGREEMENT

Research Services File: 1014691

Principal Investigator: Dr. Christopher Hunter

Graduate Employee: Geoff Dermartin

Graduate Employee UCID: _____

Graduate Employee Address: _____

The University of Calgary (the "University") entered into a Research Agreement with Optima Health Solution International Corporation (the "Sponsor") effective _____ for conduct of a research project entitled "Optimal Mechanics for Biosynthesis (Design, Build, Validate & Experiment)" (the "Research") under the direction and supervision of Dr. Christopher Hunter. In order to ensure that the University fulfils its obligations to the Sponsor in respect to the Research, it is necessary for you to enter into this Graduate Studentship Agreement with the University.

In exchange for good and valuable consideration received from the University, including your appointment as a Graduate Studentship Holder for the Research, you agree to the following terms and conditions:

1. **Principal Investigator** - You will be responsible to Dr. Christopher Hunter, the Principal Investigator, who will determine your duties and responsibilities.
2. **Confidential Information** - You recognize and acknowledge that in the course of your participation in the Research, you may Develop or gain access to certain Confidential Information (as defined in Section 7). You shall not use any Confidential Information at any time for purposes other than performing your duties as a Graduate Studentship Holder with respect to the Research. Except as set out in Section 3, you shall not disclose any Confidential Information in any manner at any time to any individual or entity who is not bound to Confidentiality provisions with the University similar to the ones imposed by this Agreement.

At the conclusion of your research as a Graduate Studentship Holder:

- a) you shall return all copies of Confidential Information to the Principal Investigator;
- b) you shall be entitled to use and disclose all general experiences, learning and training so long as you do not disclose Confidential Information; and
- c) you shall have an exit interview with the Principal Investigator to clarify what Confidential Information you will be restrained from using or disclosing.

3. **Publications** - You may publish the results of your research as a Graduate Studentship Holder in the form of a thesis. In accordance with the policies of the University, you shall own the copyright in your thesis and you shall have the right to publish your thesis, subject to the following limitations:

a) you will work with the Principal Investigator to reasonably modify the disclosure of Confidential Information in the thesis so that the amount of Confidential Information is minimized; and

b) you agree to delay publication of your thesis for up to two years from the date of your thesis defense. The University may waive this requirement at the University's discretion.

You may publish the results of your research as a Graduate Studentship Holder in other publications or presentations. You shall submit your proposed publication or presentation to the Principal Investigator for review. You may be asked to modify the document to avoid any disclosure of Confidential Information and you agree to comply with all such reasonable requests.

4. **Innovations** - You acknowledge that in the course of acting as a Graduate Studentship Holder you may Develop Innovations (as defined in Section 7). You shall promptly disclose to the Principal Investigator any and all Innovations that you participate in developing in the course of your duties as a Graduate Student with respect to the Research, or within six months following the termination of your working on the Research. Any Intellectual Property Rights (as defined in Section 7) to all Innovations shall be the sole property of the University and you hereby assign and agree to assign to the University your entire right and interest in all Intellectual Property Rights to Innovations that you participate in Developing.

5. **Intellectual Property Rights** - You shall give the University the assistance necessary for the University to obtain and maintain for its benefit patents and any other form of Intellectual Property Right in any and all countries selected by the University. This will include any assistance necessary for the University to transfer its ownership of Intellectual Property Rights the Sponsor of the Research. You hereby appoint the University as your agent and attorney to act for and on your behalf to execute and file any such documents as may be necessary to give effect to this assignment of Intellectual Property Rights and to do all other related and lawfully permitted acts with the same legal force and effect as if executed by you.

6. **Prior Research** - If you are basing the research you will perform as part of the Research on work you may have performed prior to being assigned to the Research, you must bring this to the attention of the Principal Investigator so that you and the University can reach agreement on the ownership or protection of prior work.

7. **Definitions** - The following definitions shall apply within this Agreement:

- (a) **"Confidential Information"** means information you develop or gain access to in the course of your participation in the Research, which information is of a confidential or secret nature and that may be related to the Research including, without limitation, methods of doing business, research and development, algorithms, trade secrets, computer programs, technical information, processes, developments, inventions, marketing plans and procedures, strategies and forecasts. Confidential Information will not include information which:
- (i) was already known to you at the date of disclosure, without an obligation of confidentiality;
 - (ii) is or becomes generally available in the public domain or literature through no fault of yours;
 - (iii) is or becomes available on a non-confidential basis from an independent third party, provided, that to your knowledge such information was given without restriction on disclosure; or
 - (iv) is independently developed or derived from public information; or
 - (v) is required to be disclosed by law, to the extent so required.

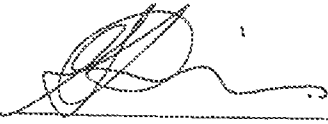
The phrase public domain shall mean readily accessible to the public in a written publication, and shall not include information which is only available by substantial searching of the published literature, and information the substance of which must be pieced together from a number of different publications and sources.

- (b) **"Develop", "Developed", "Developing"** means conceive, invent, reduce to practice, create, produce, reproduce or develop and doing any activity that results in anything, work or information of any sort, that is capable of being protected by one or more Intellectual Property Right;
- (c) **"Innovation"** means any and all technology, innovation or specialized know-how of any sort capable of being protected by one or more Intellectual Property Right; and
- (d) **"Intellectual Property Right"** means any right existing from time to time under patent law, copyright law, industrial design law, moral rights law, trade secret law, semi-conductor chip protection law, trademark law, unfair competition law and any other similar law.

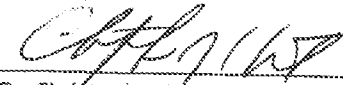
8. **Assignment to the Research** - You acknowledge that you would not have been assigned to the Research if you had not agreed to execute this Agreement.

9. Review - You acknowledge that you have had sufficient time to review this Agreement. You fully understand its contents and have had the opportunity to obtain legal advice concerning the interpretation of this Agreement and its effect on you.

This Agreement is signed effective the _____ day of _____.


Project Employee

June 2, 2009
Date


Dr. Christopher Hunter, Principal Investigator

June 2, 2009
Date

Glenn McMurray, Senior Executive Director

Date

