

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2729860

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MCMASTER UNIVERSITY	03/19/2013
RECEIVING PARTY DATA	
Name:	DIGITAL MEDICAL EXPERTS INC.
Street Address:	139 FATHER DAVID BAUER DRIVE, UNIT 312
City:	WATERLOO, ONTARIO
State/Country:	CANADA
Postal Code:	N2L 6L1
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14182269
CORRESPONDENCE DATA	
Fax Number:	(561)244-1062
Phone:	561-922-3845
Email:	pto@crgolaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CRGO LAW
Address Line 1:	7900 GLADES ROAD
Address Line 2:	SUITE 520
Address Line 4:	BOCA RATON, FLORIDA 33434
ATTORNEY DOCKET NUMBER:	1083-096CON (2)
NAME OF SUBMITTER:	STEVEN M. GREENBERG
Signature:	/Steven M. Greenberg/
Date:	02/17/2014

Total Attachments: 5

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PATENT

REEL: 032231 FRAME: 0257

Agreement ID: IPA 12-001

Tech ID: 08-013

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Effective Date: May 19, 2012

Between:

McMaster University
1280 Main Street West
Hamilton, ON L8S 4L8

a University incorporated by special act of the Province of Ontario, Canada
hereinafter referred to as "Assignor"

-and-

Digital Medical Experts Inc.
139 Father David Bauer Drive, Unit 312, Waterloo, Ontario N2L 6L1

hereinafter referred to as the "Assignee"

WHEREAS pursuant to the Joint Intellectual Property Policy of the Assignor (hereinafter referred to as "Joint IP Policy"), the Assignor is the owner of intellectual property rights in a technology known as "The Use of EEG as a Predictor of Diagnosis and Treatment of Psychiatric Illness" as referenced in the McMaster Discovery Disclosure Tech ID 08-013 ("Disclosure") and in the Protocol, dated December 1, 2008 entitled "EEG Signal Processing as a Predictor of Anti-depressant Response", and all related Patents based thereon as defined in Section 4 (hereinafter collectively referred to as the "Technology");

AND WHEREAS Assignee for good and valuable consideration is desirous of acquiring the rights of the Assignor in the Technology, and the Assignor is willing to assign its rights thereunder;

AND WHEREAS pursuant to the said Joint IP Policy, the Assignor has agreed to assign its rights in the Technology to the Assignee;

NOW THEREFORE in consideration of the payment of the sum of one dollar (\$1) by each party to each of the other parties and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) each of the parties agree as follows:

1. **RIGHTS ASSIGNED.** The Assignor hereby does assign and transfer to the Assignee, its successors, assigns, and legal representatives, the Assignor's entire right, title and interest in and to the Technology in all its forms, and which may be susceptible of legal protection including, without limitation, patents, copyrights and trade-marks, in Canada and all other countries worldwide.
2. **OBLIGATION OF THE ASSIGNOR.** The Assignor agrees that when reasonably requested by the Assignee and at the expense of the Assignee, Assignor shall:
 - a. carry out in good faith the intent and purpose of this assignment;
 - b. execute all further documents, rightful oaths, assignments, powers of attorney and other papers;
 - c. testify in all legal proceedings;

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- d. perform any reasonable act which the said Assignee shall consider desirable for aiding in the security, maintenance, and enforcement of proper legal protection for the Technology and for vesting title to Technology in the said Assignee.

REDACTED

4. **INTELLECTUAL PROPERTY.** As of the Effective Date, the Technology is protected by copyright and patent applications. The Technology includes all related patent applications filed and owned by the Assignor, including, without limitation: PCT/CA2009/000195, EP-2245568, AUT2009217184, CAN2,715,825, and US20110119212, all entitled *Expert System for Determining Patient Treatment Response* (collectively, the "Patents"). The

REDACTED

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REDACTED

7. **ASSIGNMENT TO OTHER ENTITIES.** Assignee may in all respects deal with the Technology as its wholly-owned property, and may, inter alia, transfer its interest or any part hereof under this Agreement, whether by operation of law or otherwise, to any transferee to perform all or parts of its obligations under this Agreement, provided that such transfer will require written notice to Assignor, and that the terms of such transfer will require the transferee to be bound by the terms of this Agreement.

REDACTED

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REDACTED

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Assignor and the Assignee pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as provided herein, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements, whether direct or indirect, collateral, express or implied made between the parties concerning this Agreement, the subject matter hereof or any other matter embodied herein. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the parties.
16. **APPLICABLE LAW AND FORUM.** This Agreement shall be exclusively construed, interpreted and enforced in accordance with the laws and courts of the Province of Ontario and the laws of Canada applicable therein. The parties submit to the exclusive jurisdiction of the courts of the Province of Ontario and the Federal Court of Canada.

REDACTED

The undersigned agree to all the terms and conditions herein.

For the Assignor:

Mar 19, 2013
Date

Brent Davis
Name: Brent Davis
Title: Executive Director - McMaster Industry
Liaison Office

Gary Yuyith
Witness (print name): Gary Yuyith

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For the Assignee:

Digital Medical Experts Inc.

March 26/13
Date

per: [Signature] c/s
Dr. Gary Hasey, President

Amber Metham
Witness (print name): Amber Metham