

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2774699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CRAIG BOUTILIER	08/31/2012
TYLER LU	08/31/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
<b>Street Address:</b>	100 COLLEGE STREET, ROOM 413
<b>Internal Address:</b>	BANTING INSTITUTE
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5G 1L5
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14001972
<b>Application Number:</b>	14001984
<b>Application Number:</b>	14001991
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(416)216-3930
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	4162164823
<b>Email:</b>	liliana.arangio@nortonrosefulbright.com
<b>Correspondent Name:</b>	NORTON ROSE FULBRIGHT LLP
<b>Address Line 1:</b>	200 BAY STREET, SUITE 3800
<b>Address Line 2:</b>	ROYAL BANK PLAZA, SOUTH TOWER
<b>Address Line 4:</b>	TORONTO, CANADA M5J 2Z4
<b>ATTORNEY DOCKET NUMBER:</b>	55812346-1US/2US/3US
<b>NAME OF SUBMITTER:</b>	MAYA MEDEIROS
<b>SIGNATURE:</b>	/MayaMedeiros/
<b>DATE SIGNED:</b>	03/19/2014
<b>Total Attachments: 49</b>	
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## ASSIGNMENT OF RIGHTS AGREEMENT

**THIS ASSIGNMENT OF RIGHTS AGREEMENT** (the “**Agreement**”) is made the 31<sup>st</sup> day of August, 2012 (the “**Effective Date**”) between **THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**, a corporation vested with the government, management and control of the University of Toronto by the *University of Toronto Act, 1971* and having offices at Banting Institute, 100 College Street, Room 413, Toronto, Ontario, M5G 1L5, Canada, its successors and assigns (collectively, the “**University**”) and GRANATA DECISION SYSTEMS INC., a corporation incorporated under the laws of Ontario having its registered address at MaRS Centre, South Tower, 101 College Street, Suite 402 Toronto, ON M5G 1L7, its successors and assigns (collectively, the “**Assignee**”).

**WHEREAS**, Inventors, while employed by the University of Toronto, made an Invention (as hereinafter defined);

**WHEREAS**, Inventors assigned all of their rights, title and interest in and to the Inventions to the University by way of four (4) assignment agreements, two (2) dated May 12<sup>th</sup>, 2011 and two (2) dated May 24<sup>th</sup>, 2011 attached hereto as Schedule B; and

**WHEREAS**, subject to the terms and conditions of this Agreement, the University is desirous of assigning its right, title and interest in and to the Invention, the Intellectual Property Rights and the Technology (as such terms are defined herein) to the Assignee.

### **NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **1. Definitions**

The following terms have the following meanings in this Agreement:

- (a) “**Assigned Assets**” means the Invention, Intellectual Property Rights and the Technology collectively;
- (b) “**Hardware**” means the hardware (if any) specified in Schedule D;
- (c) “**Intellectual Property Rights**” means all Patents, copyrights, trade names and other intellectual property rights, whether registered or not, owned by the University related to the Invention as specified in Schedule A;
- (d) “**Invention**” means collectively: (i) the “Model and Algorithms for Consensus Decision Making in the Presence of Option Uncertainty”, (ii) “Models and Algorithms for Consensus Decision Making under Budget Constraints”, (iii) “Model and Algorithms for Optimization Group Decisions with Incomplete Preferences, and Intelligent Elicitation of Partial Preferences”, and (iv) “Algorithms for Learning Preference Distributions from Choice

Data”, as further described in the University of Toronto Confidential Intellectual Property Disclosure [REDACTED] [REDACTED] respectively attached hereto as Schedule A, but does not include any improvements, enhancements, derivatives or other modifications thereto created after the Effective Date of this Agreement;

- (e) “**Inventors**” means Craig Boutilier and Tyler Lu collectively;
- (f) “**Know-how**” means any and all trade secrets, technical expertise, knowledge, confidential information and know-how, whether patentable or unpatentable relating to the Invention, whether in written, machine readable, drawing or oral form, including, without limiting the generality of the foregoing, all technical information, raw material, data, product specifications, processes and designs, operating and production data, calculations, computer programs, instructions and techniques, quality control and other standards, and drawings relating thereto developed by the University or the Inventors and which exists as at the Effective Date;
- (g) “**Parties**” means the University and the Assignee collectively, and “**Party**” means any one of them;
- (h) “**Patents**” means the patents and/or patent applications listed in Schedule C attached hereto, and shall include any divisional, re-examination or renewal based on the said patents and/or patent applications, any patents which may issue on, from or as a result of any of the foregoing and any reissue of said patents;
- (i) “**Software**” means the software specified in Schedule D;
- (j) “**Technology**” means the Hardware, Software and all Know-how (if any), as specified in Schedule D.

2. **Assignment of Rights**

Subject to the terms of this Agreement, the University 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), that the University has or may in the future have in and to the Assigned Assets, including without limitation, the right to apply for patents in every country, the right to receive any letters patent that may issue from any such applications and the right to sell or license the Assigned Assets.

[REDACTED]

[Redacted]

4.

[Redacted]

5.

[Redacted]

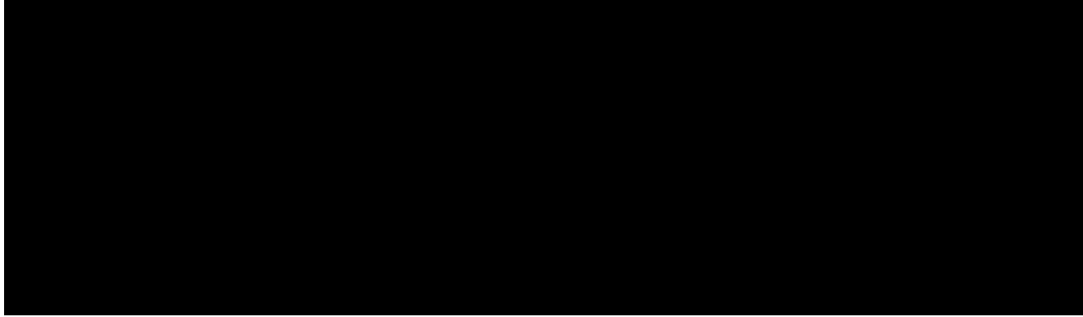
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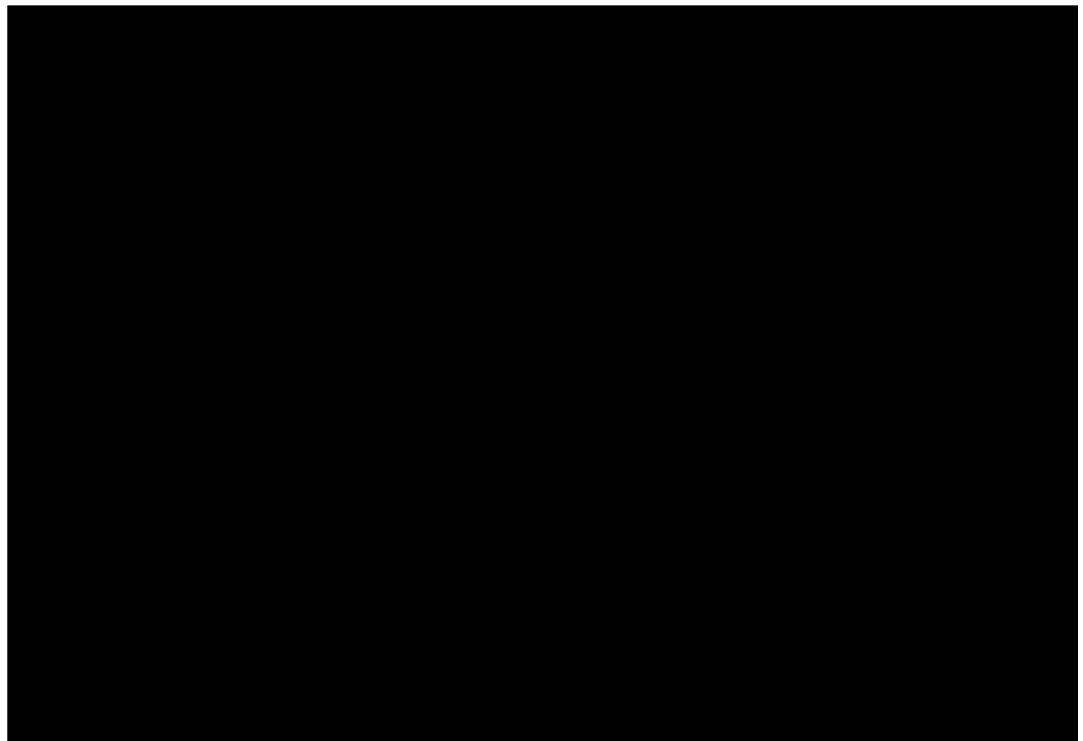
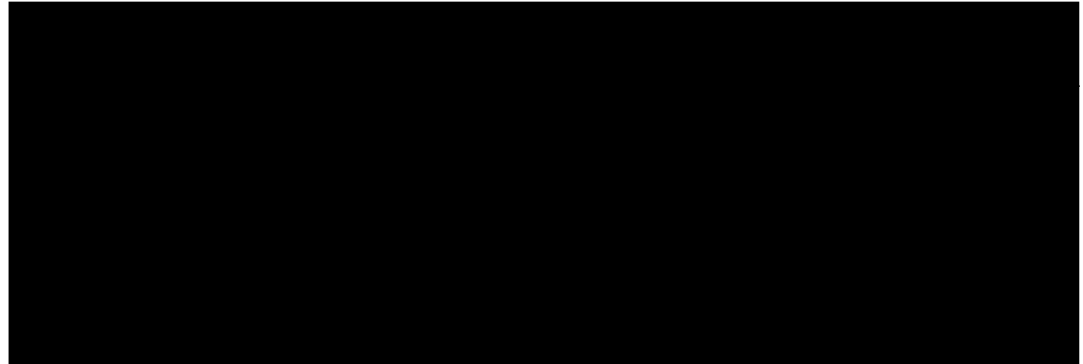
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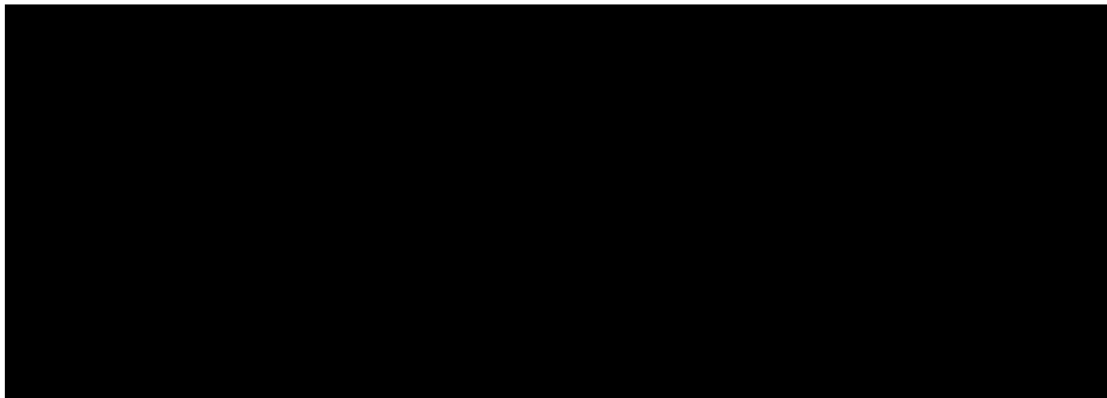


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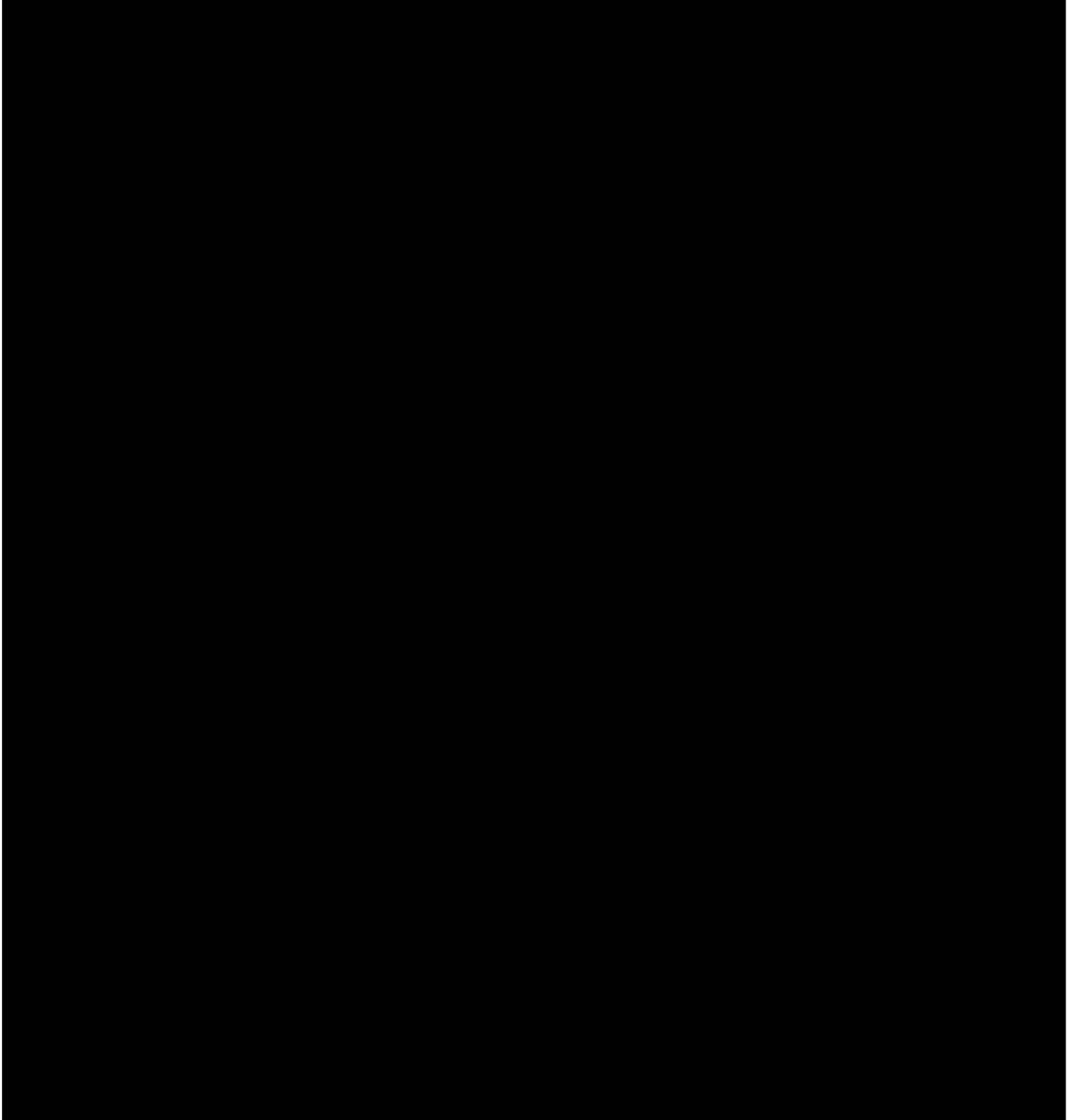




Miscellaneous



**CONFIDENTIAL**





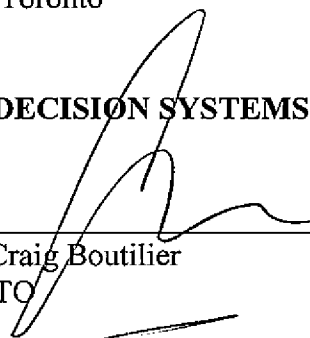
**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the Effective Date.

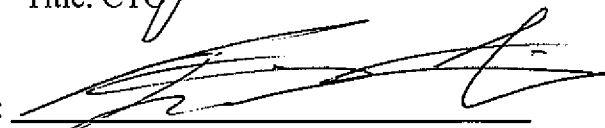
**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

Per: \_\_\_\_\_ 

Jennifer Fraser  
Director, Business Development and Commercialization Director, Operations  
Innovations & Partnerships Office  
University of Toronto

**GRANATA DECISION SYSTEMS INC.**

Per: \_\_\_\_\_   
Name: Craig Boutilier  
Title: CTO

Per: \_\_\_\_\_   
Name: Tyler Lu  
Title: CEO

**CONFIDENTIAL**

**SCHEDULE A**

**UNIVERSITY OF TORONTO  
CONFIDENTIAL INTELLECTUAL PROPERTY DISCLOSURES**

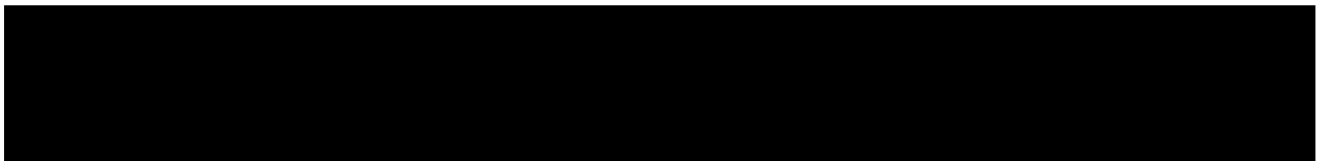
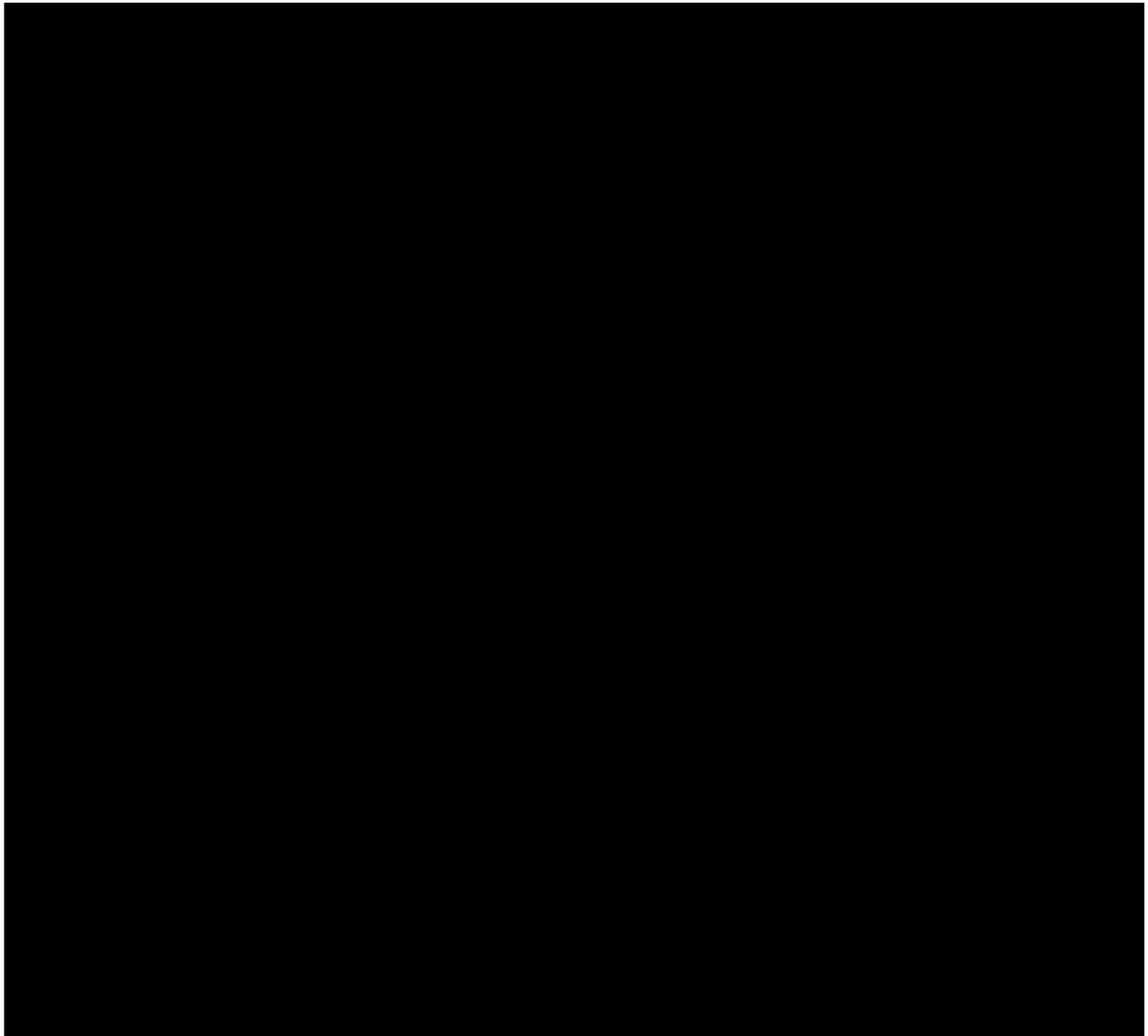
**PATENT  
REEL: 032471 FRAME: 0752**

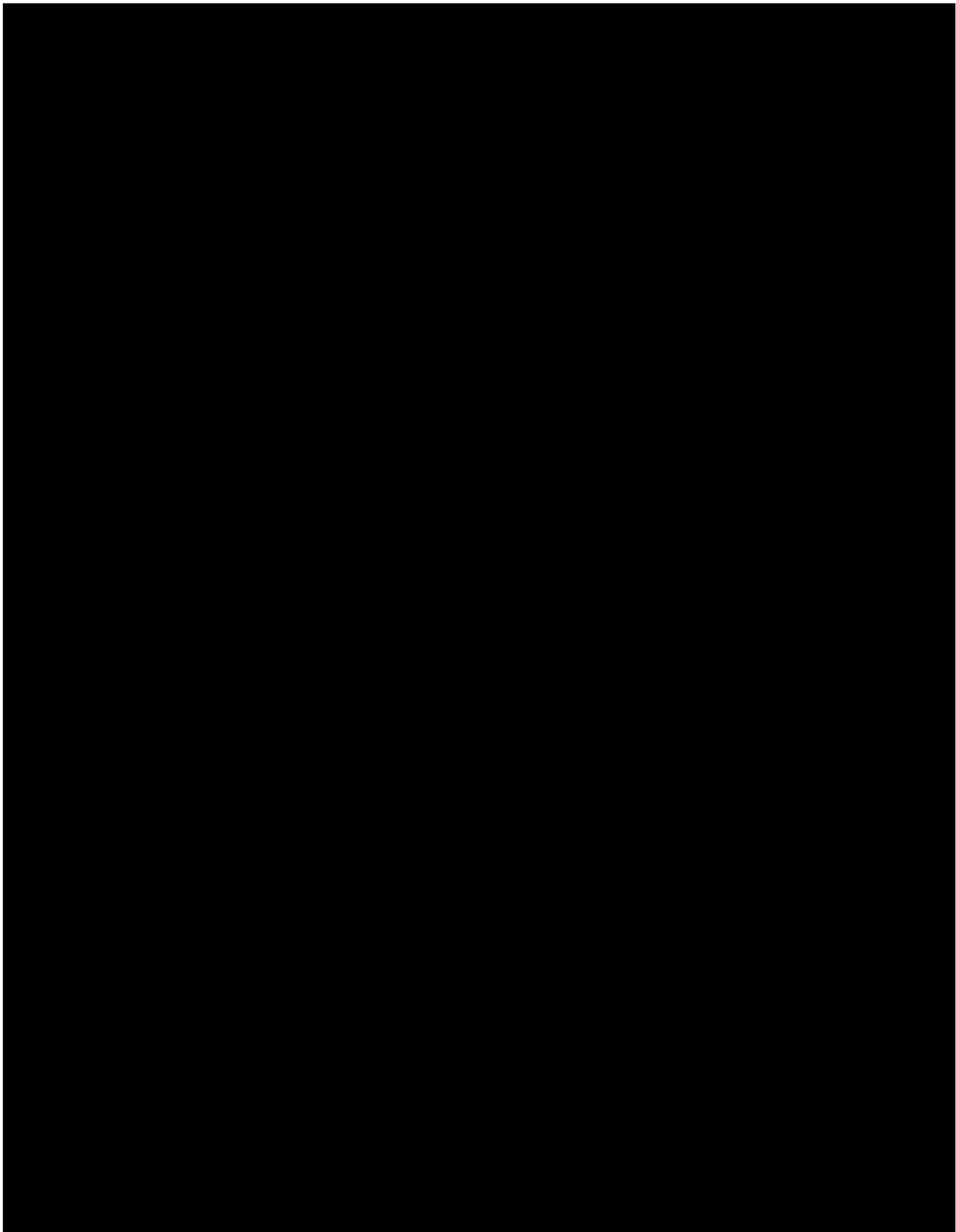


**UNIVERSITY OF TORONTO**  
**CONFIDENTIAL INTELLECTUAL PROPERTY DISCLOSURE**  
MaRS Centre Heritage Building, Suite 320  
101 College Street, Toronto, ON M5G 1L7  
Tel: (416) 978-7833 Fax: (416) 978-5821 email: ip.officer@utoronto.ca

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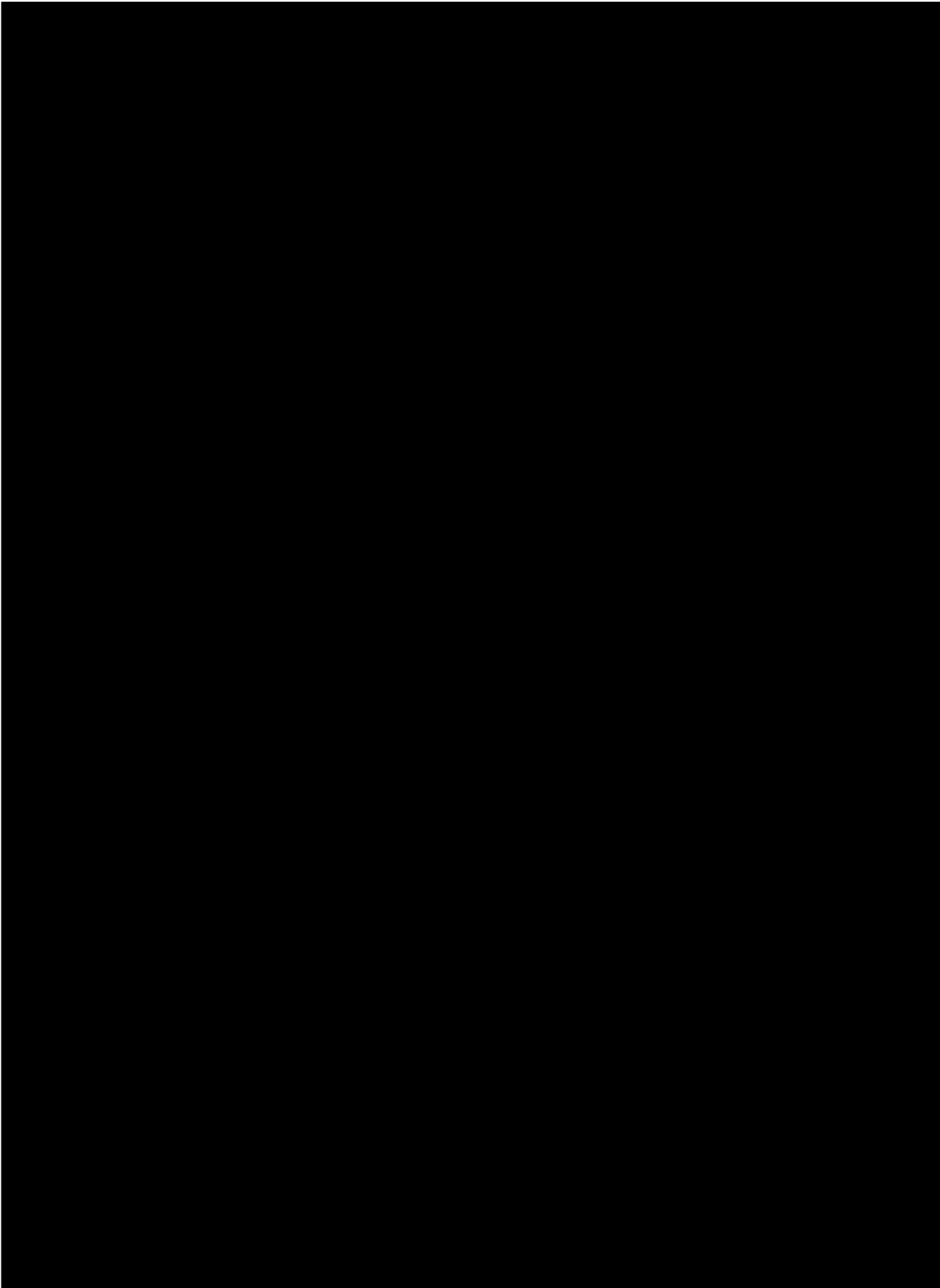
**1. Title of Invention: Algorithms for Learning Preference Distributions from Choice Data**

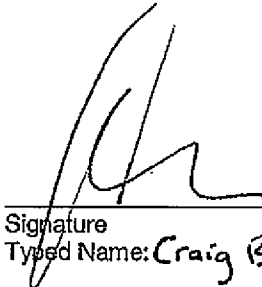


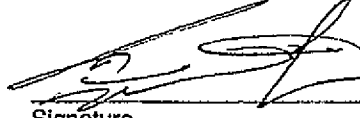


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\_\_\_\_\_  
Signature Date Feb. 2, 2011  
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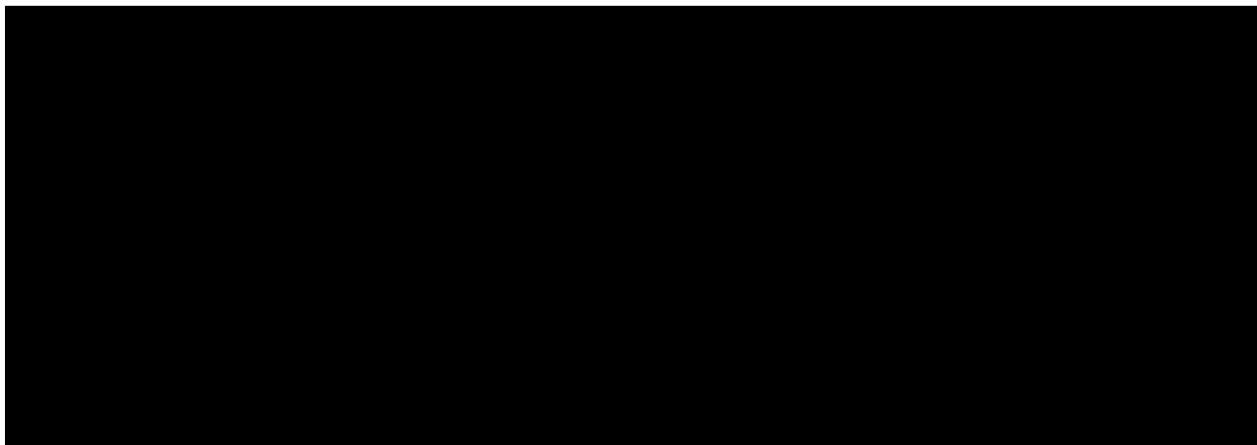
  
\_\_\_\_\_  
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\_\_\_\_\_  
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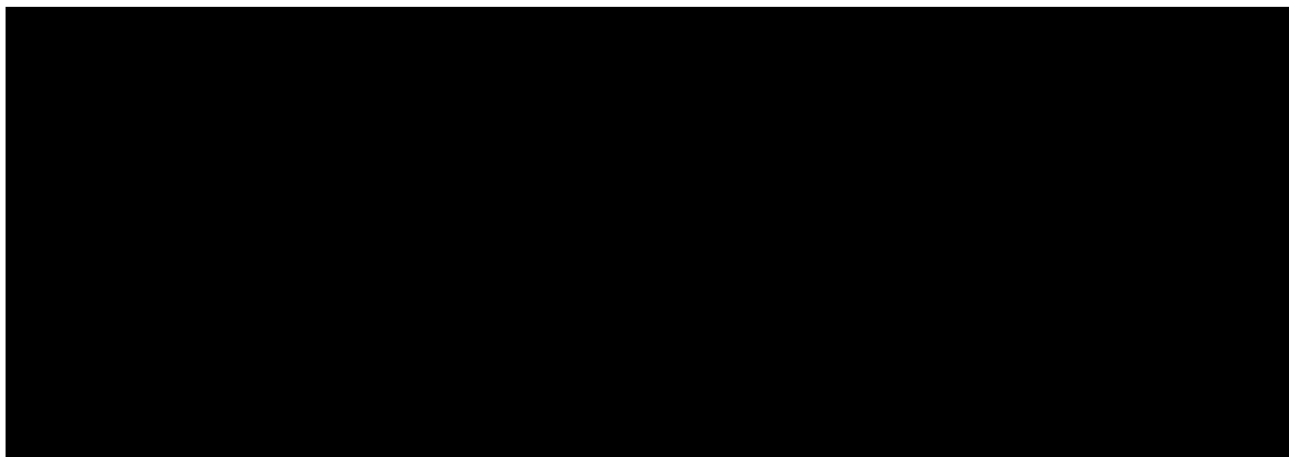
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**APPENDIX 2**



**APPENDIX 2**







**UNIVERSITY OF TORONTO**

**CONFIDENTIAL INTELLECTUAL PROPERTY DISCLOSURE**

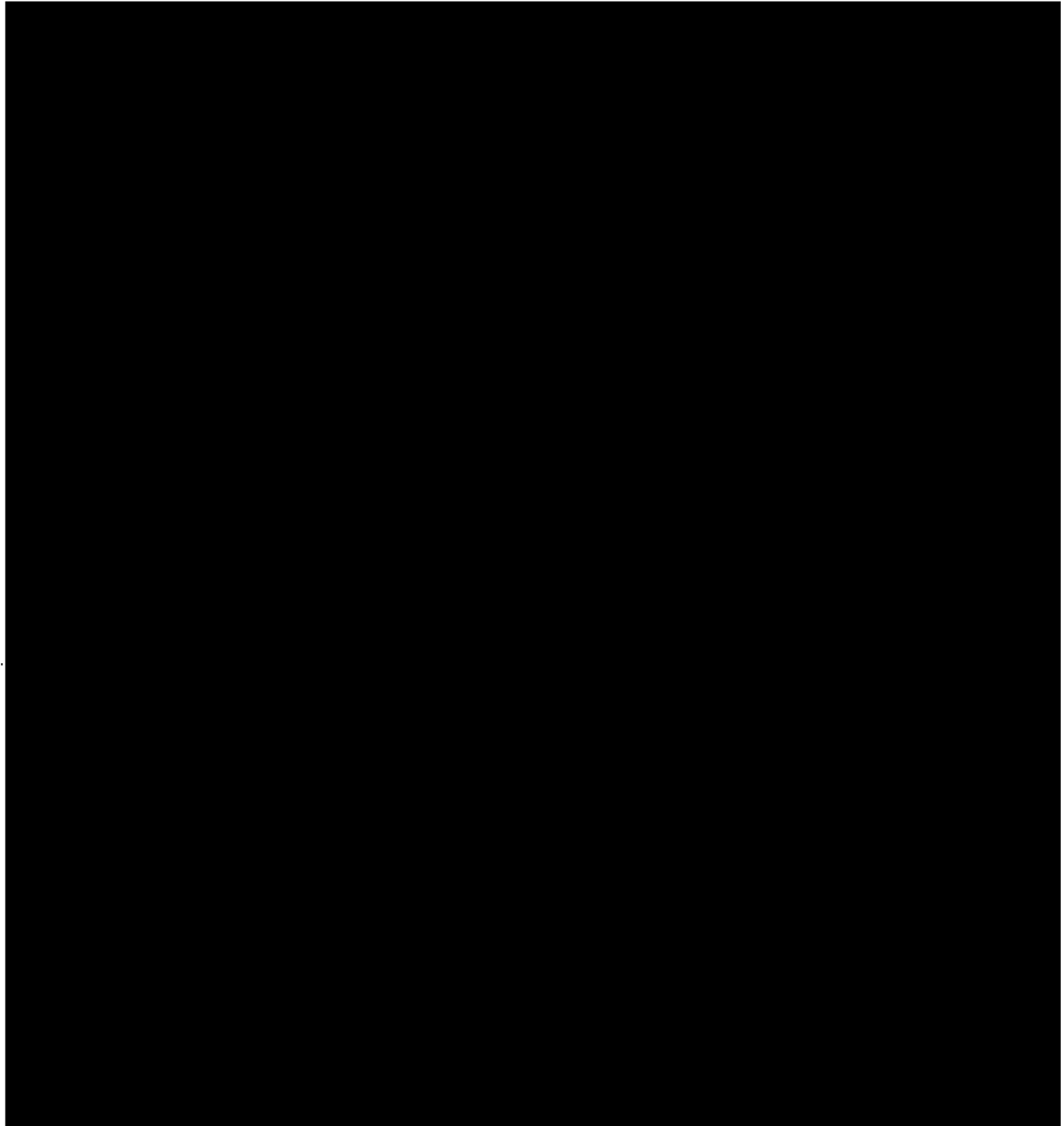
MaRS Centre Heritage Building, Suite 320

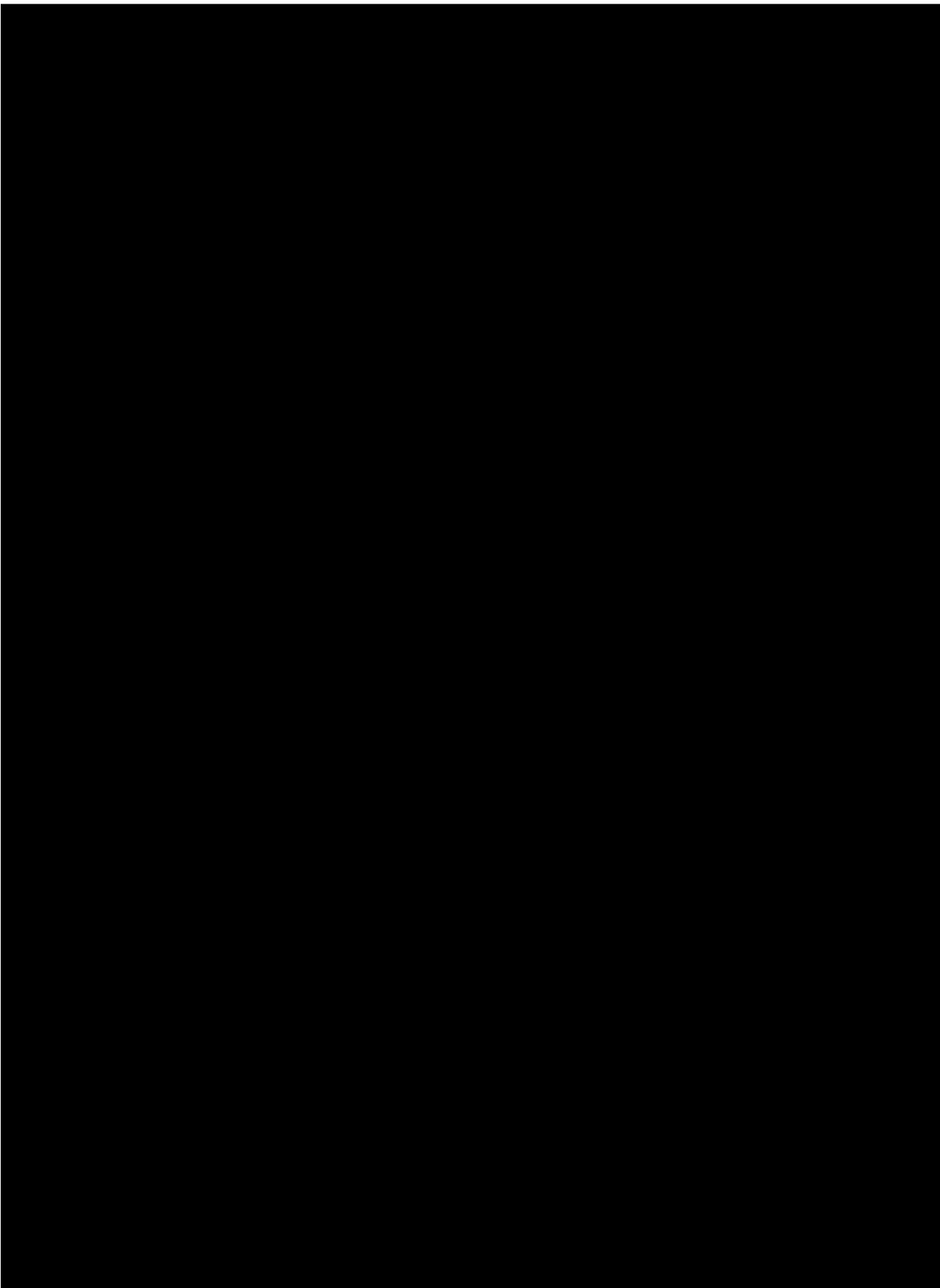
101 College Street, Toronto, ON M5G 1L7

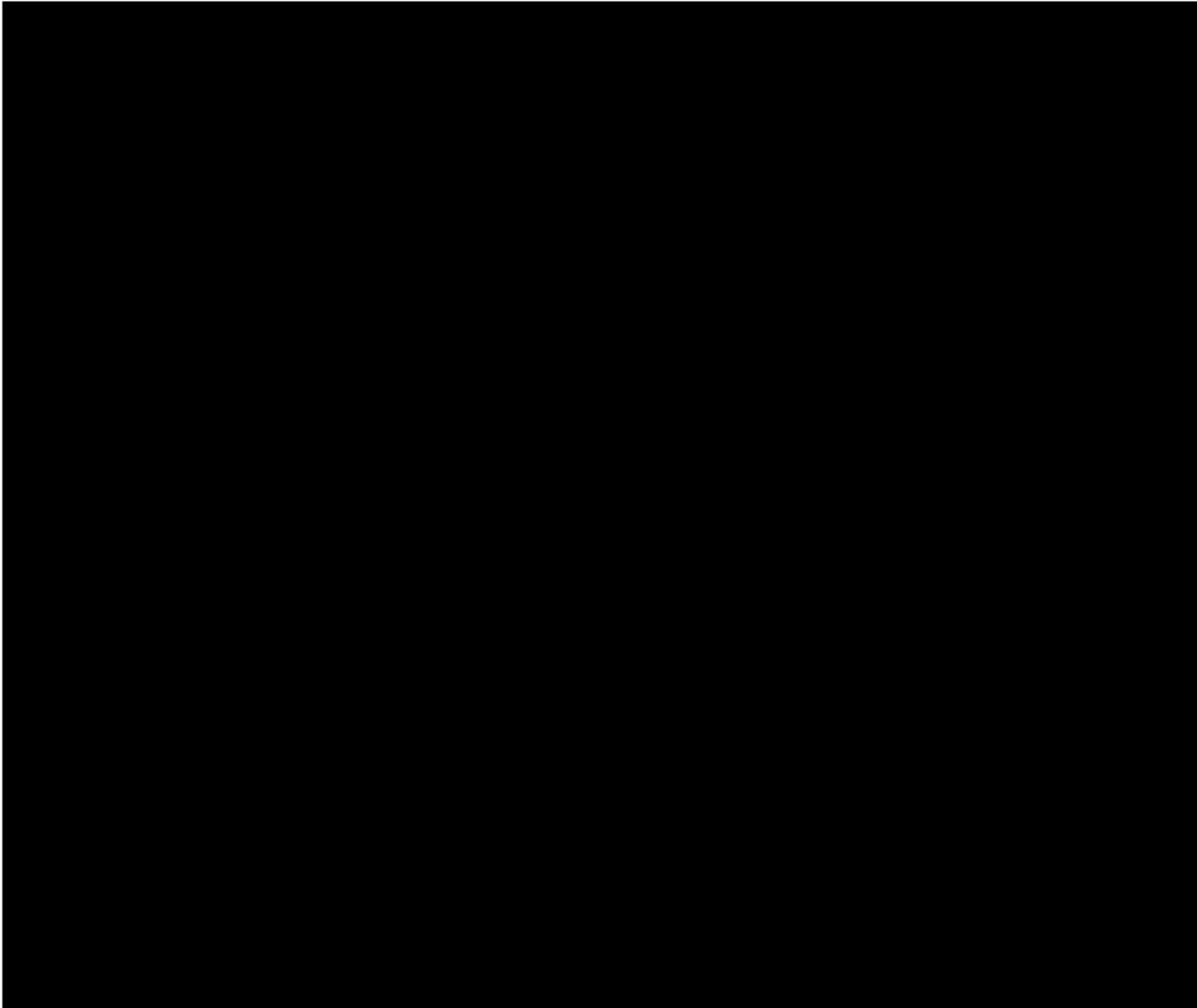
Tel: (416) 978-7833 Fax: (416) 978-5821 email: ip.officer@utoronto.ca

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**1. Title of Invention: Model and Algorithms for Consensus Decision Making in the Presence of Option Uncertainty**

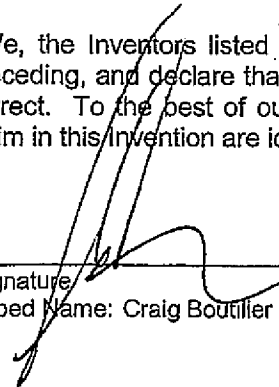







**7. Warranty:**

I/We, the Inventors listed in Section 2(a), have read, understood and agree to all of the preceding, and declare that all of the information provided in this disclosure is complete and correct. To the best of our knowledge, all persons who might legally make an ownership claim in this invention are identified in Section 2(a) and 2(b).

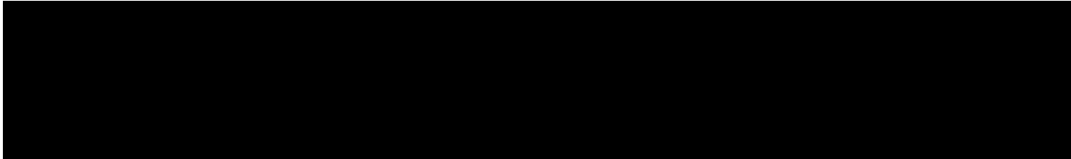
  
\_\_\_\_\_  
Signature Date July 5, 2010  
Typed Name: Craig Boutiller

  
\_\_\_\_\_  
Signature Date July 5, 2010  
Typed Name: Tyler Lu



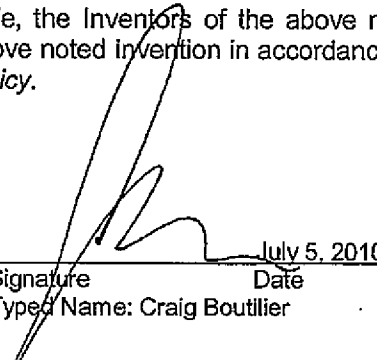



**UNIVERSITY OF TORONTO**  
**REQUEST FOR PERSONAL ASSIGNMENT OF INVENTION**  
MaRS Centre Heritage Building, Suite 320  
101 College Street, Toronto, ON M5G 1L7  
Tel: (416) 978-7833 Fax: (416) 978-5821 email: ip.officer@utoronto.ca



**RE: Title of Invention:** Model and Algorithms for Consensus Decision Making in the Presence of Option Uncertainty

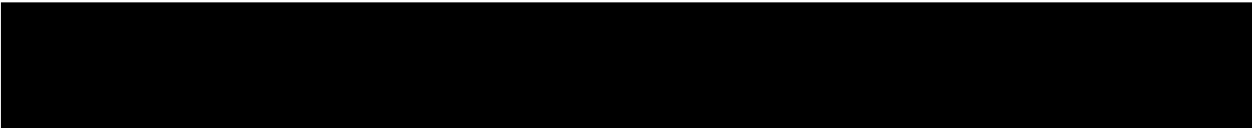
I/We, the Inventors of the above noted Invention wish to take personal ownership of the above noted invention in accordance with section 4.2 of the University of Toronto *Inventions Policy*.

  
\_\_\_\_\_  
Signature Date  
July 5, 2010  
Typed Name: Craig Boutillier

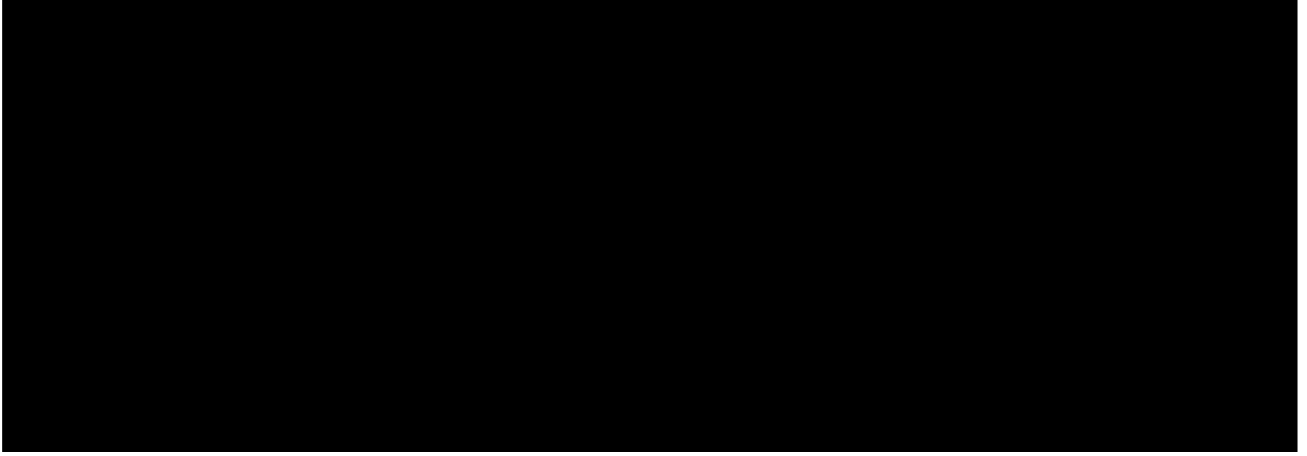
  
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July 5, 2010  
Typed Name: Tyler Lu

\_\_\_\_\_  
Signature Date  
Typed Name:

\_\_\_\_\_  
Signature Date  
Typed Name:



**APPENDIX 2**





**UNIVERSITY OF TORONTO**

**CONFIDENTIAL INTELLECTUAL PROPERTY DISCLOSURE**

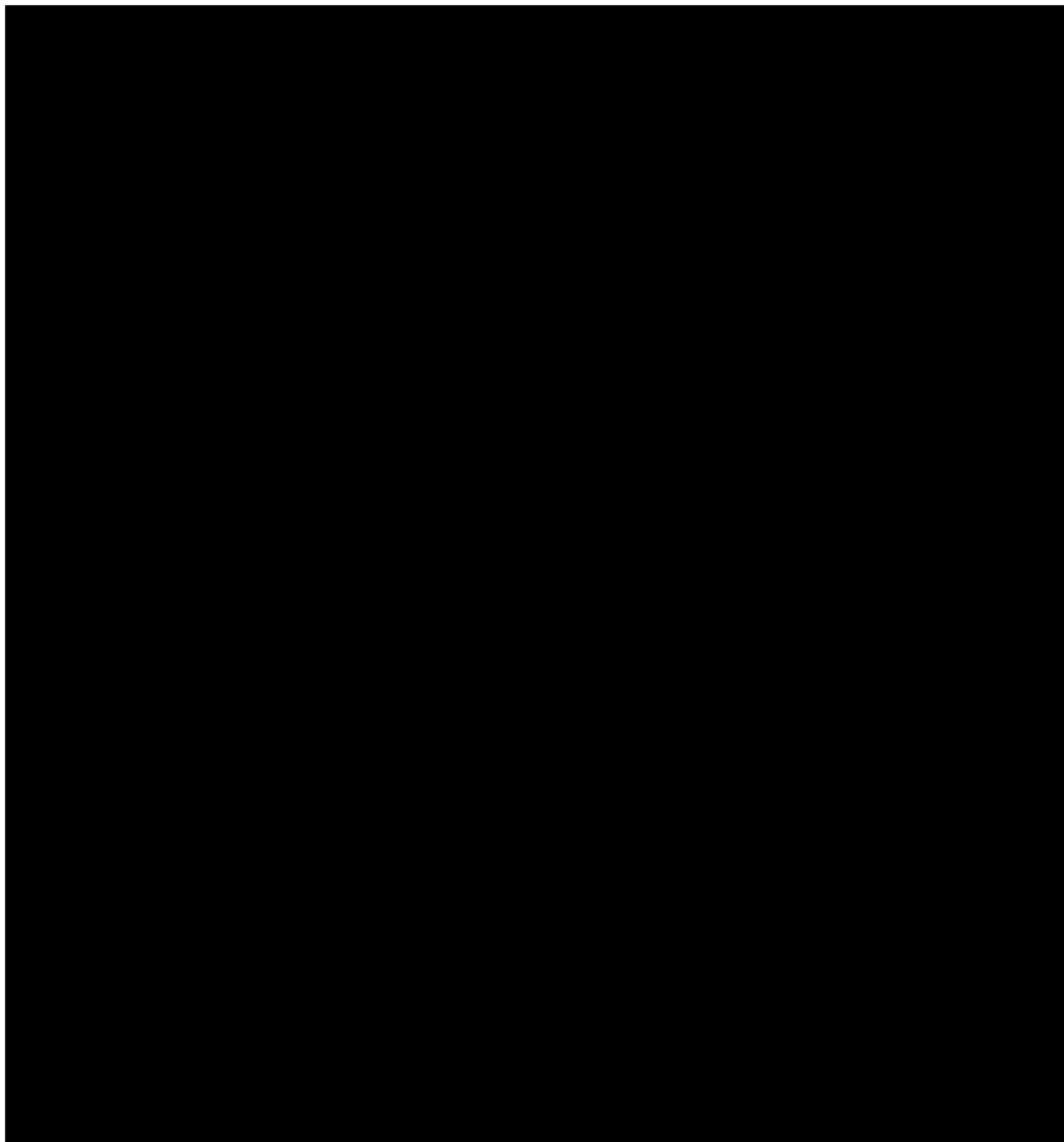
MaRS Centre Heritage Building, Suite 320

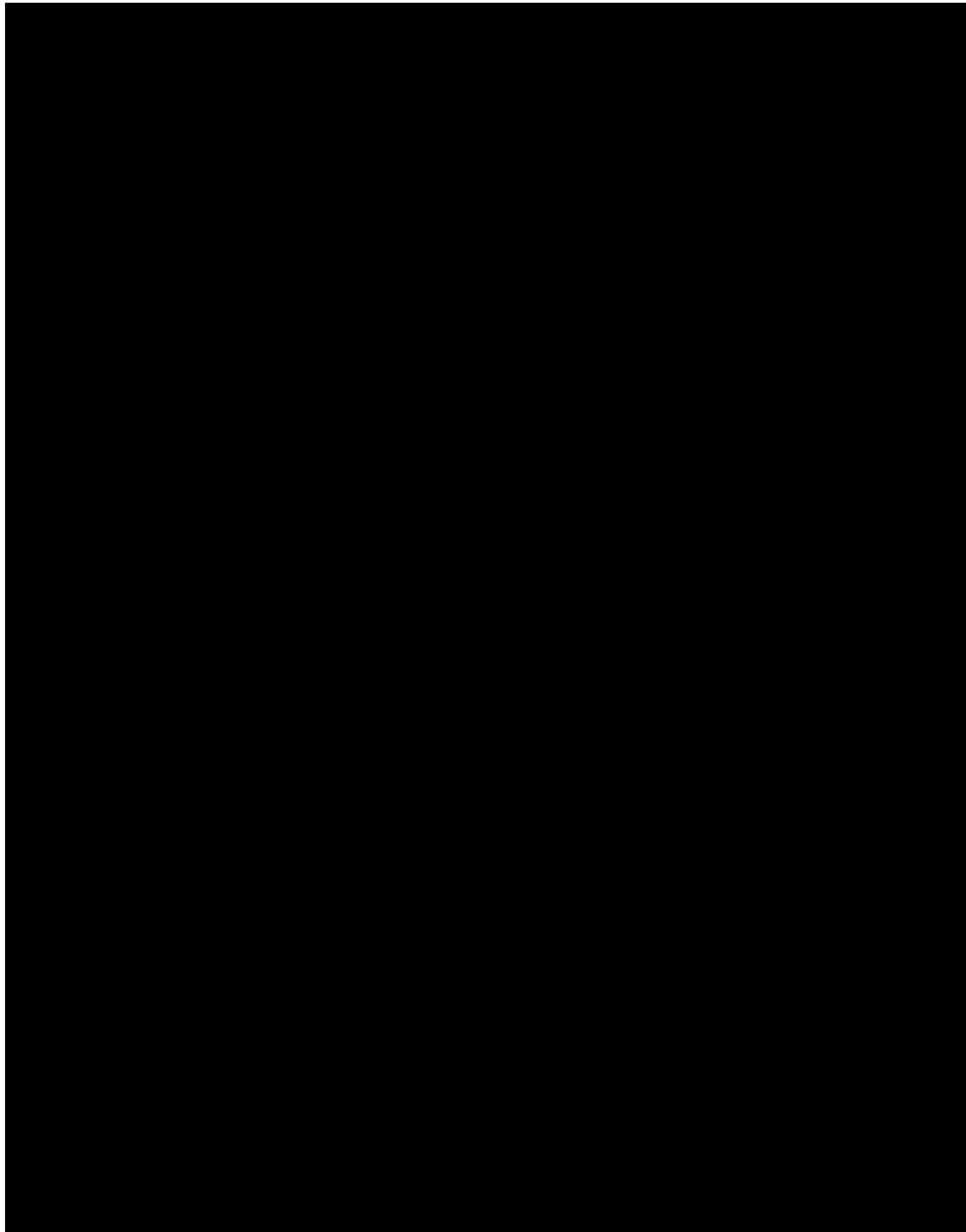
101 College Street, Toronto, ON M5G 1L7

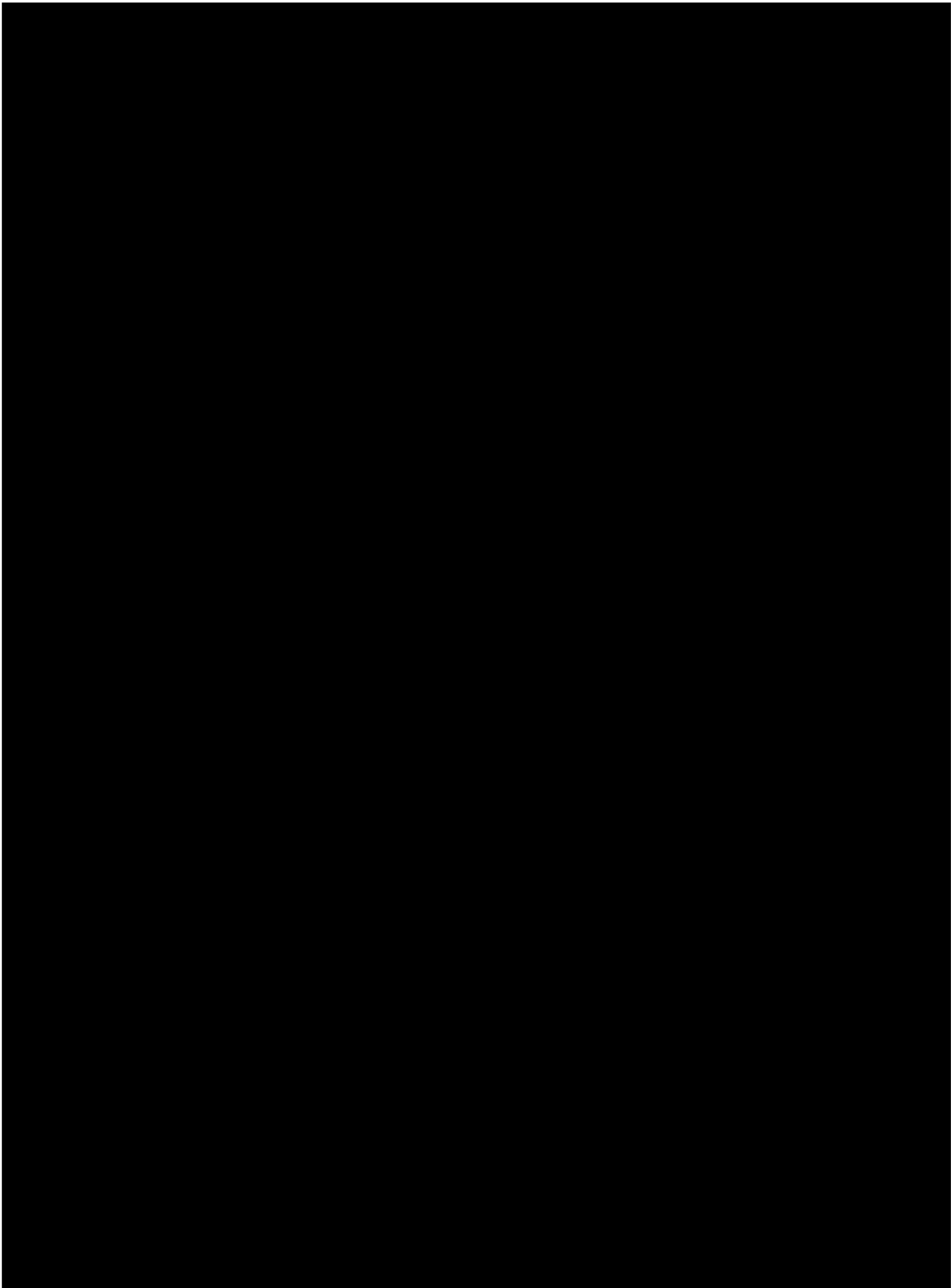
Tel: (416) 978-7833 Fax: (416) 978-5821 email: ip.officer@utoronto.ca

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**1. Title of Invention: Model and Algorithms for Optimization Group Decisions with Incomplete Preferences, and Intelligent Elicitation of Partial Preferences**







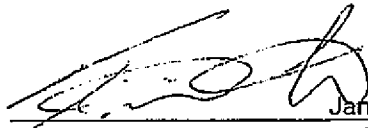
PATENT  
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7. Warranty:

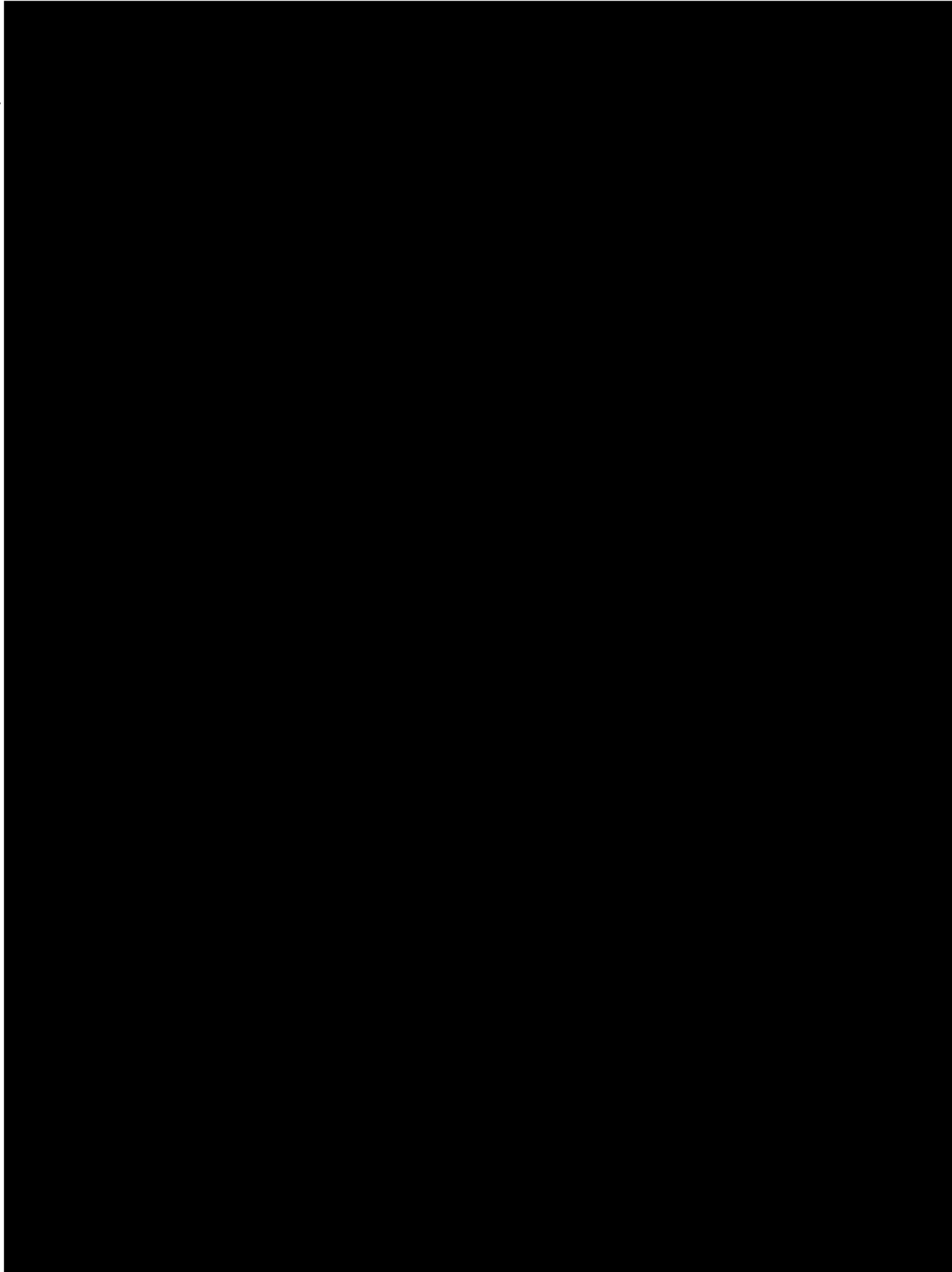
I/We, the Inventors listed in Section 2(a), have read, understood and agree to all of the preceding, and declare that all of the information provided in this disclosure is complete and correct. To the best of our knowledge, all persons who might legally make an ownership claim in this Invention are identified in Section 2(a) and 2(b).

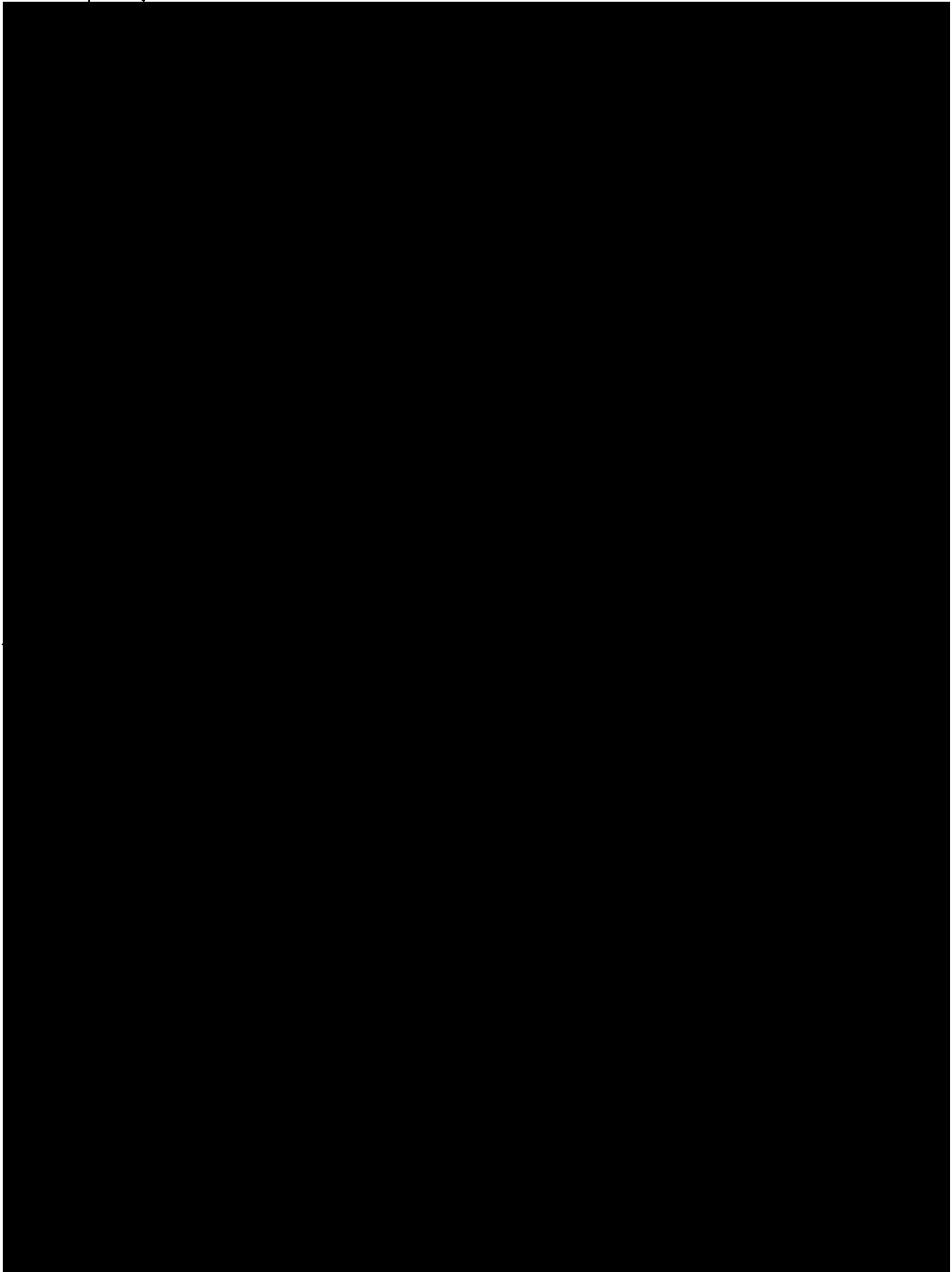
  
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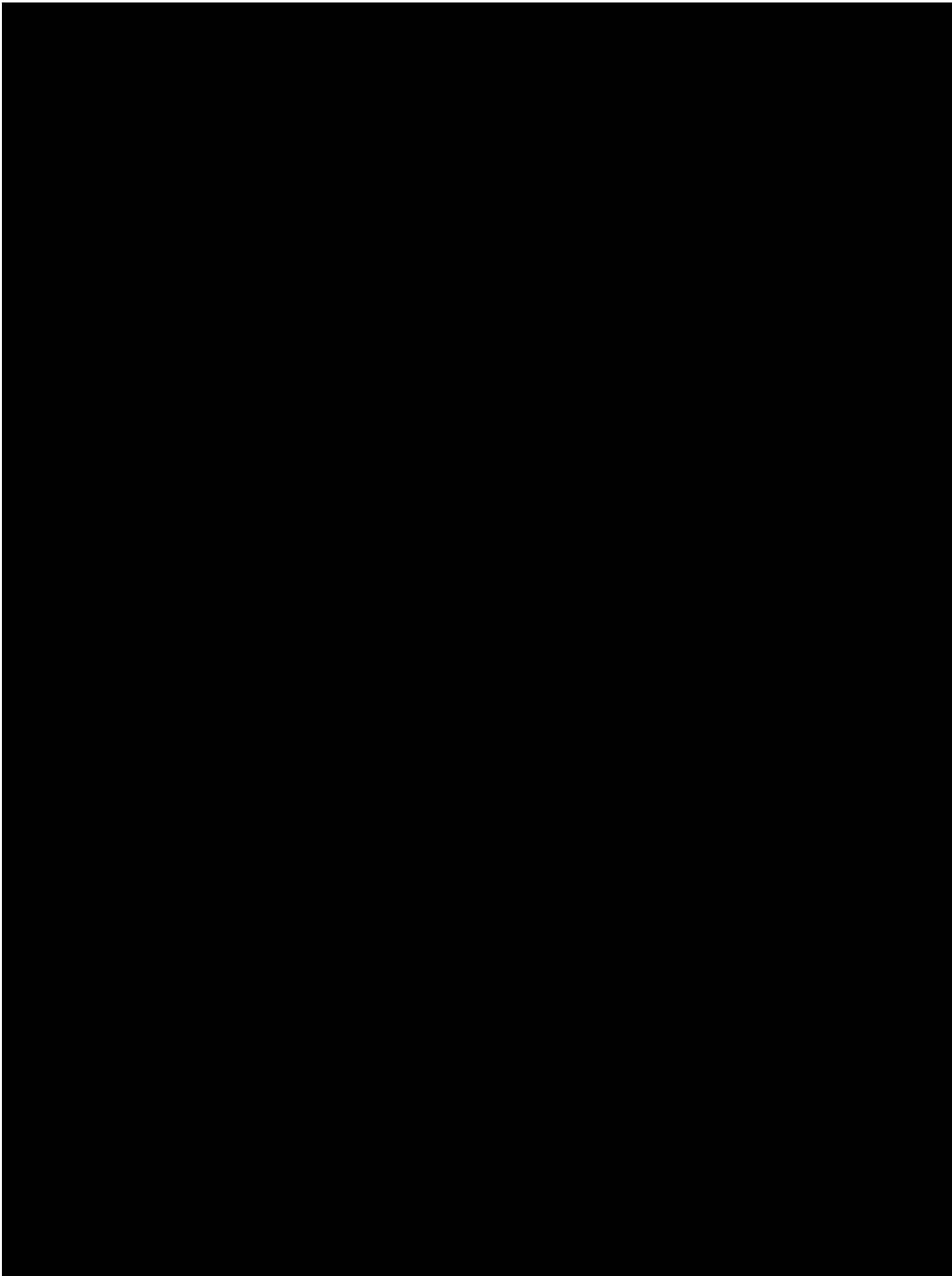
  
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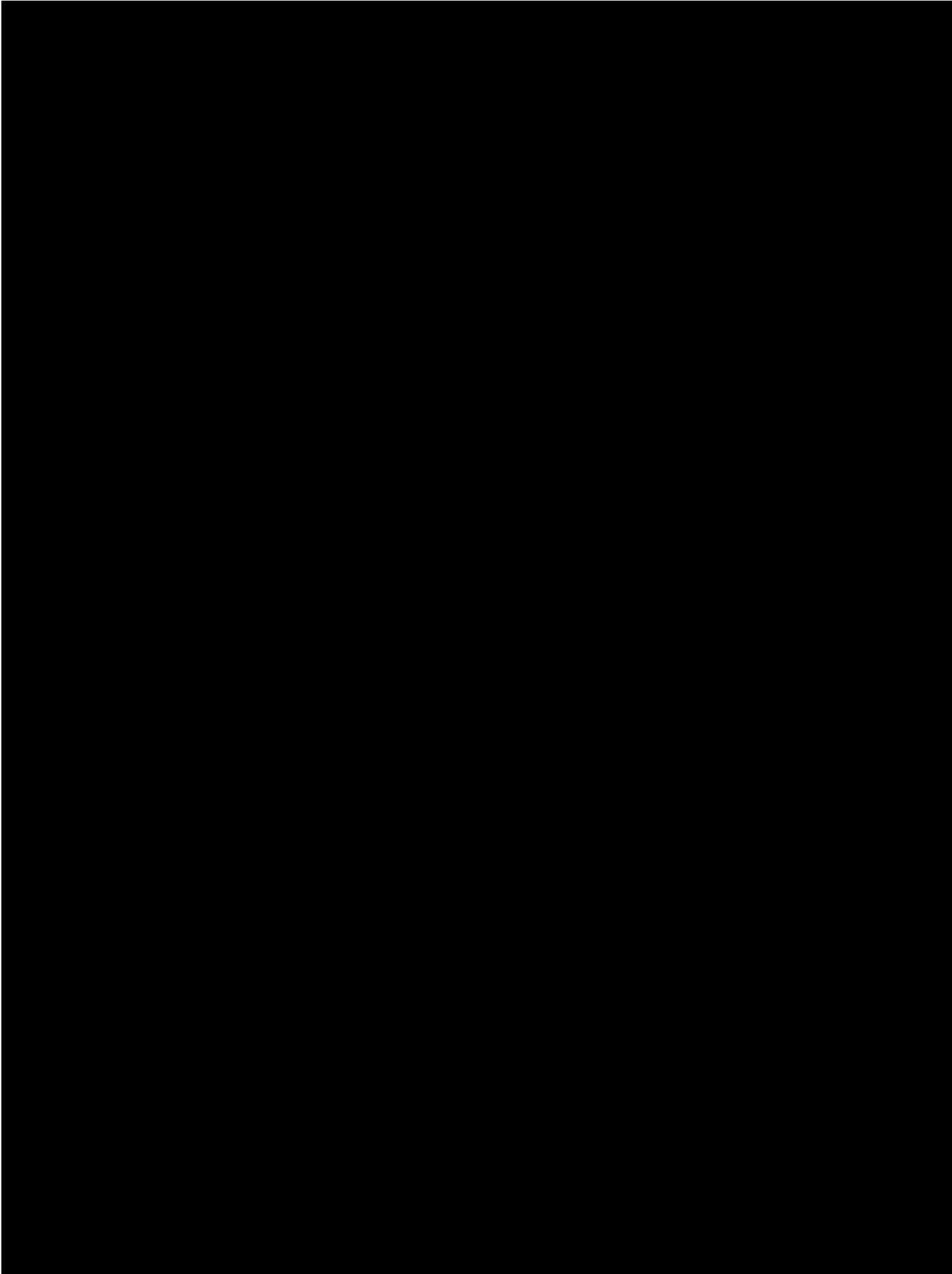
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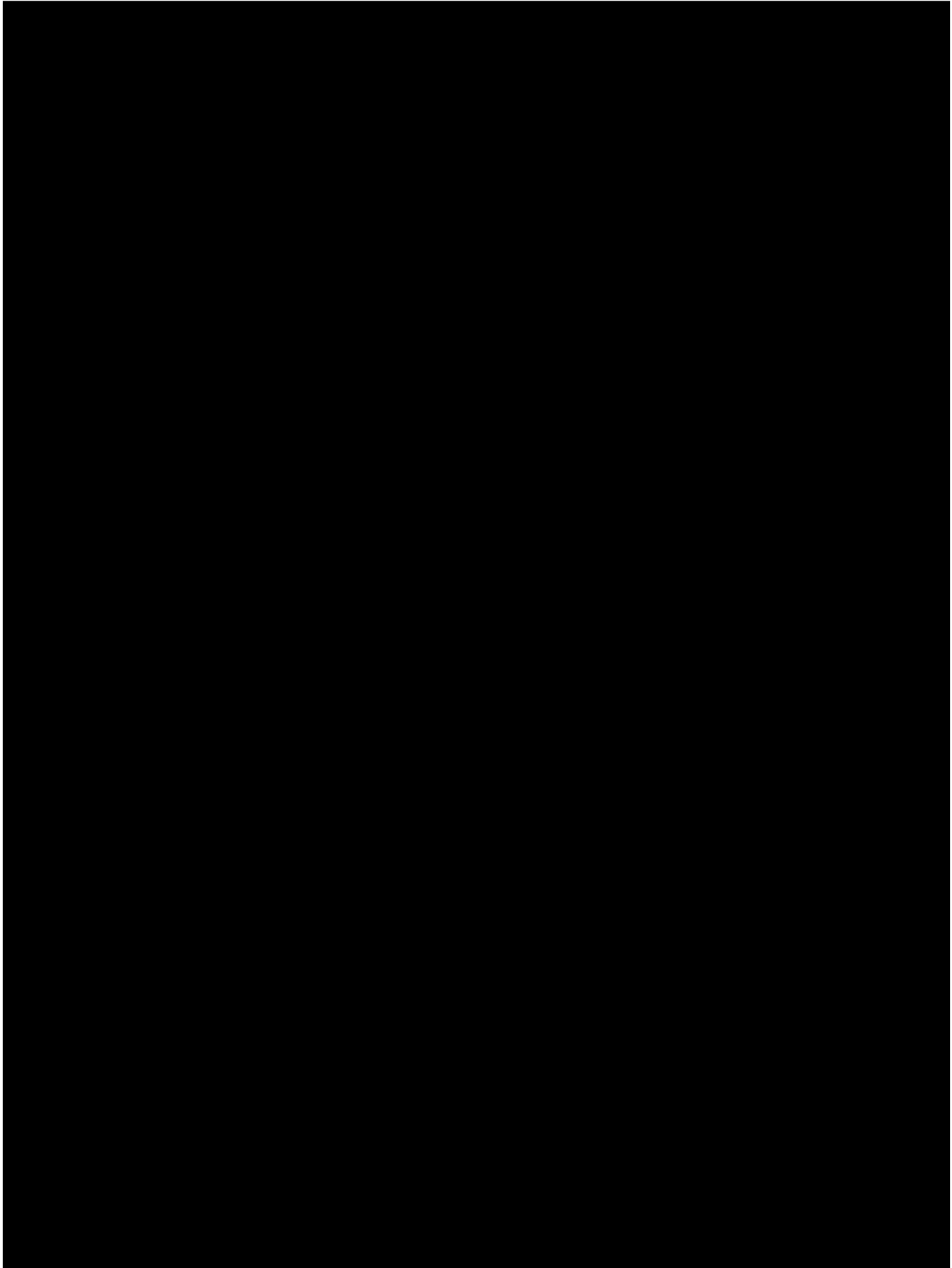
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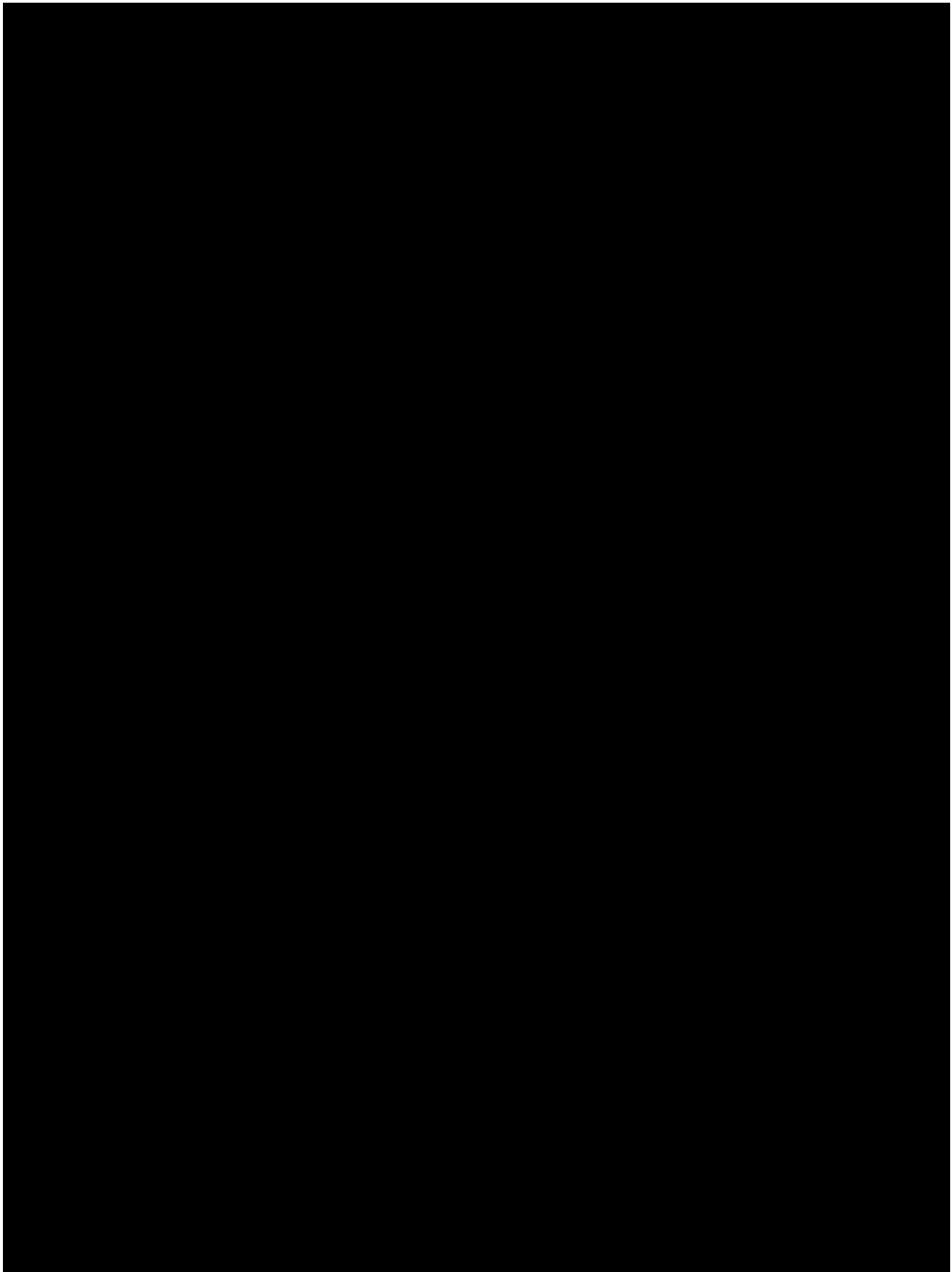




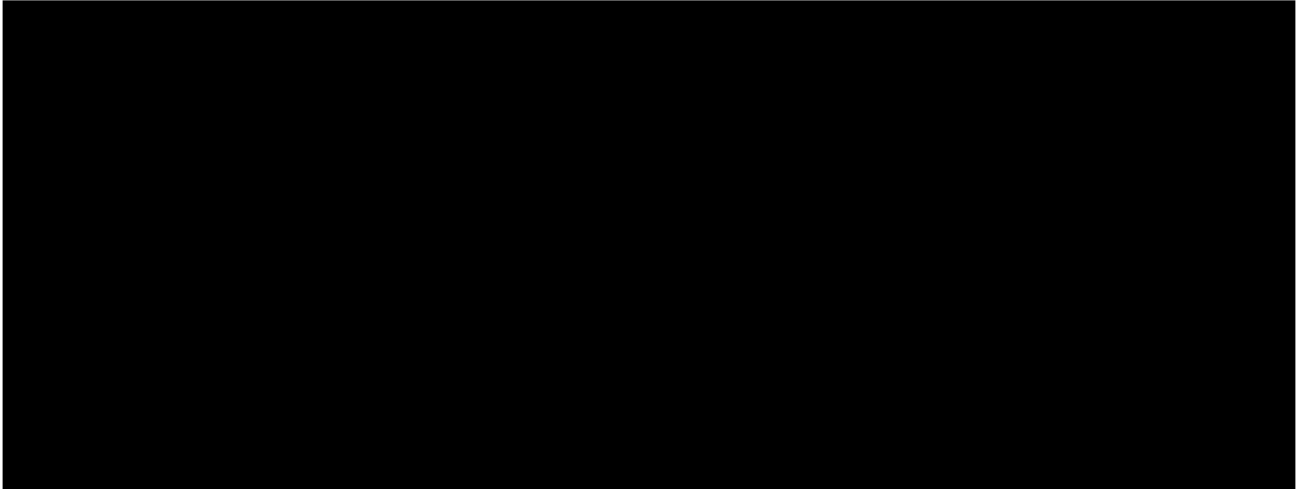








**APPENDIX 2**





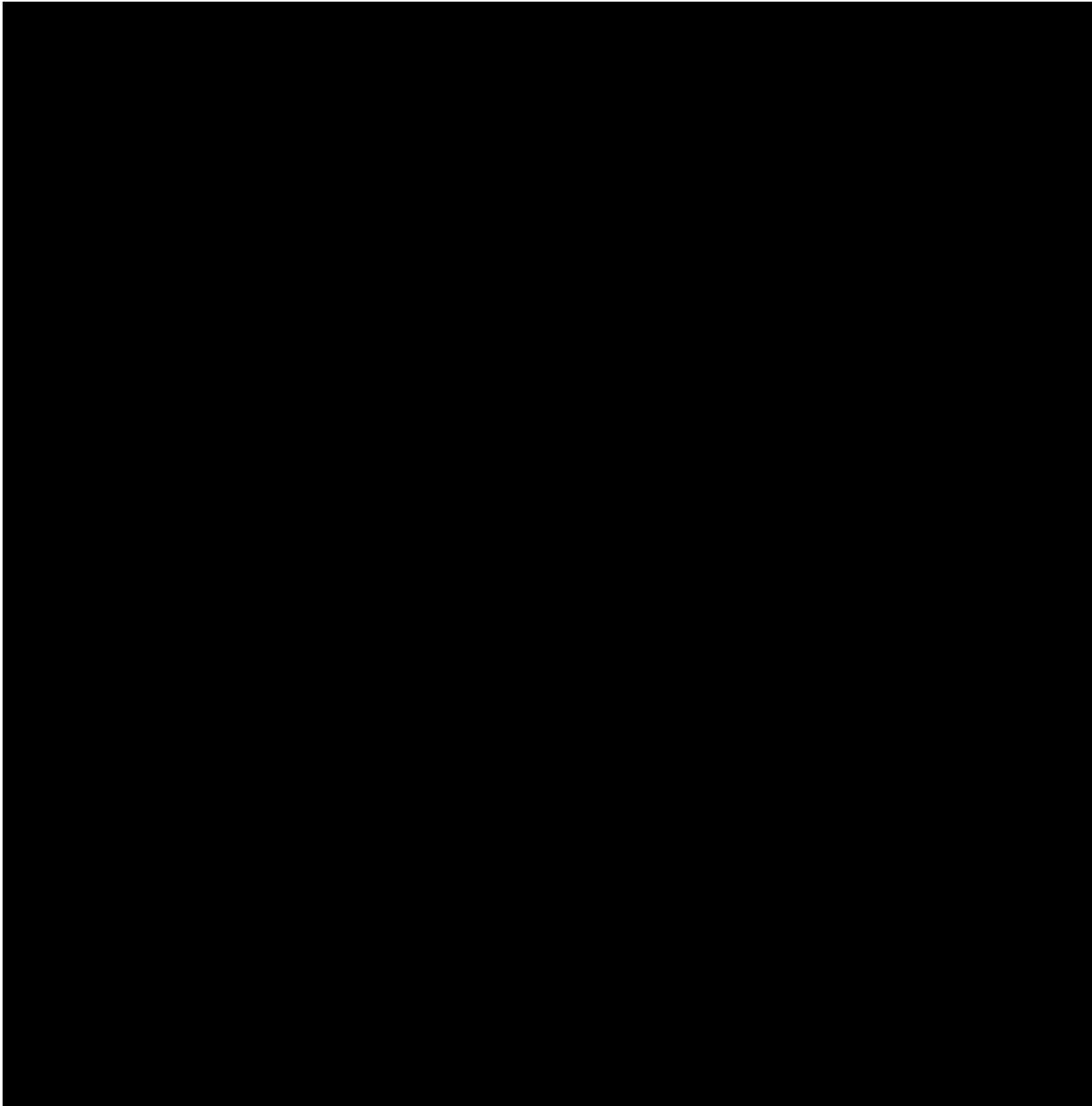


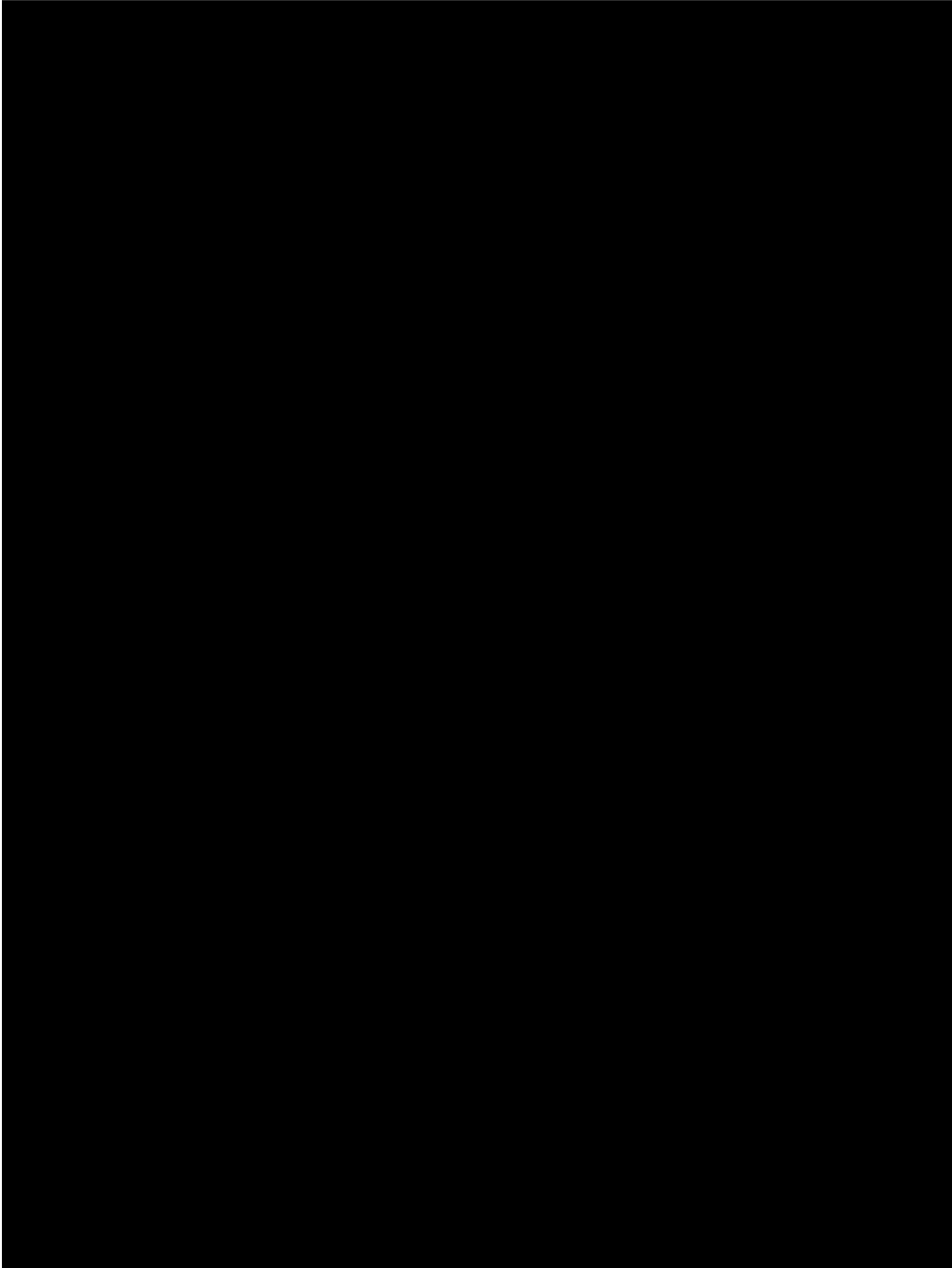
**UNIVERSITY OF TORONTO  
CONFIDENTIAL INTELLECTUAL PROPERTY DISCLOSURE**

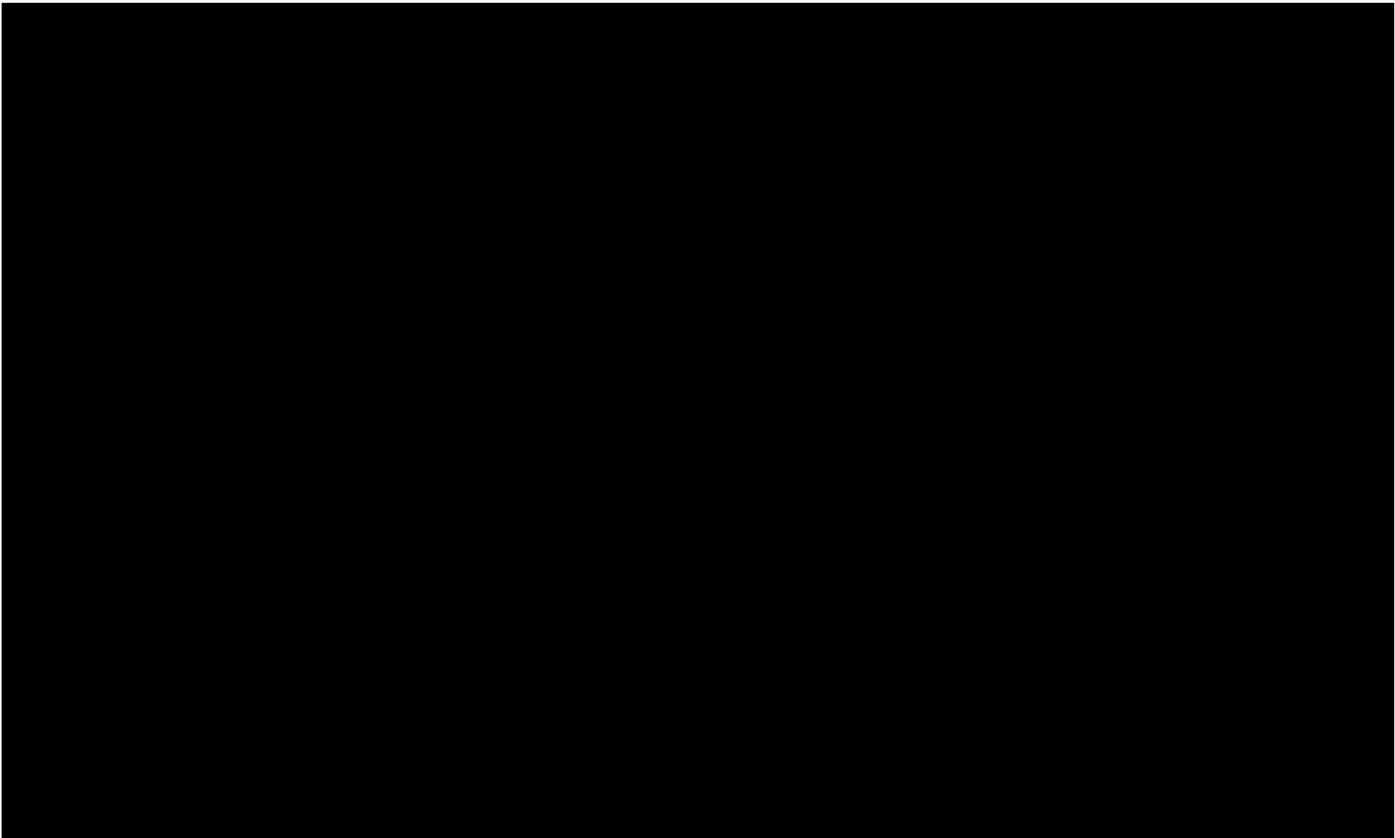
MaRS Centre Heritage Building, Suite 320  
101 College Street, Toronto, ON M5G 1L7  
Tel: (416) 978-7833 Fax: (416) 978-5821 email: ip.officer@utoronto.ca

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1. Title of Invention: Models and Algorithms for Consensus Decision Making under Budget Constraints

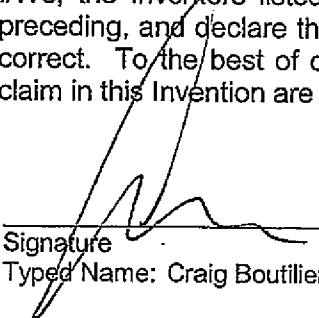







**7. Warranty:**

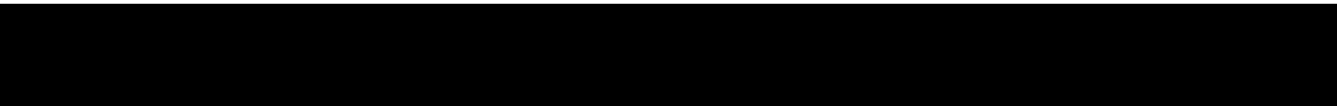
I/We, the Inventors listed in Section 2(a), have read, understood and agree to all of the preceding, and declare that all of the information provided in this disclosure is complete and correct. To the best of our knowledge, all persons who might legally make an ownership claim in this Invention are identified in Section 2(a) and 2(b).

  
\_\_\_\_\_  
Signature Date July 5, 2010  
Typed Name: Craig Bouillier

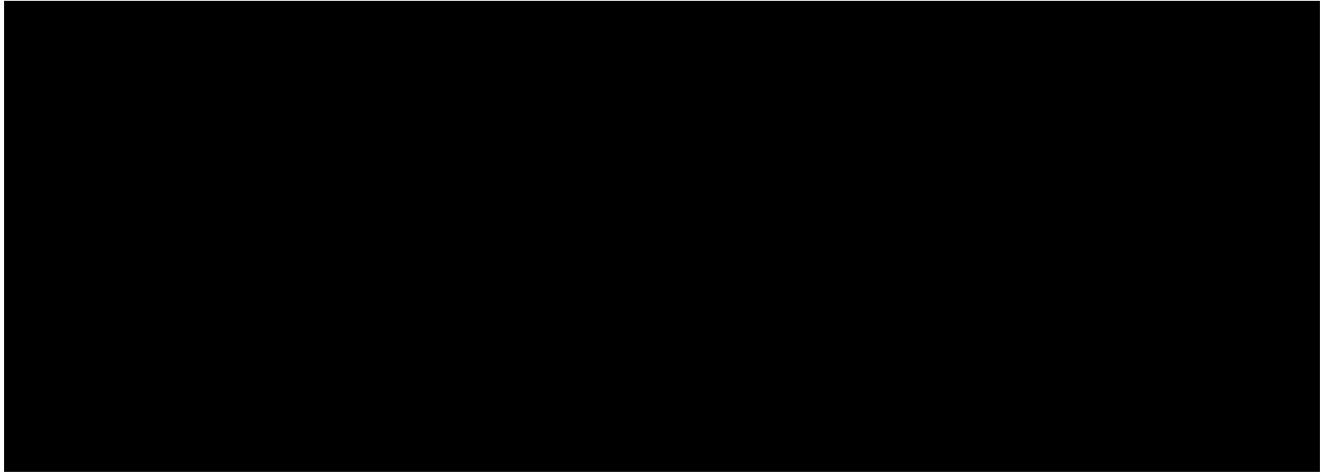
  
\_\_\_\_\_  
Signature Date July 5, 2010  
Typed Name: Tyler Lu

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Signature Date  
Typed Name:

\_\_\_\_\_  
Signature Date  
Typed Name:



**APPENDIX 2**



**CONFIDENTIAL**

**SCHEDULE B**

**ASSIGNMENT OF RIGHTS FROM THE INVENTORS  
TO THE UNIVERSITY**

**PATENT  
REEL: 032471 FRAME: 0779**



**ASSIGNMENT TO THE UNIVERSITY  
AND REVENUE SHARING AGREEMENT**

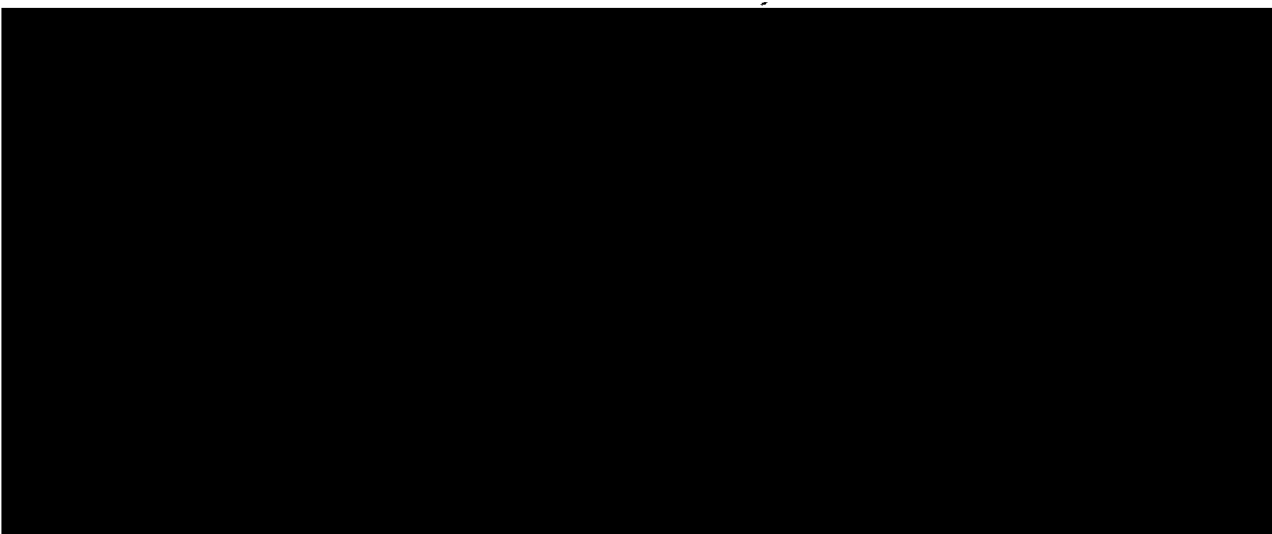
This assignment and revenue sharing agreement (the “**Agreement**”) is between Craig Boutilier, Tyler Lu, their respective heirs, executors, administrators and assigns (collectively, the “**Inventor**”) and The Governing Council of the University of Toronto, its successors and assigns (collectively, the “**University**”).

**WHEREAS**, the Inventor has created certain intellectual property entitled “Algorithms for Learning Preference Distributions from Choice Data” as more particularly described in the disclosure form attached as Appendix 1 (the “**Invention**”) and the Inventor holds certain rights in the Invention under the University’s *Inventions Policy* (the “**Policy**”, including any successor policy thereto);

**AND WHEREAS**, to facilitate the commercialization of the Invention, the Inventor wishes to assign the Invention to the University;

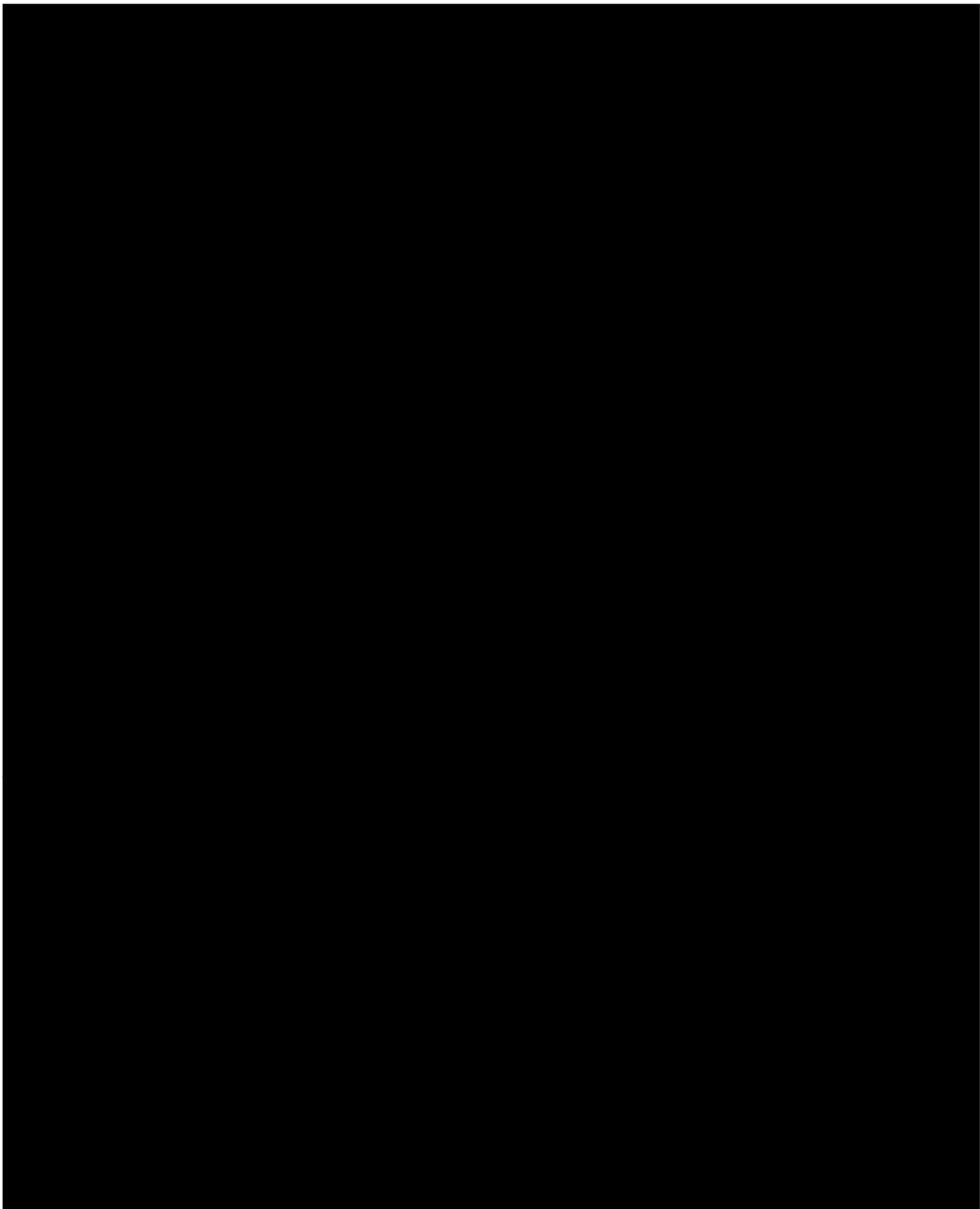


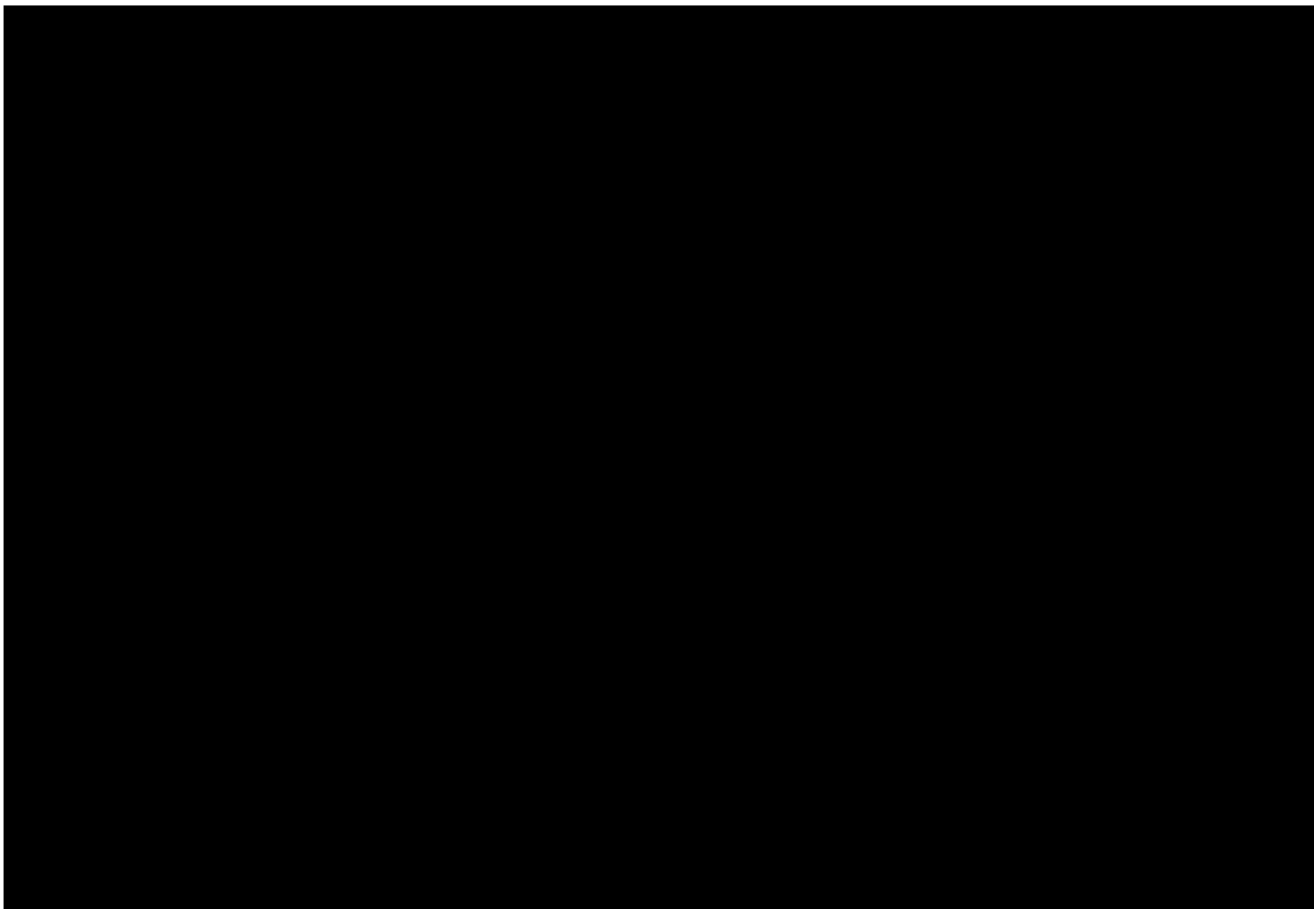
**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:



2. **Assignment.** The Inventor hereby assigns to the University 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 Inventor now has or may in the future have in the Invention, including, without limitation, the right to apply for patents in Canada, the United States of America and any other

country, the right to receive any letters patent that may be issued from any such applications and the right to sell, license or assign the Invention or the rights thereto.





Executed at Toronto, Ontario this 12<sup>th</sup> day of May, 2011 (the "Effective Date")

**Witness**

*Kurt Sami*  
*Kurt Sami*

**Inventor,**

*[Signature]*  
Craig Bouillier

*[Signature]*  
Tyler Lu

**The Governing Council of the  
University of Toronto**

*[Signature]*  
Peter Lewis, PhD  
Associate Vice President, Research

*[Signature]* 1/s  
Louis R. Charpenier  
Secretary





**ASSIGNMENT TO THE UNIVERSITY  
AND REVENUE SHARING AGREEMENT**

This assignment and revenue sharing agreement (the "Agreement") is between Craig Boutilier, Tyler Lu, their respective heirs, executors, administrators and assigns (collectively, the "Inventor") and The Governing Council of the University of Toronto, its successors and assigns (collectively, the "University").

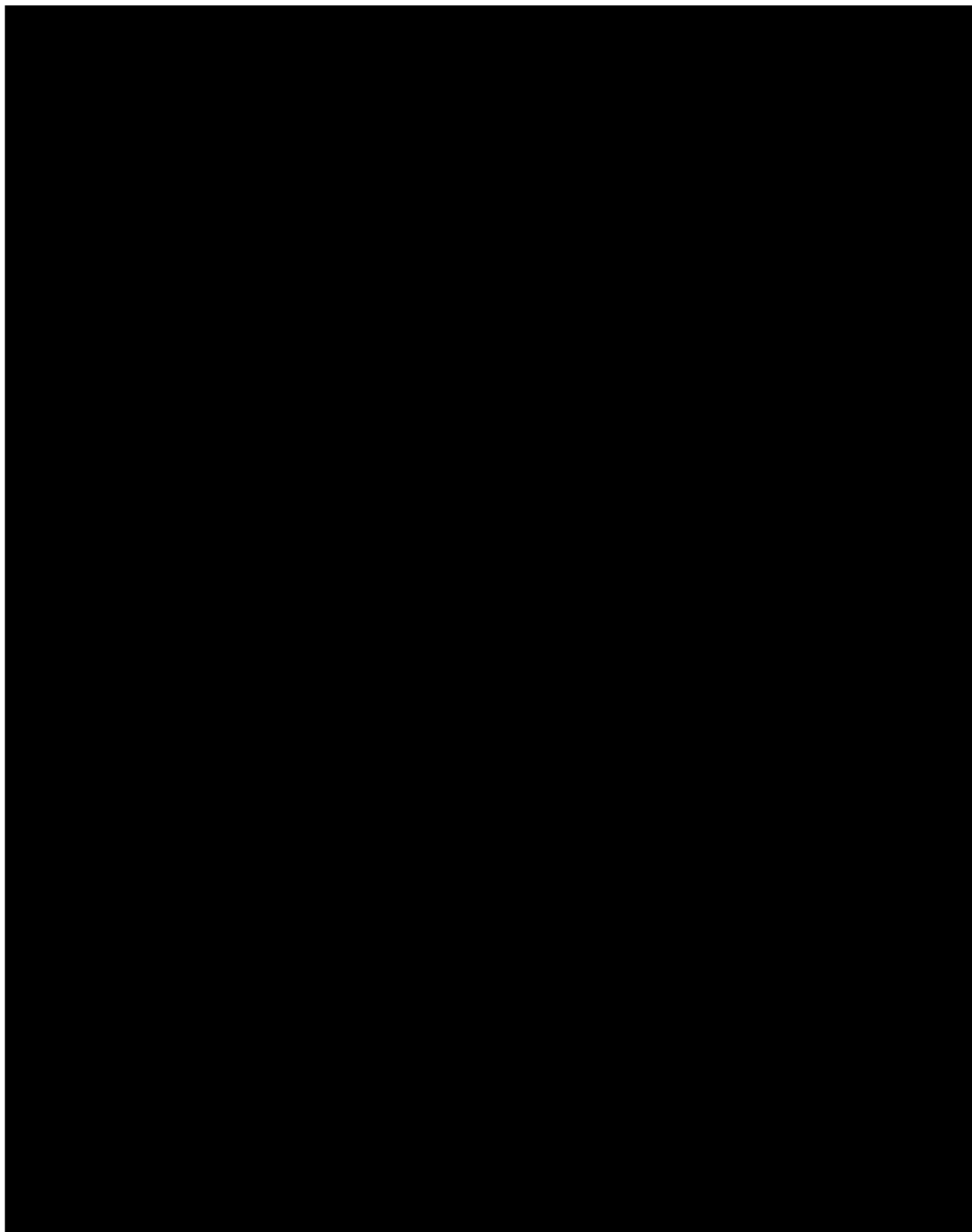
**WHEREAS**, the Inventor has created certain intellectual property entitled "Model and Algorithms for Consensus Decision Making in the Presence of Option Uncertainty" as more particularly described in the disclosure form attached as Appendix 1 (the "Invention") and the Inventor holds certain rights in the Invention under the University's *Inventions Policy* (the "Policy", including any successor policy thereto);

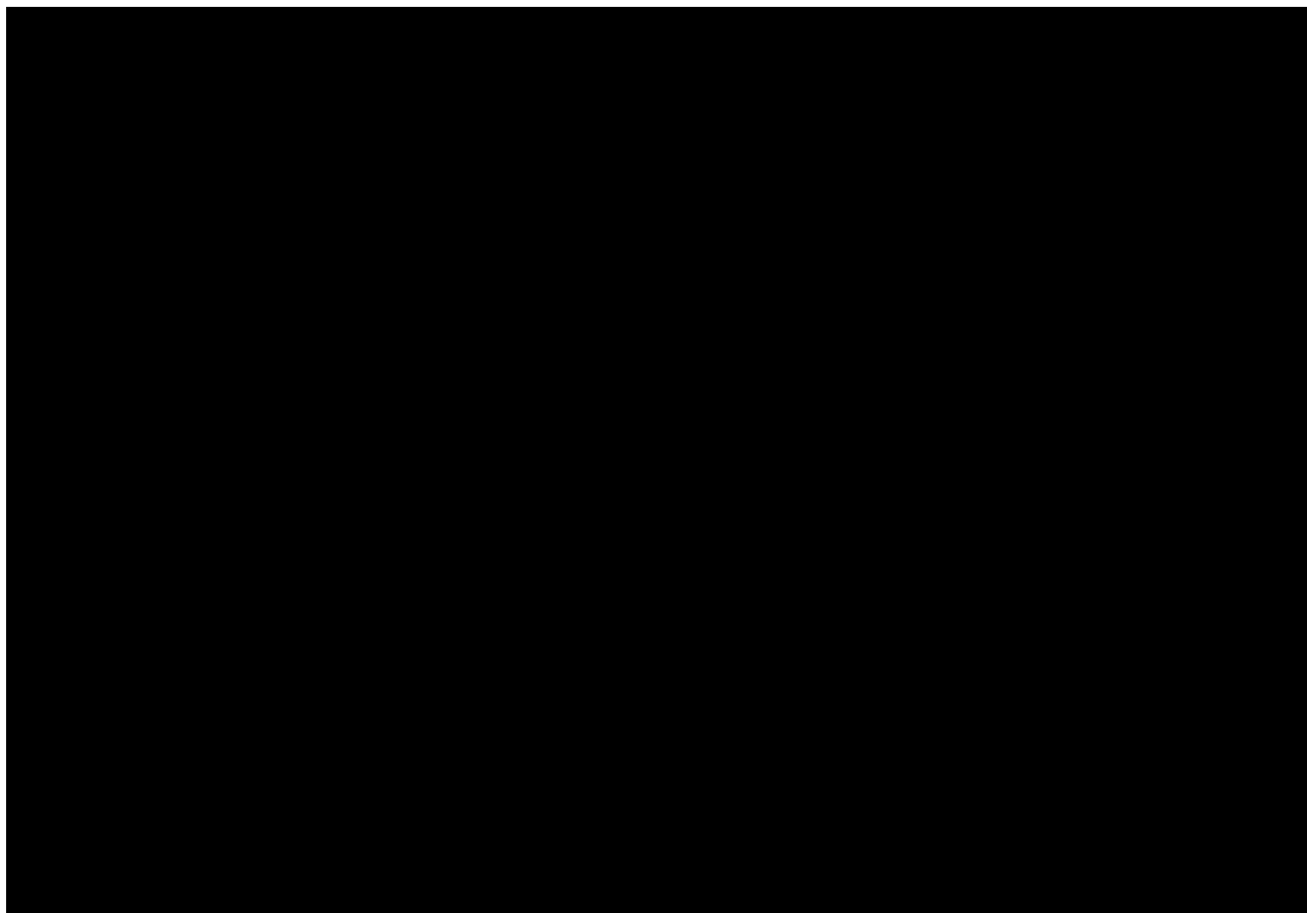
**AND WHEREAS**, to facilitate the commercialization of the Invention, the Inventor wishes to assign the Invention to the University;

**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:

- Assignment.** The Inventor hereby assigns to the University 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 Inventor now has or may in the future have in the Invention, including, without limitation, the right to apply for patents in Canada, the United States of America and any other

country, the right to receive any letters patent that may be issued from any such applications and the right to sell, license or assign the Invention or the rights thereto.





Executed at Toronto, Ontario this 24<sup>th</sup> day of May, 2011. (the "Effective Date")

**Witness**

[Signature]  
[Signature]

**Inventor**

[Signature]  
Craig Boutinier

[Signature]  
Tyler Lu

**The Governing Council of the  
University of Toronto**

[Signature]  
Peter Lewis, PhD  
Associate Vice President, Research

[Signature] 1/s  
Louis R. Charpentier  
Secretary



**ASSIGNMENT TO THE UNIVERSITY  
AND REVENUE SHARING AGREEMENT**

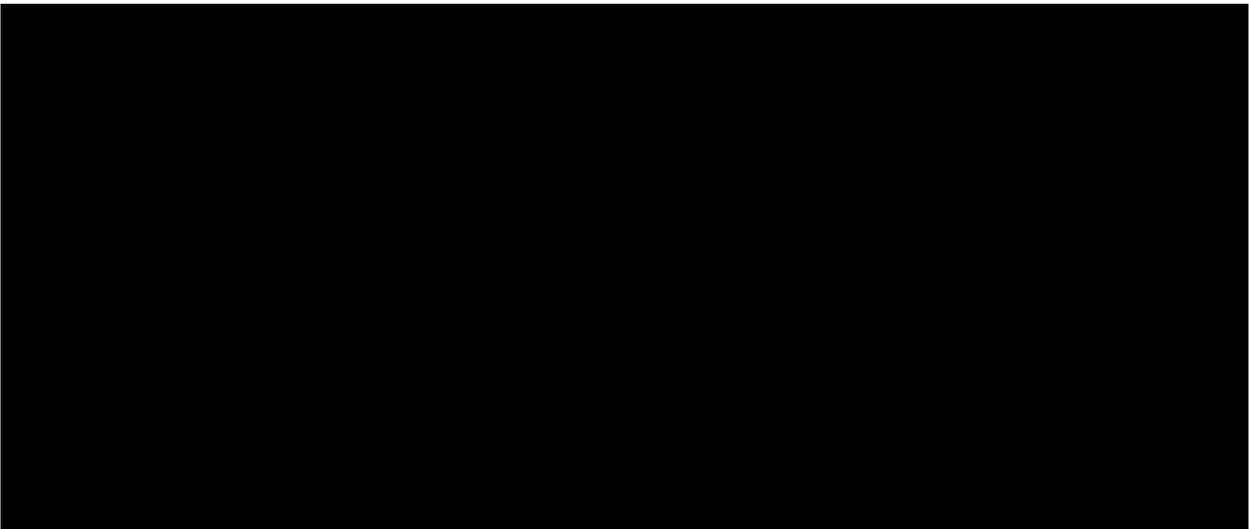
This assignment and revenue sharing agreement (the "Agreement") is between Craig Boutilier, Tyler Lu, their respective heirs, executors, administrators and assigns (collectively, the "Inventor") and The Governing Council of the University of Toronto, its successors and assigns (collectively, the "University").

**WHEREAS**, the Inventor has created certain intellectual property entitled "Model and Algorithms for Optimization Group Decisions with Incomplete Preferences, and Intelligent Elicitation of Partial Preferences" as more particularly described in the disclosure form attached as Appendix 1 (the "Invention") and the Inventor holds certain rights in the Invention under the University's *Inventions Policy* (the "Policy", including any successor policy thereto);

**AND WHEREAS**, to facilitate the commercialization of the Invention, the Inventor wishes to assign the Invention to the University;

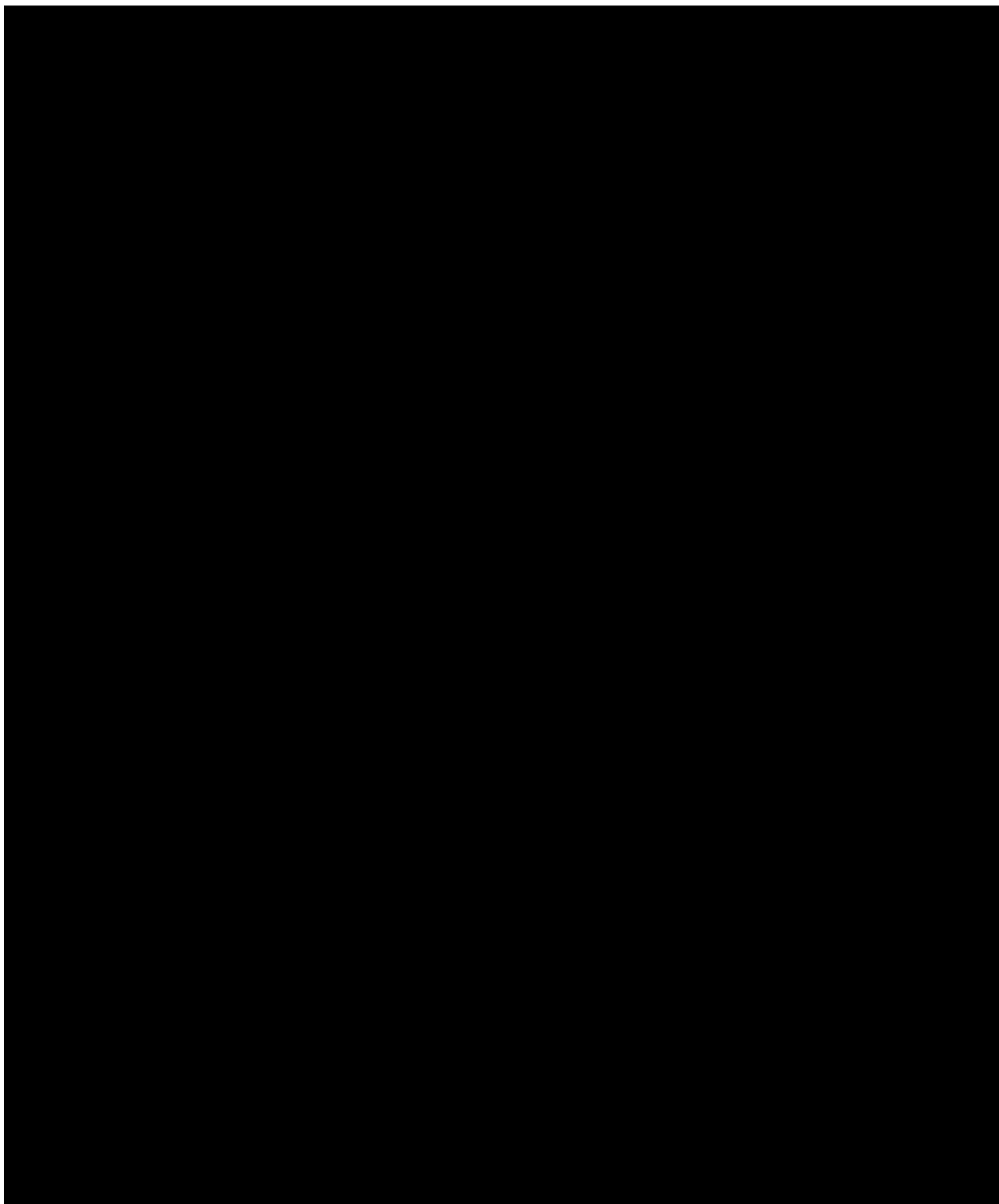


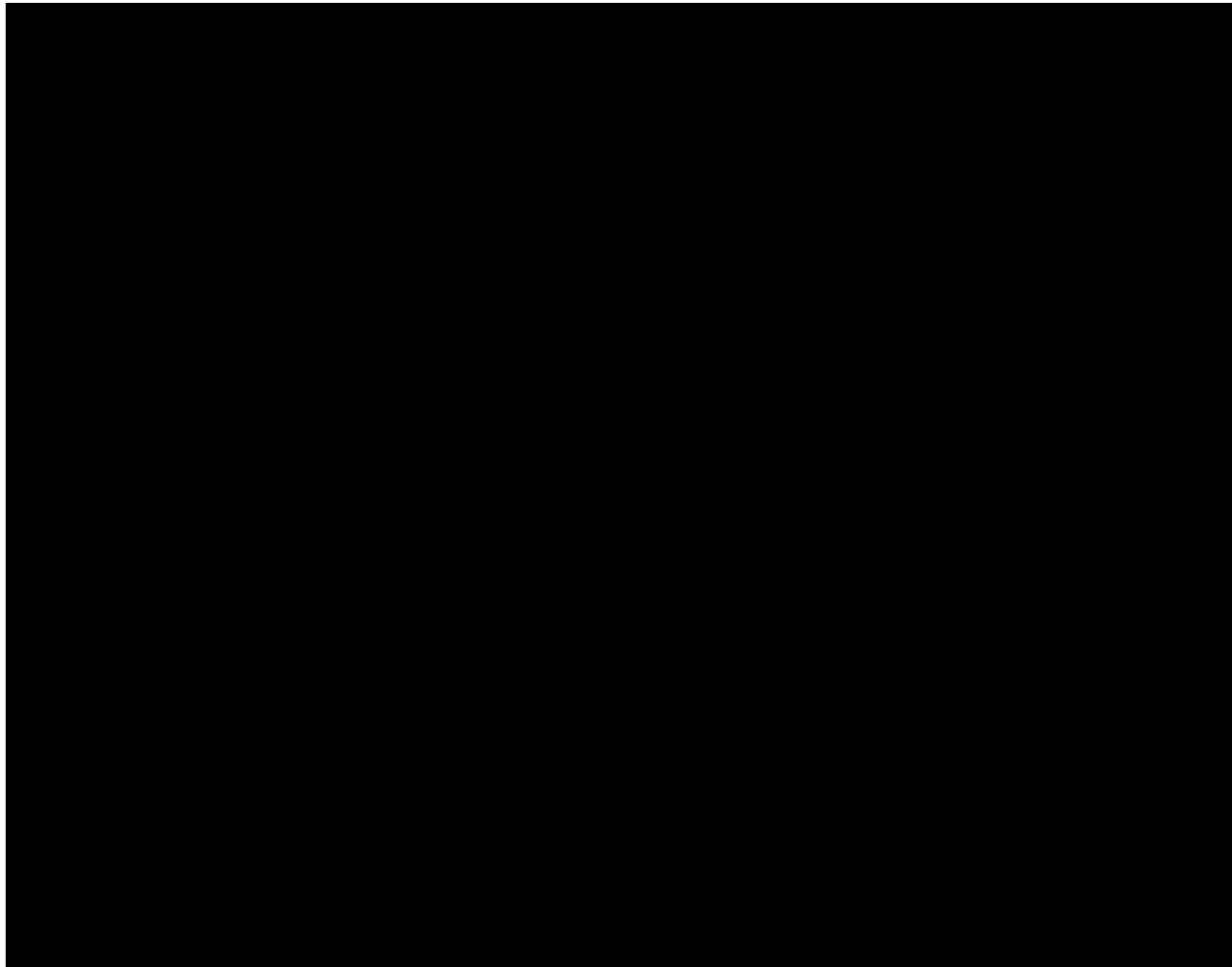
**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:



2. **Assignment.** The Inventor hereby assigns to the University 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 Inventor now has or may in the future have in the Invention, including, without limitation, the right to apply for patents in Canada, the United States of America and any other

country, the right to receive any letters patent that may be issued from any such applications and the right to sell, license or assign the Invention or the rights thereto.





Executed at Toronto, Ontario this 12<sup>th</sup> day of May, 2011 (the "Effective Date")

**Witness**

Kurt Jassi  
Kurt Jassi

**Inventor**

Craig Boutlier

Tyler Lu

**The Governing Council of the  
University of Toronto**

Peter Lewis, PhD  
Associate Vice President, Research

Louis R. Charpentier  
Secretary



**ASSIGNMENT TO THE UNIVERSITY  
AND REVENUE SHARING AGREEMENT**

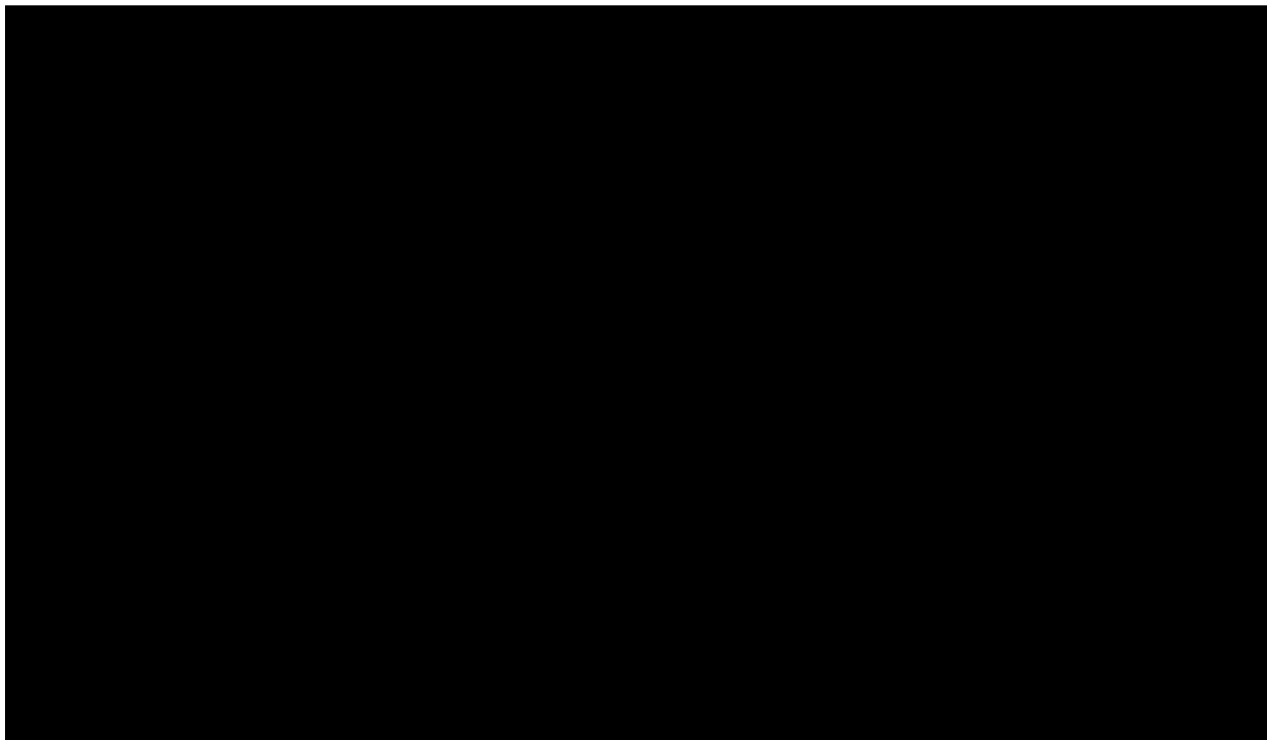
This assignment and revenue sharing agreement (the “**Agreement**”) is between Craig Boutilier, Tyler Lu, their respective heirs, executors, administrators and assigns (collectively, the “**Inventor**”) and The Governing Council of the University of Toronto, its successors and assigns (collectively, the “**University**”).

**WHEREAS**, the Inventor has created certain intellectual property entitled “Models and Algorithms for Consensus Decision Making under Budget Constraints” as more particularly described in the disclosure form attached as Appendix 1 (the “**Invention**”) and the Inventor holds certain rights in the Invention under the University’s *Inventions Policy* (the “**Policy**”, including any successor policy thereto);

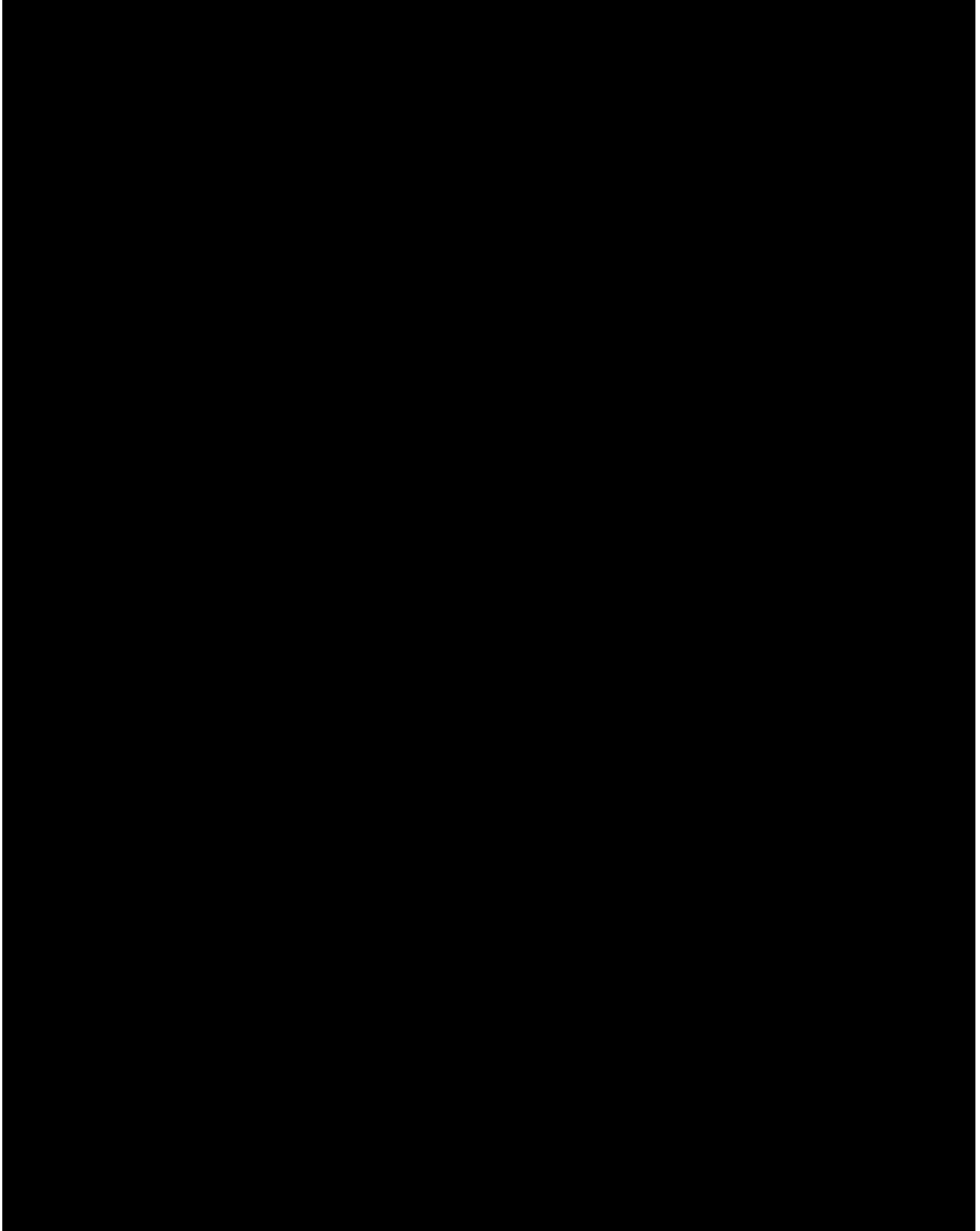
**AND WHEREAS**, to facilitate the commercialization of the Invention, the Inventor wishes to assign the Invention to the University;



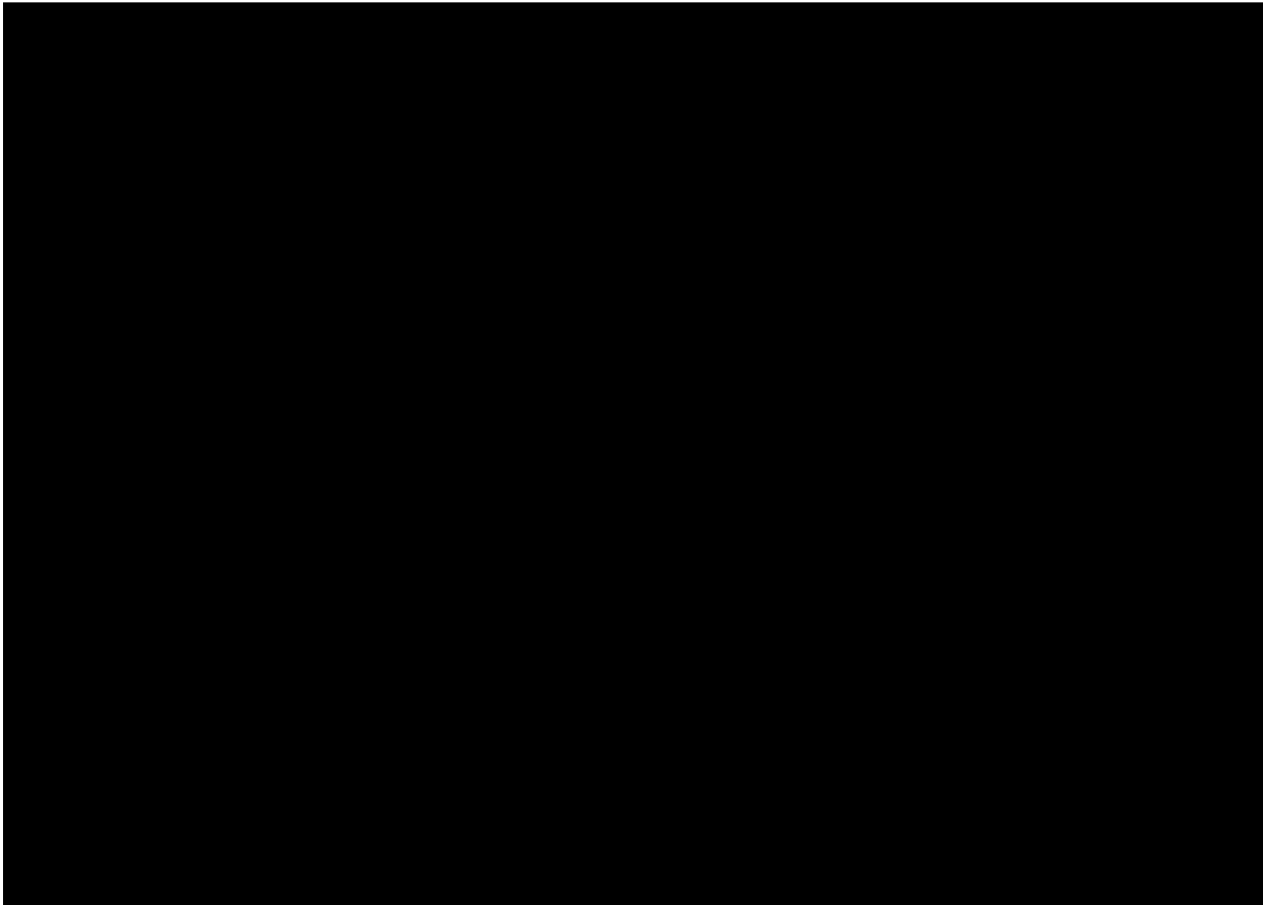
**NOW THEREFORE** this Agreement witnesses that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:



country, the right to receive any letters patent that may be issued from any such applications and the right to sell, license or assign the Invention or the rights thereto.







Executed at Toronto, Ontario this 24<sup>th</sup> day of May, 2011 (the "Effective Date")

**Witness**

Karl Sami

Karl Sami

**Inventor**

Craig Boutilier

Tyler Lu

**The Governing Council of the  
University of Toronto**

Peter Lewis

Peter Lewis, PhD  
Associate Vice President, Research

Louis R. Charpentier /s/  
Louis R. Charpentier  
Secretary

**SCHEDULE C**

**PATENTS**

Patents and/or Patent Applications: 3 US patent applications, 2 PCT applications

Country: US

Title: "System and Methods for Algorithms for Learning Mallows Models with Choice Data"

Application No.: 61/450,286

Patent No.:

Filing Date: March 4<sup>th</sup>, 2011

Issue Date:

Country: US

Title: "Method and System for Robust Social Choices and Vote Elicitation"

Application No.: 61/449,272

Patent No.:

Filing Date: March 8<sup>th</sup>, 2011

Issue Date:

Country: US

Title: "System and method for automatic segmentation and matching customers faced with multiple volume-based discounts"

Application No.: 61/533,479

Patent No.:

Filing Date: September 20<sup>th</sup>, 2011

Issue Date:

Country: PCT

Title: "System and method for identifying and ranking user preferences"

Application No.: PCT/CA2012/000229

Patent No.:

Filing Date: March 8<sup>th</sup>, 2011

Issue Date

Country: PCT

Title: "Method and system for robust social choices and vote elicitation"

Application No.: PCT/CA2012/000226

Patent No.:

Filing Date: March 8<sup>th</sup>, 2012

Issue Date

SCHEDULE D

HARDWARE, SOFTWARE AND KNOW-HOW

