

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2877320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALEKSANDAR PRODIC	02/13/2014
MAHMOUD SHOUSHA	02/13/2014
RECEIVING PARTY DATA	
Name:	THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
Street Address:	THE BANTING INSTITUTE
Internal Address:	100 COLLEGE STREET - SUITE 413
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5G 1L5
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61867956
Application Number:	61693644
Application Number:	14003536
PCT Number:	US1356917
CORRESPONDENCE DATA	
Fax Number:	(970)468-5432
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	docket-oppedahl@oppedahl.com
Correspondent Name:	OPPEDAHL PATENT LAW FIRM LLC
Address Line 1:	P O BOX 5940
Address Line 4:	DILLON, COLORADO 80435
ATTORNEY DOCKET NUMBER:	SNDN.P020
NAME OF SUBMITTER:	CARL OPPEDAHL
SIGNATURE:	/s/
DATE SIGNED:	05/30/2014
Total Attachments: 5	
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ASSIGNMENT TO THE UNIVERSITY FROM INVENTOR AND REVENUE SHARING AGREEMENT

This assignment and revenue sharing agreement (the "Agreement") is between Aleksandar Prodic, Mahmoud Shousha, 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 "Assisting Converter Based Power Management System for Hybrid and Electric Vehicles" (Disclosure No. 10002623) as more particularly described in the disclosure form attached as Appendix 1 (the "Invention");

AND WHEREAS, the University and the Inventor jointly own the Invention under the University's *Inventions Policy* (the "Policy", including any successor policy thereto);

AND WHEREAS, rights are being granted to the research sponsor, Sendyne Corporation, as a condition of the Agreement between the Governing Council of the University of Toronto and Sendyne Corporation dated July 15, 2011;

AND WHEREAS, in order to offer all rights to the sponsor, the Inventor wishes to assign its interest in the Invention to the University;

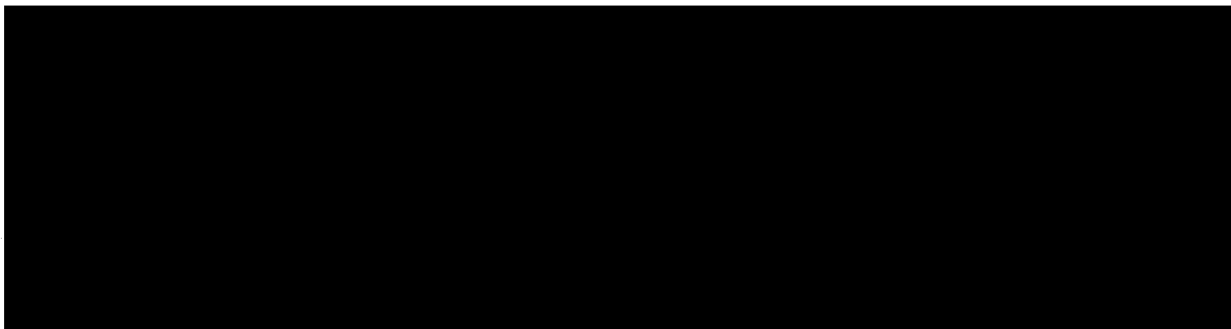
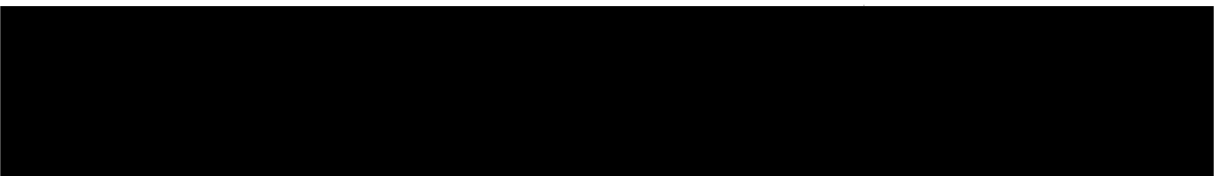
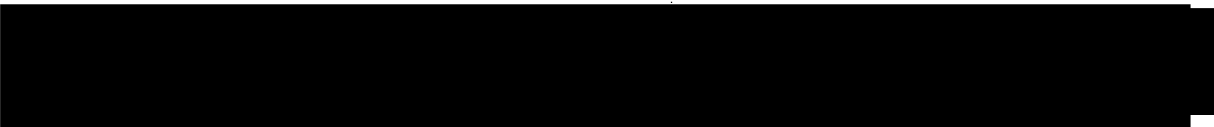
NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:

1. **Definitions.** In addition to any terms defined above, in this Agreement:

- (a) "Commercialization Costs" means the legal and other fees incurred directly in the process of establishing and maintaining the legal protection of rights in the Invention;
- (b) "Management Fee" means a fee for services provided by the University in connection with its commercialization of the Invention; and,

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.

3. **Disclosure.** The Inventor shall make full and complete disclosure of the Invention to the University, and shall make available to the University any physical embodiments of the Invention and other data that will be or that may be useful to the University in exercising its rights in the Invention.
 4. **Assistance.** The Inventor shall execute, acknowledge and deliver all such further assurances and do all such acts as may be necessary to carry out the intent and purpose of this Agreement, including without limitation, to execute powers of attorney and other documents required to maintain intellectual property protection of the Invention, and shall review and provide comments with respect to such intellectual property protection as and when requested by the University.
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8. **Term and Termination.** This Agreement enters into force as of the Effective Date and shall continue until terminated in accordance with this section. Unless otherwise agreed in writing by the parties:

- (a) the University may terminate this Agreement by providing ninety (90) days written notice to the Inventor; or,
- (b) if the University has not made reasonable efforts to enter into an agreement with a third party to commercialize the Invention within two (2) years of the Effective Date, the Inventor may request the termination of this Agreement and reassignment of the Invention to the Inventor by providing ninety (90) days written notice to the University;

In either case, the parties shall execute an assignment of the University's rights in the Invention to the inventor on terms to be negotiated by the parties in good faith.


9. **Indemnity.** The University shall indemnify and save the Inventor 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 Inventor in connection therewith, except to the extent caused by the breach of any obligations of the Inventor herein or of any representations or warranties given by the Inventor in the disclosure form attached as Appendix 1.
10. **Acknowledgement and Release.** The Inventor acknowledges that, because of the speculative nature of the undertaking to commercialize the Invention, the University cannot guarantee that the results will meet the objectives sought. The University may enter into an Agency Agreement in its sole discretion and, if so, shall provide a copy of the Agency Agreement to the Inventor. Save and except for the right to enforce the terms contained in this Agreement, the Inventor releases the University from any and all claims that the Inventor may now have or may in future have in respect of the Invention. Any disputes arising under this Agreement shall be resolved by the parties in accordance with the dispute resolution procedures set out in the Policy.
11. **Counterparts.** This Agreement may be executed by signatures delivered by facsimile transmission or delivered electronically in optically scanned form; and/or it may be simultaneously executed by the Inventors in multiple counterparts, each of which will be considered to be an original instrument, and all of which taken together, where each Inventor has executed at least one counterpart, will constitute one and the same instrument.

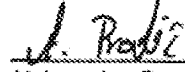
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Executed at Toronto, Ontario this 13 day of February, 2014 (the "Effective Date")

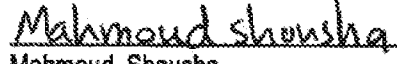
Witness

Inventor

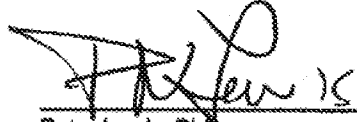

Justin Blackman


Aleksandar Prodic


Justin Blackman


Mahmoud Shousha

The Governing Council of the
University of Toronto


Peter Lewis, PhD
Associate Vice President, Research

SCHEDULE "C"

INTELLECTUAL PROPERTY RIGHTS

Patents and/or Patent Applications:

Country: United States

Title: ASSISTING CONVERTER BASED POWER MANAGEMENT SYSTEM

Application No.: U.S. Provisional Patent Application No. 61/867,956

Filing Date: August 20, 2013

Country: United States

Title: MULTIFUNCTION BATTERY CHARGE MANAGEMENT SYSTEM

Application No.: U.S. Provisional Patent Application No. 61/693,644

Filing Date: August 27, 2013

Country: International

Title: ASSISTING CONVERTER

Application No.: International Application No. PCT/US2013/056917

Filing Date: April 19, 2013