

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2888646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TANDEMLAUNCH TECHNOLOGIES INC.	03/21/2014
RECEIVING PARTY DATA	
Name:	MIRAMETRIX INC.
Street Address:	245 VICTORIA AVE.
Internal Address:	SUITE 200
City:	WESTMOUNT
State/Country:	CANADA
Postal Code:	H3Y 2M6
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	61216456
Application Number:	61373974
Application Number:	13764397
Application Number:	61802881
Application Number:	61413964
Application Number:	13870888
CORRESPONDENCE DATA	
Fax Number:	(416)863-2653
<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>	
Phone:	416-863-2400
Email:	epatent@blakes.com
Correspondent Name:	BLAKE, CASSELS & GRAYDON LLP - B. SLANEY
Address Line 1:	199 BAY STREET
Address Line 2:	SUITE 4000, COMMERCE COURT WEST
Address Line 4:	TORONTO, CANADA M5L 1A9
ATTORNEY DOCKET NUMBER:	201929/00023
NAME OF SUBMITTER:	JUDITH MARTIN
SIGNATURE:	/Judith Martin/
DATE SIGNED:	06/06/2014

PATENT

Total Attachments: 4

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TECHNOLOGY ASSIGNMENT AGREEMENT

BETWEEN:

TANDEMLAUNCH TECHNOLOGIES INC., a corporation incorporated under the laws of Canada with a registered office at 245 Victoria Ave Suite 200, Westmount, Quebec, H3Y 2M6 Canada. ("TandemLaunch")

AND:

MIRAMETRIX INC., a corporation incorporated under the laws of Canada with a registered office at 245 Victoria Ave Suite 200, Westmount, Quebec, H3Y 2M6 Canada. (the "Assignee")

WHEREAS:

WHEREAS, on October 10, 2013, TandemLaunch and the Company signed a Confirmatory Assignment Agreement for the confirmation of the assignment to the Company of the Intellectual Property Rights of TandemLaunch in the Improvements (the "Assignment Agreement")

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Technology**" means the Patents, copyrights (including any applications for these), other intellectual property rights (including any applications for these), and all knowledge, know-how, documentation and/or technique or techniques invented, developed and/or acquired, prior to Start Date whether patentable or not, relating to and including the technology described in Schedule "A" as amended from time to time, including, without limitation all related research, data, test results, specifications, instructions, manuals, papers or other related materials of any nature at all, whether written or otherwise, (the "**Technology**").
- (b) "**Source Code**" is the source code version of the Technology;
- (c) "**Patents**" are all patents as listed in Schedule "A" as amended from time to time, including without limitation, any in-process patent applications, any related patent applications, issued patents, divisionals, continuations, Continuation-In-Part, reissues, re-examinations, extensions, term restorations, renewals, and any foreign counterparts applied for or issued therefrom, anywhere in the world.
- (d) "**Start Date**" is March 14, 2014.

2.0 Assignment of the Technology:

2.1 Subject to the terms and conditions of this Agreement, TandemLaunch agrees to transfer, sell and assign on the Start Date to the Assignee all of TandemLaunch's rights, title and interest in and to the Technology.

2.2 Assignee acknowledges receipt of originals or copies of all Technology and other items which embody or otherwise relate to the Technology, including the Source Code.

2.3 TandemLaunch and the Assignee agree that they shall, respectively at all times hereafter, execute and deliver, at the reasonable request of the other party hereto (and upon reimbursement by such other party of all reasonable out-of-pocket costs), all such further documents and instruments and shall do and perform all such reasonable acts as may be necessary to give full effect to the intent and meaning of this Agreement.

3.0 General:

3.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec

3.2 Nothing contained in this Agreement is to be deemed or construed to create between the parties a partnership or joint venture. No party has the authority to act on behalf of any other party, or to commit any other party in any manner at all or cause any other party's name to be used in any way not specifically authorized by this Agreement.

3.3 Subject to the limitations in this Agreement, this Agreement operates for the benefit of and is binding on the parties and their respective successors and permitted assigns.

3.4 No condoning, excusing or overlooking by any party of any default, breach or non-observance by any other party at any time or times regarding any terms of this Agreement operates as a waiver of that party's rights under this Agreement. A waiver of any term, or right under, this Agreement will be in writing signed by the party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver.

3.5 No exercise of a specific right or remedy by any party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

3.6 All terms which require performance by the parties after the expiry or termination of this Agreement, will remain in force despite this Agreement's expiry or termination for any reason.


3.7 Part or all of any Article that is indefinite, invalid, illegal or otherwise voidable or unenforceable may be severed and the balance of this Agreement will continue in full force and effect.

3.8 This Agreement, the Assignment Agreement jointly set out the entire understanding between the parties and no changes are binding unless signed in writing by the parties to this Agreement.

3.9 Time is of the essence of this Agreement.

SIGNED BY THE PARTIES AS AN AGREEMENT on the 21st day of March, 2014 but effective as of the Start Date.

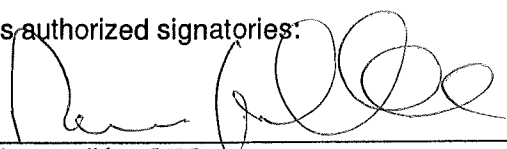
SIGNED FOR AND ON BEHALF of
TANDEMLAUNCH TECHNOLOGIES INC.
by its authorized signatories:



Helge Seetzen, President

SIGNED FOR AND ON BEHALF of
MIRAMETRIX INC.

by its authorized signatories:



Denis Lavallée, CEO

SCHEDULE "A"

Intellectual Property Portfolio

Patent Family	Inventor(s)	Description	Patent #
MMX-02	C. Hennessey and J. Fiset	Method and System for Media Display Interaction Based on Eye Gaze Tracking	United States: Provisional: 61/413,964 (filed 11/15/2010) PCT: PCT/CA2011/001213 (filed 11/4/2011)
MMX-03	C. Hennessey	Method for Automatic Mapping of Eye Tracker Data to Hypermedia Content	United States: Provisional: 61/216,456 (filed 5/19/2009) PCT: PCT/CA2010/00761 (filed 01/12/2011)
MMX-04	C. Hennessey	System and Method for Analyzing Three Dimensional (3D) Media Content	United States: Provisional: 61/373,974 (filed 8/16/2010) PCT: PCT/CA2011/000923 (filed 08/16/2011)
MMX-05	C. Hennessey, J. Fiset, N. Sullivan	System and Method for Calibrating Eye Gaze Data	United States: Provisional: 61/552,292 (filed 10/27/2011) PCT: PCT/CA2012/0507761 (filed 10/25/2012)
MMX-06	C. Hennessey, J. Fiset, S. St-Hilaire	System and Method for Using Eye Gaze Information to Enhance Interactions	United States: Provisional: 61/531,940 (filed 9/07/2011) PCT: PCT/CA2012/050613 (filed 9/05/2012)
MMX-07	N. Sullivan	System and Method for Tracking Eye Gaze Using On-Axis Only	United States: Provisional: US61/802,881 (filed 3/18/2013) Convert PCT by March 18, 2014.