

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCIREQ SCIENTIFIC RESPIRATORY EQUIPMENT INC.	04/28/2014
RECEIVING PARTY DATA	
Name:	THORASYS THORACIC MEDICAL SYSTEMS INC.
Street Address:	6600 SAINT-URBAIN, SUITE 300
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H2S 3G8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8449474
CORRESPONDENCE DATA	
Fax Number:	(514)845-7874
<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:	5149876242
Email:	desaulniers@robic.com
Correspondent Name:	ROBIC
Address Line 1:	1001 SQUARE-VICTORIA, BLOC E - 8TH FLOOR
Address Line 4:	MONTREAL, CANADA H2Z 2B7
ATTORNEY DOCKET NUMBER:	016781-0002
NAME OF SUBMITTER:	MELANIE DESAULNIERS
SIGNATURE:	/Melanie Desaulniers/
DATE SIGNED:	07/21/2014
Total Attachments: 11	
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INTELLECTUAL PROPERTY ASSIGNMENT AND CO-OWNERSHIP AGREEMENT

This Intellectual Property Assignment and Co-Ownership Agreement ("IP Assignment") is made effective as of April 22, 2014, ("Effective Date") by and between:

BY AND BETWEEN

SCIREQ Scientific Respiratory Equipment Inc., a corporation validly existing under the laws of Canada, whose registered office is at 6600 Saint-Urbain, Suite 300, Montreal, Quebec, H2S 3G8

("SCIREQ")

AND

THORASYS Thoracic Medical Systems Inc., a corporation validly existing under the laws of Canada, whose registered office is at 6600 Saint-Urbain, Suite 300, Montreal, Quebec, H2S 3G8

("THORASYS")

SCIREQ and THORASYS collectively referred to as the "**Parties**" and, each individually referred to as a "**Party**".

PREAMBLE

WHEREAS the Parties wish to clearly establish between themselves each Party's rights and obligations with respect to certain intellectual property assets identified herein;

WHEREAS, prior to the Effective Date, SCIREQ managed and administered certain intellectual property assets exclusively used by and for the benefit of THORASYS;

WHEREAS, prior to the Effective Date, SCIREQ managed and administered certain intellectual property assets used by both Parties;

WHEREAS, on November 15th, 2013, SCIREQ assigned the THORASYS Patents to THORASYS (all capitalized terms in this preamble are hereinafter defined);

WHEREAS SCIREQ hereby wishes to assign to THORASYS all interest, rights and title to the THORASYS IP;

WHEREAS the Parties wish to be joint owners for the Joint IP;

WHEREAS the Parties wish to be bound by a mutually beneficial non-compete provision;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Definitions:

"**Intellectual Property**" means intellectual property rights, including but not limited to copyrights, moral rights, patents, database rights, trade marks, designs and design rights (registered and unregistered), utility models, supplementary protection certificates and all rights of a similar nature sought in any part of the world, and applications and the right to apply for registration of any intellectual property rights.

"Joint IP" means all Intellectual Property which are necessary for both SCIREQ and THORASYS and is identified as such in Schedule A. Joint IP is exclusively composed of copyright on source code, designs, schematics and PCB layouts and do not contain any trademarks or patents;

"SCIREQ Activities" means « *le domaine du développement, de la fabrication, de la commercialisation et de la vente d'équipements de laboratoire scientifiques visant la recherche pulmonaire in-vivo préclinique, et plus spécifiquement, d'une part, d'appareils conçus pour exposer les rongeurs et autres animaux de laboratoire à des tests d'inhalation d'air contenant des toxines atmosphériques, des allergènes, des particules, des composés pharmacologiques ainsi que des substances et, d'autre part, d'appareils conçus pour mesurer le fonctionnement pulmonaire d'animaux ayant subi ou non une exposition par inhalation aux dites substances* » [Extract from the *Offre d'achat d'action de équipement respiratoire scientifique SCIREQ Inc.* signed on February 27, 2014 between EMKA Technologies, 4306643 Canada Inc. and Thomas Florian Schuessler to which intervened Équipement respiratoire scientifique SCIREQ Inc.]

"SCIREQ IP" means all Intellectual Property which remains the property of SCIREQ, including but not limited to Intellectual Property identified in Schedule B;

"THORASYS Activities" means activities in the development, manufacture, commercialization and sale of medical equipment for the assessment of pulmonary function and respiratory diseases;

"THORASYS IP" means all Intellectual Property identified as such in Schedule C;

"THORASYS Patents" means the patents identified in Schedule D;

ASSIGNMENT

2. The Parties hereby agree, confirm and acknowledge that the THORASYS Patents were assigned by SCIREQ to THORASYS on November 15th, 2013.
3. SCIREQ hereby irrevocably, exclusively and forever sell, convey, transfer, deliver and assign unto THORASYS all of SCIREQ's right, title and interest in, to and under all THORASYS IP, whether registered or unregistered, together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all unregistered rights and goodwill (if any) arising from all use of the Intellectual Property before and after registration and any other benefit to be derived therefrom, and SCIREQ hereby waives any moral rights thereto.
4. SCIREQ hereby irrevocably, exclusively and forever sell, convey, transfer, deliver and assign unto THORASYS half of its property interests in and to all Joint IP, and SCIREQ hereby waives any moral rights thereto in favor of THORASYS. With respect to such Joint IP:
 - (a) each Party shall have the right to use the Joint IP for any and all commercial and non-commercial purposes as it sees fit without having any accountability to the other Party and without having to share any revenues generated therefrom;
 - (b) each Party shall have the right to transfer its property interest, to grant liens, mortgages or other encumbrances in relation to the Joint IP without having to obtain the consent of the other co-owner; and
 - (c) each Party shall have the right to improve and modify the Joint IP and all such improvement and modifications to Joint IP shall be the exclusive property of the Party

which made the improvements and the modifications, and there is no obligation for either Party to make such improvement or modification accessible to the other Party.

5. Nothing in this IP Assignment shall be interpreted or construed as granting to THORASYS any rights, express or implied, by estoppel or otherwise, to any SCIREQ IP. All such rights are expressly reserved by SCIREQ.
6. SCIREQ shall cooperate with THORASYS and shall take such actions and promptly execute and deliver to or cause to be executed and delivered any further documents, acts, assignments, transfers and the like, as THORASYS may reasonably request from time to time, in order to give full effect to the provisions of this IP Assignment, including in accordance with any procedures promulgated by a governmental authority (the "Registrars").
7. THORASYS shall be responsible for the transfer of the THORASYS Patents and THORASYS IP from SCIREQ to THORASYS and shall pay all fees and expenses incurred in transferring and registering the THORASYS Patents and THORASYS IP under its name, where such registration is necessary.

REPRESENTATIONS AND WARRANTIES

8. SCIREQ warrants and represents that it has full authority to enter into and perform this IP Assignment.
9. SCIREQ is not a party to, bound or affected by or subject to any contract, agreement, indenture, charter or organizational document, law, judgment or governmental or regulatory authorization or proceeding that would be violated, breached by, or under which default would occur or encumbrance would be created as a result of the execution and delivery of, or the performance of SCIREQ's obligations under, this IP Assignment. There has been no sale, assignment, subletting, licensing or granting of any rights in or other disposition of or in respect of any of the THORASYS IP or any granting of any right capable of becoming an agreement or option for the purchase, assignment, subletting, licensing or granting of any rights in or other disposition of any of the THORASYS IP other than pursuant to the provisions of this IP Assignment.

MUTUAL UNDERTAKINGS

10. Each Party undertakes not to dispute or to contest the validity, ownership or enforceability of the other Party's Intellectual Property directly or indirectly attempt to dilute the value of the goodwill attached to the Intellectual Property of the other Party, or counsel, procure or assist anyone to do any of the foregoing.
11. Each Party undertakes towards the other Party not to use or to file applications or requests for the registration of any trade-marks, trade-names, business names, domain names, or other materials, that are identical to or confusingly similar with the other Party or its Intellectual Property.
12. Each Party undertakes not to represent that it has any ownership interest in or title to the to the other Party's exclusive Intellectual Property.
13. Each Party ("**Indemnifying Party**") hereby indemnifies, defends and holds harmless the other Party ("**Indemnified Party**"), its limited and general partners and its directors, officers, employees and agents from and against any and all claims and liabilities arising as a result of the Indemnifying Party's use of its Intellectual Property or the Joint IP provided that: (i) Indemnified Party promptly notify the Indemnifying Party in writing of any claim or suit or material threat thereof brought against Indemnified Party in respect of which indemnification may be sought and,

to the extent allowed by law, shall reasonably cooperate with Indemnifying Party, at the latter's costs, in defending or settling any such claim or suit; and (ii) Indemnifying Party has sole control of the defense and all related settlement negotiations.

14. SCIREQ hereby agrees not to, directly or indirectly, for its own account or as a partner, member, advisor or agent of a partnership or joint venture, or as a trustee, shareholder, advisor, member, funder or agent of a corporation, a trust, a cooperative or a business entity or organization, own, manage, join, encourage, support or finance any business whose activities are the same as the THORASYS Activities or to participate, to be involved or to own an interest therein, or to give such business any financial assistance or advice. This commitment is for a period of five (5) years from the Effective Date and for the territory of the Americas and Europe.
15. THORASYS hereby agrees not to, directly or indirectly, for its own account or as a partner, member, advisor or agent of a partnership or joint venture, or as a trustee, shareholder, advisor, member, funder or agent of a corporation, a trust, a cooperative or a business entity or organization, own, manage, join, encourage, support or finance any business whose activities are the same as the SCIREQ Activities or to participate, to be involved or to own an interest therein, or to give such business any financial assistance or advice. This commitment is for a period of five (5) years from the Effective Date and for the territory of the Americas and Europe.

GENERAL

16. This IP Assignment can be assigned, in whole or in part to any party which acquires the Intellectual Property of a Party, without the prior written consent of the other.
17. This IP Assignment shall not constitute, create or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind. Neither party shall represent itself to be an agent or employee of the other.
18. This IP Assignment shall be construed and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and shall be treated in all respects as a Quebec contract.
19. Any notice, request, claim, demand, communication required by this agreement shall specifically reference this agreement, shall be in writing and may either be delivered in hand, by facsimile or by electronic mail during normal business hours with confirmation of receipt, by reputable courier service or be mailed with postage prepaid by certified or registered mail, return receipt requested, to the addresses set forth below or such other address for itself as any of the Parties may from time to time specify in writing to the other Party in accordance with this section. Notice shall be deemed to have been given, in the case of delivery by hand or by reputable courier service, upon receipt, in the case of delivery by certified or registered mail, five (5) business days after posting and in the case of facsimile or electronic mail, on confirmation of receipt where such confirmation was sent during normal business hours of the emitting Party. For the purposes of this section, a "working day" will be a day on which businesses are generally open for business in Canada but excluding Saturdays, Sundays and all bank and public (both regional and national) holidays.

Notice to SCIREQ:

SCIREQ Scientific Respiratory Equipment
Address: 6600 Saint-Urbain, Suite 300, Montreal, Quebec, H2S 3G8
Facsimile: (514) 286-1627
Attention: Mr. David Brunet
E-mail: david.brunet@scireq.com

Notice to THORASYS:

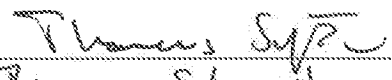
THORASYS Thoracic Medical Systems Inc.
Address: 6600 Saint-Urbain, Suite 300, Montreal, Quebec, H2S 3G8
Facsimile: (514) 384-8555
Attention: Thomas F. Schuessler
E-mail: Thomas.schuessler@thorasys.com

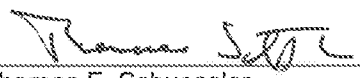
20. This IP Assignment may be executed in several counterparts and by facsimile transmission of an originally executed document, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.
21. The parties hereto have requested that this IP Assignment and all documents or notices relating hereto be drafted in the English language. *Les parties aux présentes ont exigé que la présente cession et tous les autres documents et avis qui y sont afférents soient rédigés en anglais.*
22. This IP Assignment shall inure and be binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation or statutory arrangement of any party) and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first mentioned.

**SCIREQ Scientific Respiratory Equipment
Inc.**

THORASYS Thoracic Medical Systems Inc.


By: Thomas Schuessler
Title: President


By: Thomas F. Schuessler
Title: President

SCHEDULE A – Joint IP

JOINT DESIGNS, SCHEMATICS & PCBs

- a) Circuit designs and PCB layouts for "NB-SBC" controller boards, part number BS-NB-SBC-V6 and any prior versions as well as any associated production processes, accessories and test jigs; and
- b) Circuit designs using MSP430 signal processors in combination with pressure transducers that are contained in both tremoFlo and flexiVent systems.

JOINT SOURCE CODE

- c) All source code contained both in the code base used to compile tremoFlo software version 1.0.17.23, or any earlier version of the tremoFlo software, and in the code base used to compile flexiWare software version 7.6.9379.1306, or any earlier version of flexiWare, or any predecessor thereof.
- d) All source code contained both in the code base used to compile tremoFlo firmware version 1.0.7.5, or any earlier version of the tremoFlo firmware, and in the code base used to compile either one of the following SCIREQ firmware programs:
 - i) flexiVent firmware version FX-EC-760-B1306,
 - ii) inExpose base unit firmware version EC-FLEXIWARE_600_B128,
 - iii) inExpose Cigarette Smoking Robot firmware version CSR_600_B36,
 - iv) Test Firmware version 1.0.6.20,or any earlier version thereof.
- e) All source code contained both in the code base used to compile tremoFlo "crispware" version 3.0 (handheld unit) or version 2.0 (cradle), or any earlier version thereof, and in the code base used to compile crispware for flexiVent or inExpose products, UnitWise transducers or other SCIREQ products up to the "first unified released" version.
- f) All source code contained both in the code base used to compile tremoFlo "solidware" version 3.2.4.15 or any earlier version of the tremoFlo solidware and in the code base used to compile solidware for flexiVent version 2.2.8.20 or solidware for inExpose version FV_SOLW_101B3, or any earlier version thereof.
- g) All source code contained in the code base used to compile the SciManager ERP system up to and including version 4.1.6.440, including all related database table structures, SQL scripts, stored procedures and triggers.
- h) All source code contained in the code base used to compile the BugManager/TimeManager system for bug tracking, project management and electronic time sheets, up to and including version 3.1.1.352, including all related database table structures, SQL scripts, stored procedures and triggers.

JOINT INFORMATION

- i) All names and contact information collected in a combined effort by SCIREQ and THORASYS and as contained in SCIREQ's SciManager database, including telephone and fax numbers,

email and postal addresses, organization, affiliation, person's names and position, but excluding all information about quotations issued and sales transactions between SCIREQ and its clients.

- j) All names and contact information collected in a combined effort by SCIREQ and THORASYS for pertinent suppliers and as contained in SCIREQ's SciManager database, including telephone and fax numbers, email and postal addresses, organization, affiliation, person's names and position, but excluding all information about requests for quotation and purchase transactions between SCIREQ and its suppliers.
- k) Any and all know-how, tricks of the trade and other expertise related to the measurement of pulmonary function by means of the Forced Oscillation Technique.

SCHEDULE B – SCIREQ IP

SCIREQ PATENTS

Title: SYSTEM AND METHOD FOR SIMULTANEOUS LUNG FUNCTION ASSESSMENT IN PARALLEL SUBJECTS
Inventor(s): SCHUESSLER, THOMAS FLORIAN & ROBICHAUD, ANETTE & UROVITCH, ILAN BENJAMIN
PCT No.: PCT/CA2010/001783
Priority: 61/257.641, 2009-11-03
Assignee: SCIREQ
Licensor: None

National Applications:

Country	Application & PCT #	Filing Date	Reg. Date & No.	Due Date(s)	Expiry
CANADA	2.779.311	2010-11-03		Annual fee 2014-11-03 Exam. request 2015-11-03	
CHINA	201080060259.5	2010-11-03			
USA	13/505.847	2010-11-03			

Title: RESPIRATORY NOSE-ONLY DEVICE AND SYSTEM FOR LABORATORY ANIMALS
Inventor(s): GUENETTE, JOSEE & VINCENT, RENAUD
PCT No.: PCT/CA2010/001783
Priority: 61/257.641, 2009-11-03
Assignee: Her Majesty the Queen in right of Canada
Licensor: SCIREQ – License agreement of November 15, 2010

National Applications:

Country	Application & PCT #	Filing Date	Reg. Date & No.	Due Date(s)	Expiry
CANADA	2,164,034	1995-11-29	CA2164034 C, 2003-04-29		
USA	08/563,945	1995-05-06	5,626,130, 1997-05-06		

[NTD: SCIREQ has filed and abandoned several other patent applications.]

SCIREQ TRADEMARKS

- a) Trademark for "SCIREQ".
- b) Trademark or trademark-like use of the term for "flexiVent".
- c) Trademark or trademark-like use of the term for "inExpose".
- d) Trademark or trademark-like use of the term "UnitWise".

SCIREQ DESIGNS, SCHEMATICS & PCB LAYOUTS

- e) All mechanical components of all generations of the products "flexiVent", "inExpose", "Quadra-t", "SC-24", "DAC-08", "UT-SDC", "UT-SCA", and all extensions and accessories thereto, including prototype components.
- f) All electronic circuit designs and PCB layouts contained in the above-listed SCIREQ products, **except** for those listed in Schedule A, section a) and b).

SCIREQ SOURCE CODE

- g) All source code contained in the code base used to compile flexiWare software version 7.6.9379.1306, or any earlier version of flexiWare, or any predecessor thereof, that is not Joint IP as per Schedule A section c).
- h) All source code in the code base used to compile either one of the following SCIREQ firmware programs:
 - i) flexiVent firmware version FX-EC-760-B1306,
 - ii) inExpose base unit firmware version EC-FLEXIWARE_600_B128,
 - iii) inExpose Cigarette Smoking Robot firmware version CSR_600_B36,
 - iv) Test Firmware version 1.0.6.20,or any earlier version thereof, that is not Joint IP as per Schedule A, section d).
- i) All source code contained in the code base used to compile "crispware" for flexiVent or inExpose products, UnitWise transducers or other SCIREQ products up to the "first unified released" version that is not Joint IP as per Schedule A, section e).
- j) All source code contained in the code base used to compile "solidware" for flexiVent version 2.2.8.20 or "solidware" for inExpose version FV_SOLW_101B3 that is not Joint IP as per Schedule A, section f).

SCHEDULE C – THORASYS IP

THORASYS TRADEMARKS

- None -

Note: THORASYS already owns trademarks for "THORASYS", "tremoFlo" and "clearFlo".

THORASYS DESIGNS, SCHEMATICS & PCB LAYOUTS

- a) All mechanical components of all generations of the products "Oscillation Spirometer" and "tremoFlo Airwave Oscillometry System", including prototype components.
- b) All electronic circuit designs and PCB layouts contained in all generations of the "Oscillation Spirometer" and the "tremoFlo Airwave Oscillometry System", including prototypes, **except** for those listed in Schedule A, section a) and b).

THORASYS SOURCE CODE

- c) All source code contained in the code base used to compile tremoFlo software version 1.0.17.23, or any earlier version of the tremoFlo software, that is not Joint IP as per Schedule A section c).
- d) All source code contained in the code base used to compile tremoFlo firmware version 1.0.7.5, or any earlier version of the tremoFlo firmware, that is not Joint IP as per Schedule A, section d).
- e) All source code contained in the code base used to compile tremoFlo "crispware" version 3.0 (handheld unit) or version 2.0 (cradle), or any earlier version of the tremoFlo crispware, that is not Joint IP as per Schedule A, section e).
- f) All source code contained in the code base used to compile tremoFlo "solidware" version 3.2.4.15 that is not Joint IP as per Schedule A, section f).

SCHEDULE D – THORASYS Patents

THORASYS PATENTS

Title: SELF-ACTUATED CYLINDER AND OSCILLATION SPIROMETER
Inventor(s): SCHUESSLER, THOMAS & UROVITCH, ILAN BENJAMEN
PCT No.: PCT/CA2006/001071
Priority: 2.511.070, 2005-06-29
Assignee: SCIREQ
Licensor: THORASYS

National Applications:

Country	Application & PCT #	Filing Date	Reg. Date & No.	Due Date(s)	Expiry
GERMANY	06 752 843.0	2006-06-28	2013-10-09, 1 905 049	Annual fee 2014-06-28	
AUSTRALIA	2006264179	2006-06-28	2010-10-28, 2006264179	Annual fee 2014-06-28	
BELGIUM	06 752 843.0	2006-06-28	2013-10-09, 1 905 049	Annual fee 2014-06-28	
CANADA	2.613.547	2006-06-28		Annual fee 2014-06-28	
CHINA	200680029700.7	2006-06-28	2011-07-06, ZL 2006 8 0029700.7	Annual fee 2014-06-28	
USA	11/994.280	2006-06-28	2013-05-28, 8,449,474	Maintenance fees 2016-11-28 Maintenance fees 2020-11-28 Maintenance fees 2024-11-28	2034-03-01
FRANCE	06 752 843.0	2006-06-28	2013-10-09, 1 905 049	Annual fee 2014-06-28	
ITALY	06 752 843.0	2006-06-28	2013-12-31, 73945/BE/2013	Annual fee 2014-06-28	
JAPAN	2008-518581	2006-06-28	2012-10-05, 5103389	Annual fee 2015-10-05	2026-06-28
MEXICO	MX/a/2008/000312	2006-06-28	2011-03-01, 284334	Annual fee 2016-06-28	2026-06-28
UK	06 752 843.0	2006-06-28	2013-10-09, 1 905 049	Annual fee 2014-06-28	

Note: THORASYS also holds licenses to other patents currently owned by Dalhousie University.