

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3081101

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF REGINA	10/15/2014
RECEIVING PARTY DATA	
Name:	ORLAND HOEBER
Street Address:	3110 RAE STREET
City:	REGINA, SASKATCHEWAN
State/Country:	CANADA
Postal Code:	S4S 1A1
Name:	XUE-DONG YANG
Street Address:	4638 E. PINCHERRY PLACE
City:	REGINA, SASKATCHEWAN
State/Country:	CANADA
Postal Code:	S4V 1N1
Name:	YIYU YAO
Street Address:	199 GREEN MEADOW ROAD
City:	REGINA, SASKATCHEWAN
State/Country:	CANADA
Postal Code:	S4V 0K4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7752243
CORRESPONDENCE DATA	
Fax Number:	(617)307-7103
<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:	617-307-7100
Email:	wverlander@blackbird-tech.com
Correspondent Name:	WENDY VERLANDER, BLACKBIRD TECH LLC
Address Line 1:	ONE BOSTON PLACE, SUITE 2600
Address Line 4:	BOSTON, MASSACHUSETTS 02108
ATTORNEY DOCKET NUMBER:	R7752243

PATENT

NAME OF SUBMITTER:	WENDY VERLANDER
SIGNATURE:	/Wendy Verlander/
DATE SIGNED:	10/27/2014
Total Attachments: 3 source=Regina Assignment - USP 7,752,243#page1.tif source=Regina Assignment - USP 7,752,243#page2.tif source=Regina Assignment - USP 7,752,243#page3.tif	

ASSIGNMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") dated for reference October 2, 2014 (the "Effective Date") is made by and among the University of Regina, a corporation continued under the *University of Regina Act* and having a business address at 3737 Wascana Parkway, Regina, Saskatchewan (the "University") and the following individuals, Orland Hoeber, having a personal address at 3110 Rae St, Regina, Saskatchewan S4S 1A1; Xue-Dong Yang, having a personal address at 4638 E. Pincherney Place, Regina, Saskatchewan, S4V 1N1; and Yiyu Yao, having a personal address at 199 Green Meadow Road, Regina, Saskatchewan, S4V 0K4, such individuals being jointly the assignee under this Agreement (the "Assignee").

Whereas:

- (A) The University is the owner of all right, title, and interest in an invention entitled "Method and apparatus for construction and use of concept knowledge base", United States Patent number 7,752,243, and Canadian Patent number 2549536 (collectively, the "Intellectual Property Rights") and all inventions disclosed therein.
- (B) The University cannot at this time justify the commitment of further resources to the Intellectual Property Rights, and has decided to assign all of the University's right, title and interest in the Intellectual Property Rights to Assignee, as further set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Definitions** - The following definitions shall apply throughout this Agreement, including the foregoing portions and those that follow:
 - (a) "Technology" means any and all technology disclosed in the Intellectual Property Rights, including developments, innovations, inventions, formulas, know-how, technical information, materials, specifications, methodologies, processes, operating parameters and techniques, data, reports, and drawings.
2. **Assignment of Intellectual Property Rights** - The University hereby assigns, transfers and conveys to Assignee all of the University's right, title and interest in and to the Intellectual Property Rights and any and all applications arising therefrom.
3. **Assumption of Responsibility for Perfecting Intellectual Property Rights** - The Assignee agrees to bear all costs associated with perfecting the Intellectual Property Rights that are incurred from the date of this Agreement forward, including all costs in respect of prosecuting patent applications and filing any and all applications arising from the Intellectual Property Rights.
4. **Assistance in Perfection of Recording of Rights** - The University shall, at the Assignee's request and at the Assignee's expense, execute and deliver all further documents necessary to enable the Assignee or its nominees to be recorded as the owner of, prosecute, perfect, protect, enforce and/or maintain any and all right, title and interest, in any country, in and to the Intellectual Property Rights.
5. **Disclaimer of Warranty** - Assignee acknowledges and agrees that the University makes no representations or warranties, either express or implied, regarding the Intellectual Property Rights or the Technology disclosed therein including, without limitation, any representation or warranty.

- (a) that the Technology corresponds with a particular description, is of merchantable quality, is fit for a particular purpose, or is durable for a reasonable period of time; or
 - (c) that practicing the Technology does not or will not infringe the intellectual property rights of a third party or any other intellectual property rights owned by the University, or that the Assignee has or will have freedom to practice the Technology.
6. **Further Acknowledgments of Assignee** - Assignee acknowledges and agrees that:
- (a) nothing in this Agreement grants the Assignee any right to use in advertising or publicity the name of the University or any of the University's trade-marks in connection with the Technology. Assignee acknowledges that monetary damages would be inadequate to compensate the University for such unauthorized use of the name of the University or any of the University's trade-marks by Assignee and that any such use would constitute irreparable harm to the University, and that the University shall, in addition to all other remedies, be entitled to an immediate injunction enjoining any such use; and
 - (b) Assignee has not sought, nor been given any legal, tax, accounting or financial advice by the University in connection with this Agreement, and has instead been advised to seek independent legal, tax, accounting and financial advice.
7. **Rights for future research and teaching** - Assignee hereby grants to the University a non-exclusive, non-transferable, personal license to use any of the Technology solely for academic purposes, including research, scholarly publication, education, and all other non-commercial purposes (the "Academic License").
8. **Governing Law; Jurisdiction** - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan (excluding any conflicts of law principles or rules that would impose a law of another jurisdiction for the construction of the Agreement) and the parties hereby expressly attorn to the jurisdiction of the courts of Saskatchewan for enforcement thereof.
9. **Severability** - If any term, covenant or condition of this Agreement, or its application to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each remaining term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
10. **Survival** - In the event of termination of this Agreement for any reason, Sections 1 to 11 and 16, together with all provisions necessary for the interpretation and enforcement of this Agreement, shall survive.
11. **Entire Agreement** - This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, which supersedes any and all other agreements or proposals, oral or written, all prior understandings and all other communications between the parties relating to such subject matter.
12. **Amendment** - No amendment or variation to this Agreement shall operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by the parties hereto signed by authorized representatives of each party.
13. **Prevailing Terms; Assignment** - This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns.

14. **Waiver** - No party hereto, by any act, delay, omission or otherwise shall be deemed to have expressly or impliedly waived any of its rights, powers or remedies, or any one or more of them, unless such waiver is in writing and signed by an authorized signatory of such party. Any such waiver shall be enforceable only to the extent specifically set out in the waiver. A waiver by a party hereto of any right, power or remedy, or any one or more of them, on any one occasion shall not be construed as a bar to or waiver of any right, power or remedy, or any one or more of them, which the party would otherwise have on any future occasion, whether similar in kind or otherwise.
15. **No Joint Venture** - This Agreement shall not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any relationship or entity. Each party hereto shall act as an independent contractor and not as an agent of the other party for any purpose, and neither shall have the authority to bind the other.
16. **Review** - Assignee acknowledges that Assignee has had sufficient time to review this Agreement. Assignee fully understands its contents and has had the opportunity to obtain legal advice concerning the interpretation of this Agreement and its effect on Assignee.
17. **Signing by Counterpart** - This Agreement may be executed in any number of counterparts and may be signed and delivered by facsimile or electronically using files in portable document format (pdf), each of which so signed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the Effective Date of October 2, 2013 as first written above.

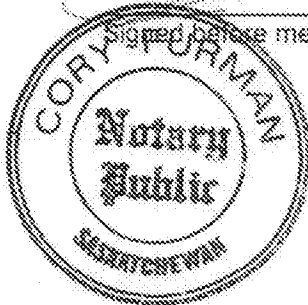
This Agreement is signed by the parties as set forth below.

UNIVERSITY OF REGINA

ASSIGNEE

for
Dr. David Mallory
Vice-President (Research)

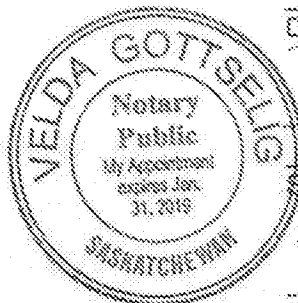
Dr. Orland Hoeber



Signed before me this 3rd day of Oct, 2014

Signed before me this 15 day of Oct, 2014

Dr. Xue-Dong Yang



Signed before me this 15 day of Oct, 2014

Dr. Yiyu Yao

Signed before me this 15 day of Oct, 2014