

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3491396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONCORDIA UNIVERSITY	07/23/2015
RECEIVING PARTY DATA	
Name:	A.K. WAIZUDDIN AHMED
Street Address:	5456 COTE ST-ANTOINE
City:	MONTREAL, QUEBEC
State/Country:	CANADA
Postal Code:	H4A 1R2
Name:	RAMA B. BHAT
Street Address:	1505 SATURNE
City:	BROSSARD, QUEBEC
State/Country:	CANADA
Postal Code:	J4X 1N4
Name:	VAIBHAV RAWAT
Street Address:	B701, RICHWOODS, PLOT NO. 150, SECTOR NO. 11,
Internal Address:	SPINE ROAD, CHIKHALI PCNTDA,
City:	PUNE, MAHARASTRA
State/Country:	INDIA
Postal Code:	PIN 411019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8126612
CORRESPONDENCE DATA	
Fax Number:	(514)288-8389
<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:	5148474243
Email:	michele.pookinlifu@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT CANADA
Address Line 1:	1, PLACE VILLE MARIE
Address Line 2:	SUITE 2500

PATENT

Address Line 4: MONTREAL, QUEBEC, CANADA H3B 1R1	
ATTORNEY DOCKET NUMBER:	05006446-29US
NAME OF SUBMITTER:	PIERRE T. A.-NGUYEN
SIGNATURE:	/Pierre T. A.-NGUYEN/
DATE SIGNED:	08/20/2015
Total Attachments: 10 source=re-assignment#page1.tif source=re-assignment#page2.tif source=re-assignment#page3.tif source=re-assignment#page4.tif source=re-assignment#page5.tif source=re-assignment#page6.tif source=re-assignment#page7.tif source=re-assignment#page8.tif source=re-assignment#page9.tif source=re-assignment#page10.tif	

INTELLECTUAL PROPERTY RIGHTS RE-ASSIGNMENT

This intellectual property rights re-assignment (the "Re-Assignment"), is made on July 21, 2015 (the "Effective Date") by Concordia University (the "Assignor") whose principal address is 1455 de Maisonneuve West, GM 800 Montreal, Quebec, H3G 1M8 and A.K. Waizuddin Ahmed, 5456 Cote St-Antoine, Montreal, Quebec, H4A 1R2, Rama B. Bhat, 1505 Saturne, Brossard, Quebec, J4X 1N4 and Vaibhav Rawat, B701, RichWoods, Plot No. 150, Sector No. 11, Spine Road, Chikhali PCNTDA, Pune, Maharastra, India PIN: 411019 (together the "Assignee") and together with the Assignor (the "Parties")

WHEREAS the Assignor, further to the assignment entitled ASSIGNMENT AND DISTRIBUTION OF REVENUES AGREEMENT attached in Exhibit B, is the owner of the rights in and to an invention entitled "Mechanical Failsafe Steering System using Tandem Planetary Gear Trains for Active Independent Control of Vehicle Left and Right Wheel Steer Angle" (the « **Invention** ») and/or in and to one or more related patent applications (the "**Patent Application**") and/or in and to a related patent (the "**Patent**"), all of which are described in Exhibit A, (and together constitute the "**Assigned Technology**");

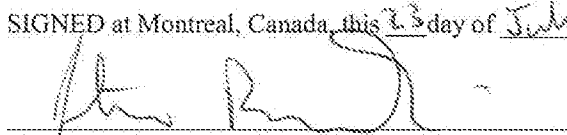
WHEREAS the Assignee wishes to acquire the entire rights, title and interest of the Assignor in and to the Assigned Technology;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) **Assignment** Subject to the Assignor's rights under the Assignment, the Assignor does hereby assign to the Assignee all its rights, title and interest in and to the Assigned Technology and to any patent which may issue from these in Canada and any other country.
- 2) **Consideration** In consideration for the assignment set forth in Section 1, the Assignee paid one (1) dollar, which Assignor acknowledges having received.
- 3) **Representations and Warranties** The Assignor represents and warrants to the Assignee that:
 - a) The Assignor has the right, power and authority to sign the Assignment;
 - b) The Assignor is, to the best of its knowledge, the exclusive owner of all rights, title and interest, including all intellectual property rights, in and to the Assigned Technology;
 - c) To the best of the Assignor's knowledge, the Assigned Technology is free of any liens, security interests or encumbrances
 - d) To the best of the Assignor's knowledge, the Assigned Technology does not infringe the rights of any person or entity;
 - e) The Assignor is not subject to any agreement, judgment or order inconsistent with the terms of the Assignment.
- 4) **Additional Documents** The Assignor agrees, at the Assignee's expense, to sign all such additional documents reasonably necessary and for which it has authority to sign as the Assignee may require in order to confirm or give full effect to the Assignment, without additional consideration.
- 5) **Amendment** The Assignment may be amended only by written agreement between the Parties.
- 6) **Language** The Parties confirm that it is their wish that the Assignment be drawn up in English only.
Les parties aux présentes confirment que c'est leur volonté que cette convention soit rédigée en anglais seulement.
- 7) **Applicable Laws** Notwithstanding the place at which the Assignment is effectively signed by the Parties, the Assignment shall be deemed to have been made in Montreal, Province of Quebec, Canada. The Assignment shall be governed by the applicable laws of Quebec and shall be interpreted accordingly.

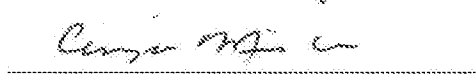
For : Concordia University (Assignor).

SIGNED at Montreal, Canada, this 23 day of July, 2015


Name : Justin Powlowski, Ph.D.

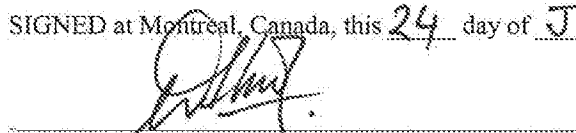
Title : Associate Vice-President, Strategy and Operations, OVPRGS

I Cinzia Miscio declare that I was personally present and did see Justin Powlowski, Ph.D. duly sign and execute the above assignment.


(signature of witness)

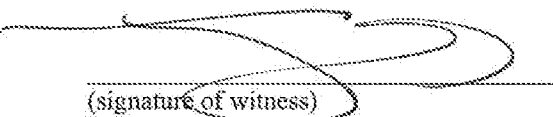
For : A.K. Waizuddin Ahmed (Assignee).

SIGNED at Montreal, Canada, this 24 day of JULY 2015.


Name : A.K. Waizuddin Ahmed, Ph.D.

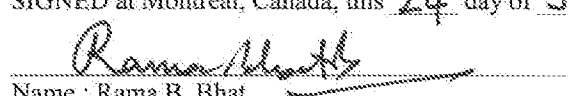
Title : Professor

I Javad Dargahi declare that I was personally present and did see A.K. Waizuddin Ahmed, duly sign and execute the above assignment.


(signature of witness)

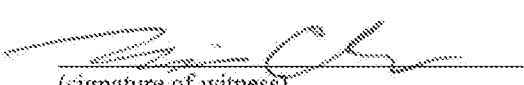
For : Rama B. Bhat (Assignee)

SIGNED at Montreal, Canada, this 24 day of JULY 2015.


Name : Rama B. Bhat

Title : Professor

I MINGYUAN CHEN declare that I was personally present and did see Rama B. Bhat, duly sign and execute the above assignment.


(signature of witness)

For: Vaibhav Rawat (Assignee)

SIGNED at PUNE, INDIA, this 29th day of JULY 2015.

Vaibhav Rawat
Name: Vaibhav Rawat
Title: Sr. Technical Lead

I NITASHA RAWAT declare that I was personally present and did see Vaibhav Rawat, duly sign and execute the above assignment.

[Signature]
(signature of witness)

EXHIBIT A		
Title of invention :	Mechanical Failsafe Steering System using Tandem Planetary Gear Trains for Active Independent Control of Vehicle Left and Right Wheel Steer Angle	
Acquired rights from :		
Name of first inventor :	A.K.W. Ahmed	
Other inventor(s):	Rama B. Bhat, Vaibhav Rawat	
Assignment agreement :	Assignment And Distribution of Revenues Agreement	
Title of the Patent Application :		
Countries where Patent Applications were filed :	Patent Number :	Issue Date :
US	8126612	Feb 28, 2012

EXHIBIT B

ASSIGNMENT AND DISTRIBUTION OF REVENUES AGREEMENT

BETWEEN: Concordia University
Office of Research
1455 de Maisonneuve W., GM 1000
Montréal, QC H3G 1M8
(the "University")

AND: Dr. A.K. Waizuddin Ahmed
5456 Cote St-Antoine
Montreal, Quebec, H4A 1R2

Dr. Rama B. Bhat
1505 Saturne
Brossard, Quebec, J4X 1N4

Mr. Vaibhav Rawat
c/o Mahindra International Ltd.,
128 / A, Sanghvi Compound,
Mumbai-Pune Road,
(opp. Jayshree Cinema)
Chinchwad, Pune
Maharashtra, India - 411019

(together the "Assignors" and together with the University, the
"Parties")

WHEREAS the Assignors submitted a Declaration of Invention (the "DOI") to the University's Office of Research on March 13, 2007;

WHEREAS the Assignors were employees or students of the University at the time the invention entitled "Mechanical Failsafe Steering System using Tandem Planetary Gear Trains for Active Independent Control of Vehicle Left and Right Wheel Steer Angle" (the "Invention") was made;

WHEREAS the Assignors wish to assign all their intellectual property rights in the Invention to the University for the purpose of protecting and commercialising the Invention;

WHEREAS it is the intention of the Parties that this agreement shall cover a) the assignment of the rights of the Assignors in and to the Invention and b) the distribution of revenue between the Assignors and the University from commercial efforts ; and c) the distribution of revenue among the Assignors;

NOW, THEREFORE, the Assignors and the University agree as follows:

1.0 TITLE TO THE INVENTION

The Assignors confirm that they are the owners of the exclusive rights, title and interests in and to the Invention, and that, to the best of their knowledge, the Invention does not infringe on the rights of third parties. The Assignors also confirm that they have not entered into any agreement with a third party, whether orally or in writing, which would be inconsistent with the terms of this agreement and consent to having the University conduct appropriate due diligence.

2.0 ASSIGNMENT

The Assignors hereby assign to the University all their rights, title and interest in and to the Invention as well as in and to any and all improvements developed by the Assignors, whether patentable or not, relating to the Invention, which the Assignors may now or hereafter develop, own or control, and to any patent application and any patent which may issue from these in Canada and in any other country.

3.0 RIGHTS RETAINED BY THE ASSIGNORS

Notwithstanding this agreement, the Assignors shall retain the right to use the Invention for non-commercial teaching and research purposes.

4.0 EVALUATION AND COMMERCIALISATION OF INVENTION

- 4.1 The Parties agree that the evaluation, patenting and commercialisation of the Invention shall be done by the University.
- 4.2 The University does not guarantee that it shall pursue patenting or commercialisation of the Invention, and that if it pursues such activity, that it shall be successful in its efforts.
- 4.3 To facilitate the patenting and commercialisation of the Invention by the University, the Assignors shall:
 - a) execute all the forms and papers which may be necessary for the filing, processing, prosecuting and maintenance of such patents and any other document reasonably necessary that the University may require in order to confirm or give full effect to this agreement; and
 - b) assist the University in commercialising the Invention, for example, by discussing the technical aspects of the Invention with any potential licensee that may show interest in obtaining license rights to the Invention.

5.0 REVENUE SHARING

- 5.1 Commercialisation by University: If the Invention is successfully commercialised, the University's share of the net revenues, calculated after deduction of the University's costs of patent filing, prosecution and maintenance (including patent agent and lawyer costs) and any other relevant expenses incurred by the University in patenting the Invention, shall be

distributed, once a year, in accordance with Article 27.06 c) of the CUFA agreement as follows:

57.5% to the Assignors; and

42.5% to the University.

5.2 The Assignors' share of revenues stipulated in 5.1 above shall be distributed between the Assignors as follows:

Dr. A.K. Waizuddin Ahmed40.0%

Dr. Rama B. Bhat.....20.0%

Mr. Vaibhav Rawat.....40.0%

6.0 SPIN-OFF COMPANY

For the avoidance of doubt, should the commercialisation of the Invention lead to the creation of a spin-off company (the "Company"), the University, as the case may be, and the Assignors shall negotiate their respective participations in the Company, taking into account, amongst other things, the terms of this agreement, the amount of any development funds made available and the relevant mechanism through which it is repaid, the participation of third parties and the set up of the Company.

7.0 GENERAL TERMS

- 7.1 The terms herein stipulated may not be modified in any way without the mutual consent of the Parties in writing.
- 7.2 The preamble and appendices form an integral part of this agreement.
- 7.3 The Assignors shall send written notification to the University within thirty (30) days of any change of address. The University shall have the right to rely on the last known address of the Assignors.
- 7.4 This agreement is drawn up in English at the request of the Parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

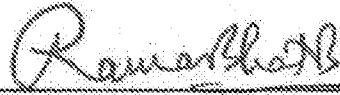
IN WITNESS WHEREOF, the Parties have duly executed this agreement.

ASSIGNORS:



Dr. A.K. Waizuddin Ahmed

16th May, 2008
Date



Dr. Rama B. Bhat

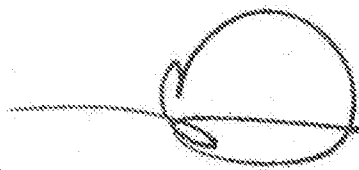
16th May 2008
Date

See Attached

Mr. Vaibhav Rawat

Date

UNIVERSITY:

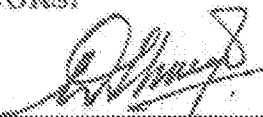


Dr. Louise Dandurand
Vice President, Research & Graduate Studies

20.5.08
Date


IN WITNESS WHEREOF, the Parties have duly executed this agreement.

ASSIGNORS:



Dr. A.K. Waizuddin Ahmed

16th May, 2008
Date



Dr. Rama B. Bhat


16th May, 2008
Date



Mr. Vaibhav Rawat

19th May, 2008
Date

UNIVERSITY:



Dr. Louise Dandurand
Vice President, Research & Graduate Studies

20.5.08
Date