

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4048965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOE LOVETRI	03/04/2015
MAJID OSTADRAHIMI	03/03/2015
RECEIVING PARTY DATA	
Name:	THE UNIVERSITY OF MANITOBA
Street Address:	207 ADMINISTRATION BUILDING
City:	WINNIPEG
State/Country:	CANADA
Postal Code:	R3T 2N2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15108052
CORRESPONDENCE DATA	
Fax Number:	(612)305-1228
<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>	
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Correspondent Name:	MATTHEW C. GOEDEN
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Address Line 4:	MINNEAPOLIS, MINNESOTA 55458-1336
ATTORNEY DOCKET NUMBER:	352.00330101
NAME OF SUBMITTER:	MATTHEW C. GOEDEN
SIGNATURE:	/Matthew C. Goeden/
DATE SIGNED:	09/13/2016
Total Attachments: 11	
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ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective as of this 4th day of March, 2015 (the "Effective Date").

BETWEEN:

THE UNIVERSITY OF MANITOBA

(the "University")

- and -

Joe LoVetri

(the "UMFA Inventor")

(if there is more than one UMFA Inventor, they shall collectively be referred to as
the "UMFA Inventor")

- and -

Majid Ostadrahimi

(the "Non-UMFA Inventor")

(If there is more than one Non-UMFA Inventor, they shall collectively be referred to as
the "Non-UMFA Inventor")

(The UMFA Inventor and Non-UMFA Inventor shall collectively be referred to as
the "Inventor")

WHEREAS:

- A. The UMFA Inventor is an academic staff member of the University and is covered by the Collective Agreement between the University and the University of Manitoba Faculty Association ("UMFA");
- B. The Inventor has developed and invented methods and systems of imaging using gated elements. The gated elements may be configurable in a transmission state, a reception state, or a passive state. The exemplary methods and systems may deliver electromagnetic energy (e.g., microwave energy) to an object of interest using a gated element of a waveguide assembly configured in a transmission state and sample scattered field using a gated element of another waveguide assembly configured in the reception state while the remainder of gated elements are configured in the passive state.;
- C. The Inventor made the invention in the course of research involving use of the University's premises, equipment and resources;

- D. The Collective Agreement between the University and UMFA (the “Collective Agreement”) sets out the rights and interests of the University and its academic staff members who are members of UMFA with respect to intellectual property;
- E. The University Intellectual Property Policy (the “Policy”) sets out the rights and interests of the University and a University Member (defined in the Policy and excludes UMFA members) with respect to intellectual property.
- F. The University is willing to provide such support and assistance to the Inventor, and is desirous of entering into this Agreement to support the assignment and commercialization of the Technology on the terms and conditions described hereinafter.

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 “Agreement” shall mean this Assignment Agreement.
- 1.2 “Copyright” means the rights described in the *Copyright Act* (Canada), as amended from time to time, that are inherent to the Technology.
- 1.3 “Direct Costs” means the reasonable costs and fees (including but not limited to legal fees and agents’ fees) associated with the acquisition, management and commercialization of the Technology, including costs of evaluating it, obtaining and maintaining intellectual property protection, preventing unauthorized use or infringement, prototype development funds, negotiating and implementing licences or other agreements with third parties, but does not include university research office or other overhead costs incurred prior to the initiation of commercialization.
- 1.4 “Improvements” means any direct improvement, alteration, extension, modification or discovery, whether patentable or not, that falls within the scope of or dominates the Invention.
- 1.5 “Invention” means methods and systems of imaging using gated elements. The gated elements may be configurable in a transmission state, a reception state, or a passive state. The exemplary methods and systems may deliver electromagnetic energy (e.g., microwave energy) to an object of interest using a gated element of a waveguide assembly configured in a transmission state and sample scattered field using a gated element of another waveguide assembly configured in the reception state while the remainder of gated elements are configured in the passive state as described in Schedule “A” attached hereto.
- 1.6 “Net Revenue” means the amount received from commercialization of the Technology, less Direct Costs (which may be carried forward from year to year to offset gross revenue) incurred in the commercialization, and includes but is not limited to, proceeds from royalties, profit-sharing, lump sum payments and sale of equity shares.

- 1.7 "Patents" means patent applications that have been filed to date, and patent applications hereafter to be filed by the University relating to the Invention, and any and all patents which may hereafter be issued pursuant to said patent applications (including all divisions, continuations, reissues, re-examinations and extensions thereof and all related international priority rights) whether foreign or domestic relating to the Invention.
- 1.8 "Technical Information" means procedures, processes, trade secrets, methods, practices, techniques, information, bills of parts, diagrams, drawings, specifications, blueprints, scientific theorems, lists of materials, models, samples, manuals and data relating to the design, manufacture, production, inspection and testing of the Invention.
- 1.9 "Technology" means the combination of:
- (a) the Invention;
 - (b) Copyright;
 - (c) Technical Information;
 - (d) Patents;
 - (e) Improvements.

ARTICLE 2 - ASSIGNMENT

- 2.1 The Inventor hereby assigns to the University the Inventor's entire right, title and interest in and to the Technology.
- 2.2 The Inventor hereby requests that all Patents, Copyrights and/or trademarks, which may be issued for the Technology, are issued to the University as the assignee, for the sole use of the University to the end of the term for which said Patents, Copyrights and/or trademarks may be granted, as fully and entirely as the same would have been held by the Inventor had the Inventor not entered into this Agreement.
- 2.3 The Inventor shall promptly, upon request and without compensation:
- (a) provide all the assistance which is reasonably required by the University to prepare, prosecute and maintain Patent applications filed by or assigned to the University, to register a Copyright, and to file any application under trademark or any other form of intellectual property legislation which may be required to protect the Technology in any country, territory or jurisdiction, including:
 - (i) the execution of all necessary documents; and
 - (ii) the giving of testimony that, in the opinion of the University, may be necessary to:
 - (A) obtain, sustain or re-issue Patents, Copyrights and/or trademarks relating to the assignment of rights hereunder; and

- (B) perfect, affirm, record and maintain the title of the University to the Technology;
- (b) generally cooperate with the University to the fullest extent possible in all matters pertaining to the Technology and the University's title thereto.

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ARTICLE 10 - GENERAL

- 10.1 Nothing in this Agreement shall be construed as releasing the Inventor from responsibility and liability arising from any act or omission of the Inventor with respect to the Technology.
- 10.2 This Agreement may be amended by the parties as they may from time to time mutually agree in writing.
- 10.3 This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 10.4 Preamble paragraphs A through F form part of this Agreement.
- 10.5 This Agreement contains the entire agreement between the University and the Inventor and supersedes all prior agreements, negotiations, representations and proposals, written and oral.
- 10.6 This Agreement shall be interpreted and governed by the laws of Canada and the Province of Manitoba. Any action taken relating to this Agreement not falling with Article 14.4.1 of the Collective Agreement shall be commenced in the Court of Queen's Bench (Winnipeg Centre) of Manitoba.
- 10.7 Each party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to obtain independent legal advice, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought), or alternatively, has waived the right to obtain independent legal counsel.
- 10.8 If the Inventor is constituted by more than one person, their obligations hereunder as the Inventor are joint and severable.
- 10.9 If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement in its entirety and the remainder of the Agreement shall continue in full force and effect.
- 10.10 All rights and remedies of the University under this Agreement shall be cumulative. The rights, powers and remedies given to the University by this Agreement are in addition to, and not in lieu of, any other rights, powers and remedies which the University may have or

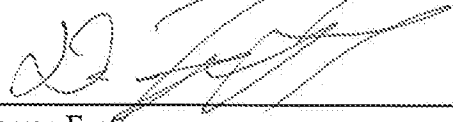
acquire against the Inventor whether by the terms of any other agreement, by operation of law or otherwise. No waiver or condoning of a breach, default or non-observance by a party hereto shall operate as a waiver of any continuing or subsequent breach, default or non-observance hereunder.

- 10.11 This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when signed shall constitute an original but all the counterparts shall together constitute but one and the same instrument. For the purposes of this clause, the delivery of a facsimile copy of a signed counterpart of this Agreement shall be deemed to be a valid signature thereof provided that the party so delivering a facsimile hereby undertakes to deliver an original copy of this Agreement forthwith following such facsimile transmission.

The Inventor and a duly authorized representative of the University have caused this Agreement to be executed as of the day and year first written above.

THE UNIVERSITY OF MANITOBA

Per: _____


Darren Fast
Director, Technology Transfer Office



Joe LoVetri

Majid Ostadrahimi

acquire against the Inventor whether by the terms of any other agreement, by operation of law or otherwise. No waiver or condoning of a breach, default or non-observance by a party hereto shall operate as a waiver of any continuing or subsequent breach, default or non-observance hereunder.

- 10.11 This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when signed shall constitute an original but all the counterparts shall together constitute but one and the same instrument. For the purposes of this clause, the delivery of a facsimile copy of a signed counterpart of this Agreement shall be deemed to be a valid signature thereof provided that the party so delivering a facsimile hereby undertakes to deliver an original copy of this Agreement forthwith following such facsimile transmission.

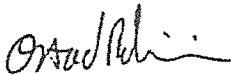
The Inventor and a duly authorized representative of the University have caused this Agreement to be executed as of the day and year first written above.

THE UNIVERSITY OF MANITOBA

Per: _____

Darren Fast
Director, Technology Transfer Office

Joe Lovetri



March 3, 2015

Majid OstadRahimi

SCHEDULE "A"

The Invention and Technology