

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4328672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MC GILL UNIVERSITY	10/05/2016
RECEIVING PARTY DATA	
Name:	SUN NUCLEAR CORPORATION
Street Address:	3275 SUNTREE BOULEVARD
City:	MELBOURNE
State/Country:	FLORIDA
Postal Code:	32940
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14403416
Application Number:	15448483
CORRESPONDENCE DATA	
Fax Number:	(858)314-1501
<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:	858.314.1500
Email:	kdlepari@mintz.com
Correspondent Name:	BENJAMIN HUDSON
Address Line 1:	3580 CARMEL MOUNTAIN ROAD, SUITE 300
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	46919-520N01US /-520C01US
NAME OF SUBMITTER:	BENJAMIN HUDSON
SIGNATURE:	/Ben Hudson/
DATE SIGNED:	03/21/2017
Total Attachments: 10	
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Definitive Agreement

Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights Agreement (the "Agreement") is made and entered into as of October 5, 2016 (the "Effective Date")

BETWEEN:

The Royal Institution for the Advancement of Learning/McGill University, a Canadian University with principal offices at 845 Sherbrooke Street, West, James Administration Building, Montreal, Quebec, H3A 0G4, Canada and herein acting and represented by its duly authorised representatives,

(hereinafter called the "McGill")

AND:

Sun Nuclear Corporation, with principal offices at 3275 Suntree Blvd, Melbourne, FL 32940 and herein acting and represented by its duly authorised representatives

(hereinafter called the "Assignee")

McGill and Assignee are hereinafter referred to individually as a "Party", and, collectively, as the "Parties".

1. DEFINITIONS

When used in this Agreement, the following terms shall have the following meaning unless otherwise expressly provided:

1.1. "INTELLECTUAL PROPERTY" means scientific formulae, data, discoveries, inventions, ideas, software, models, prototypes, specifications, patterns, drawings, algorithms, concepts, products, compositions, processes and protocols, methods, tests and improvements, know-how, machines, devices, and computer programs and includes any and all patents, patent rights and patent applications which embody, emulate or employ any part of the foregoing.

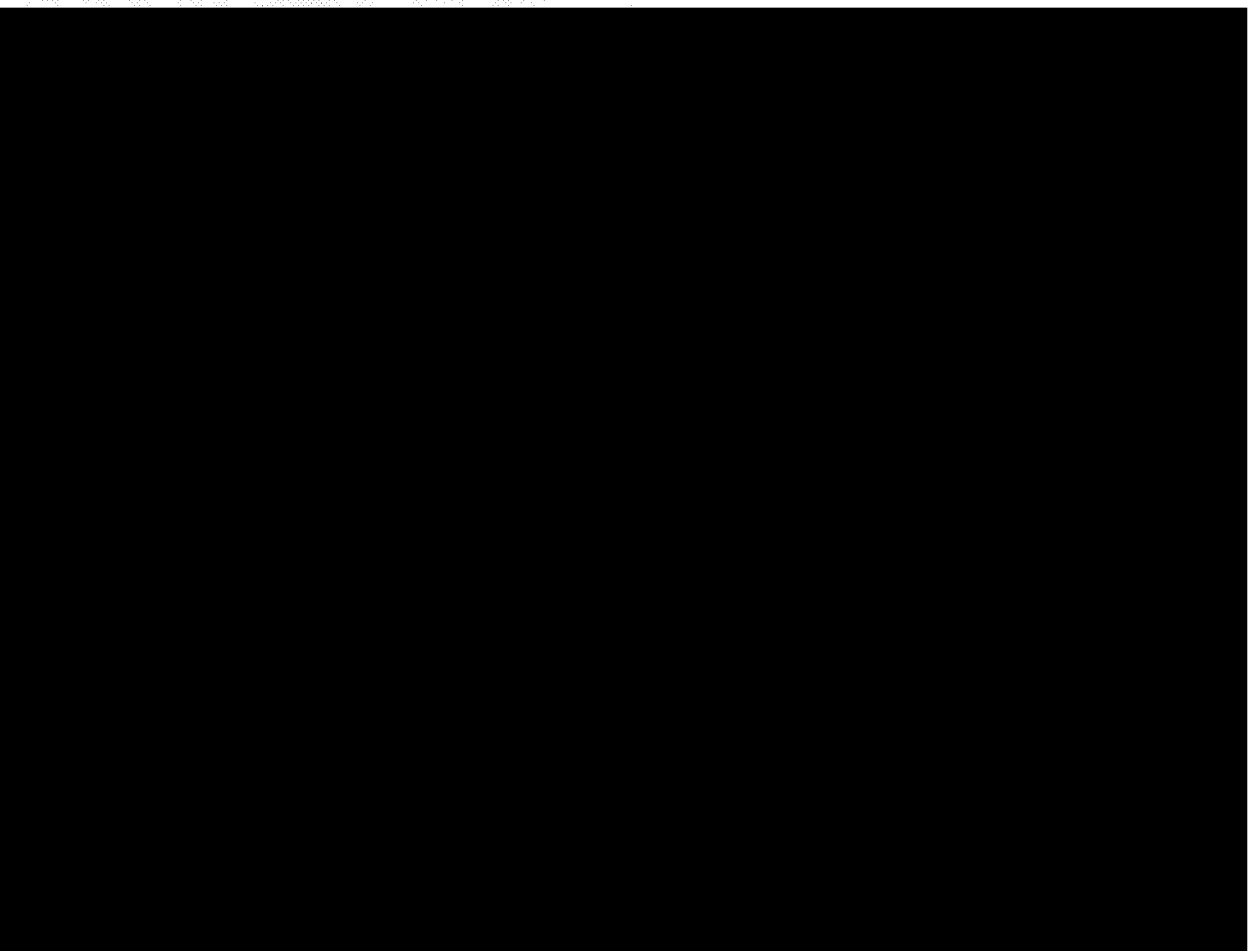
1.2. "GROSS SALES REVENUES" means any amount, whether or not invoiced, billed or received world-wide by Assignee from a third party attributable to the sale, lease, use, transfer or other disposition ("sale") of any of the products or services resulting, in whole or in part, from the Assigned Work.

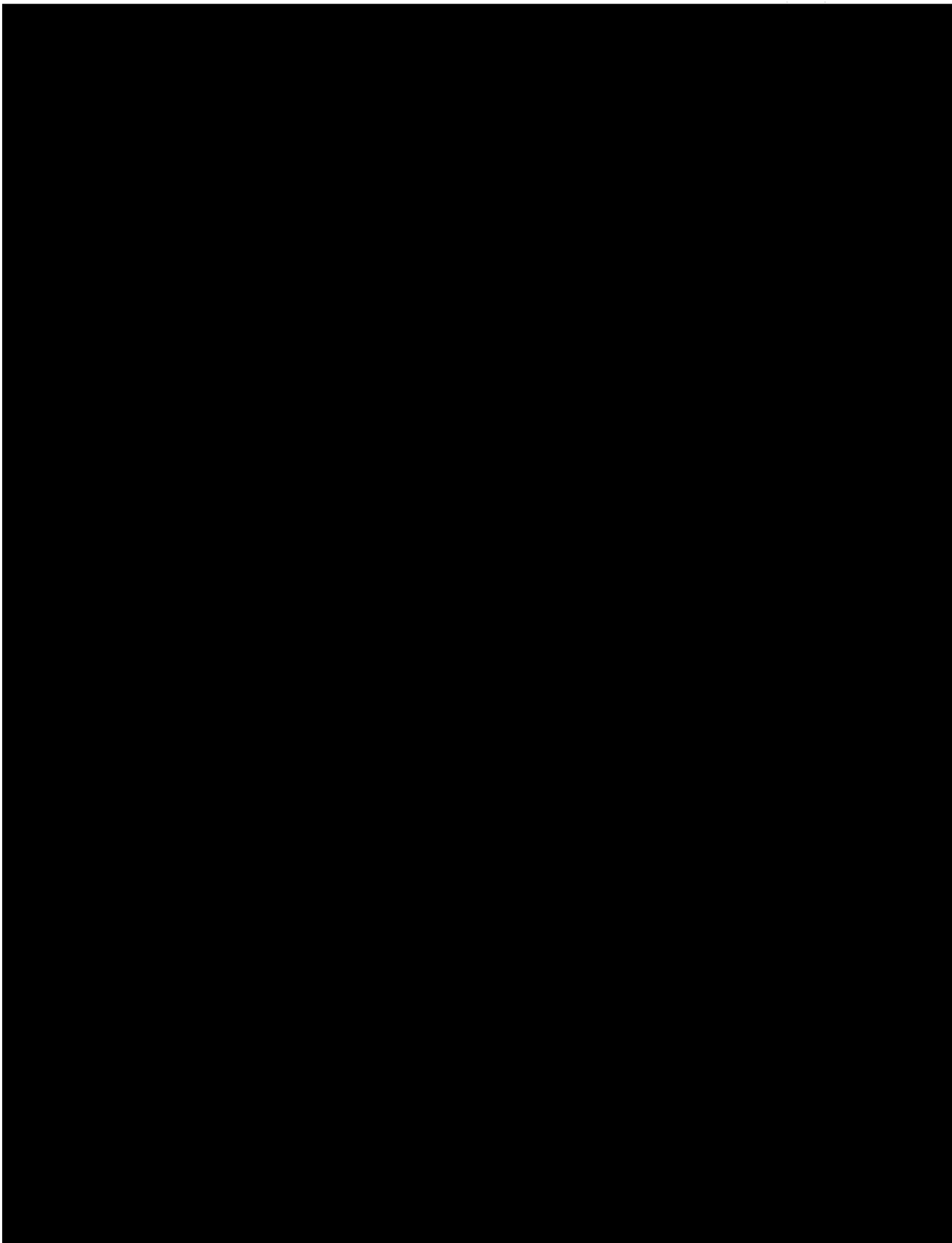
1.3. "UNIT" means an individual item that includes products or services which are the subject of this Agreement, developed, licensed, owned or sold by Assignee, which incorporates the Assigned Work, in whole or in part, and which are intended for sale to a third party.

2. ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, McGill hereby assigns, transfers and sets over unto Assignee and the Assignee's successors, assigns and licensees, all of the McGill's right, title and interest in and to the Intellectual Property reported in the McGill University Report of Invention 12071 titled "Graphite Probe-format Clinical Calorimeter" and filed as United States patent application US 14/403,416, "Method And System For Calorimetry And Clinical Dosimetry", Canadian patent application CA 2,913,350, "Method and System for Calorimetry Probe", and European patent application EP 13796823.6, "Method And System For Calorimetry And Clinical Dosimetry", including the copyright in the design of the technology assets code-named Aerrow (the "Assigned Work").

McGill hereby waives, for itself and on behalf of its heirs, estate, representatives, successors and assigns, any and all rights it might otherwise have that would entitle McGill to any type of consideration for the Assigned Work beyond that provided for in this Agreement.





7. DISCLAIMER OF WARRANTIES

- 7.1. The Assigned Work and all other technology, if any, assigned under this Agreement are provided on an "as is" basis.
- 7.2. McGill makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever with respect to the use, sale, or other disposition by Assignee, its affiliates and licensee(s), or their vendees or other transferees of any product or service incorporating or made by use of the Assigned Work, Intellectual Property or any technology assigned hereunder. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Assigned Work or any technology assigned hereunder will not infringe any patent, copyright, trademark, service mark, or other proprietary rights of others. McGill shall not be liable to Assignee, Assignee's licensees or their respective successors or assigns or any third party with respect to: any claim arising from use of the Assigned Work, technical information, or any technology assigned under this Agreement or from the manufacture, use or sale of Assigned Work; or any claim for loss of profits, loss or interruption of business, or for indirect, special or consequential damages of any kind.

7.3. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as:

- a) A warranty or representation by McGill as to rights in any technology or the validity or scope of any of the Assigned Work;
- b) An obligation to furnish any technology not specifically agreed to in this Agreement, to bring or prosecute actions or suits against third parties for infringement or to provide any services other than those specified in this Agreement.

8. INDEMNIFICATION

Assignee shall indemnify, defend and hold McGill, its employees, students, officers, agents, affiliates, and representatives harmless from and against any and all liability, demands damages losses, and expenses (including attorney fees), for death, personal injury, illness, property damage, non-compliance with applicable laws and any other claim, proceeding, demand, expense and liability of any kind whatsoever in connection with or arising out of:

- a) the use by or on behalf of Assignee, its licensees, affiliates, directors, officers, employees, or third parties of any Assigned Work or of any technology assigned hereunder;
- b) the design, development, use, manufacture, distribution, advertisement, sale, or other disposition of any Assigned Work or materials by Assignee, or other products or processes developed in connection with or arising out of the Assigned Work; or
- c) any right or obligation of Assignee, its affiliates or licensee(s) under this Agreement.

9. PERFORMANCE

Assignee shall use diligent efforts to introduce the Assigned Work into the commercial market as soon as practicable and consistent with sound and reasonable business practice and judgment, in order to maximize Gross Sales Revenues.

10. GENERAL PROVISIONS

10.1. RESERVED RIGHTS TO MCGILL

McGill reserves the right to use the Assigned Work for its own academic teaching, research, and education purposes (which excludes commercial exploitations). Assignee hereby grants McGill an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use the Assigned Work for its own teaching, research and education purposes, including in collaborations with other institutions. McGill shall provide to the Assignee a copy of any planned disclosure (the "Notice") related to the Assigned Work when said planned disclosure is submitted for publication or thirty (30) days in advance of the date of disclosure (the "Notice Period"). If Assignee determines that the disclosure contains Assignee's confidential information and so notifies McGill within twenty (20) days of

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receipt of the Notice, the Parties shall use the remainder of the Notice Period to negotiate in good faith the protection of Assignee's confidential information or to allow patent applications to be filed, if required. In the event the twenty (20) day period elapses without any notification from the Assignee, McGill shall be free to make the disclosure. If the planned disclosure is a thesis, proper arrangements for confidentiality will be made to allow the timely defense of the thesis.

10.2. DISPUTE RESOLUTION AND ARBITRATION

In the event of any dispute arising out of or relating to this Agreement, the affected party shall promptly notify the other party ("Notice Date"), and the parties shall attempt in good faith to resolve the matter. Any disputes not so resolved shall be referred to senior executives, who shall meet at a mutually acceptable time and location within thirty (30) days of the Notice Date and shall attempt to negotiate a settlement. If the senior executives fail to meet within thirty (30) days of the Notice Date, or if the matter remains unresolved for a period of sixty (60) days after the Notice Date, the parties hereby irrevocably agree to submit the matter to arbitration in accordance with the provisions of sections 620 to 655 of the Code of Civil Procedure of the province of Quebec.

10.3. ENTIRE AGREEMENT

The terms and promises contained in this Agreement constitutes the entire agreement and understanding between the Parties and shall supersede all previous communications, representations, agreements or understandings either oral or written, between the Parties hereto with respect to the subject matter hereof and no agreement or understanding varying or extending this Agreement will be binding upon either Party hereto, unless in writing.

10.4. FORCE MAJEURE

Neither McGill nor Assignee shall be in default under the terms of this Agreement as a result of failure or delay in performance provided such delay or failure is caused by events that are beyond the reasonable control of a Party. Causes deemed to be beyond the control of the parties shall include, but not be limited to, revolutions, civil disobedience, fires, acts of God, war, embargoes, strikes or other labour disputes, laws, governmental, administrative or judicial orders, proclamations, regulations, ordinances, demands, or requirements.

10.5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the province of Quebec and the laws of Canada applicable therein.

10.6. HEADINGS

The section and subsection headings used in this Agreement are to be used only for convenience

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and reference. Such titles and headings shall not define or limit the scope of sections or subsections of this Agreement, and shall not affect the construction or interpretation of any of such sections or subsections.

10.7. INDEPENDENCE OF THE PARTIES

McGill and Assignee are independent entities engaged in independent businesses, and neither Party nor any agent or employee of either Party shall be regarded as an agent or employee of the other. Nothing herein shall be construed as reserving to either Party the right to control the other in the conduct of its employees or business, nor shall either Party have the authority to make any promise guarantee, warranty or representation which will create any obligation or liability whatsoever, whether express or implied, on behalf of the other. McGill and Assignee are not joint venturers or partners.

10.8. NOTICES

All notices, reports, payments, requests, consents, demands, and other communications between McGill and Assignee pertaining to this Agreement, shall be in writing and shall be deemed duly given and effective (a) when actually received by mail or personal delivery or facsimile, or (b) when mailed by prepaid registered or certified mail to the receiving Party at the address set forth below, or to such other address as may be later designated by written notice by either Party.

McGill's Notification Address:

Invention Development and Entrepreneurship

Assistance (IDEA), McGill University

845 Sherbrooke Street, West,

Montreal, Quebec, H3A 0G4, Canada

James Administration Building, 4th Floor

Attn: Associate Director, IDEA

Fax: (514) 398-8949

Assignee's Notification Address:

Sun Nuclear Corporation

3275 Suntree Blvd,

Melbourne, FL 32940

Attn: President

Fax: (321) 259-7979

10.9. SEVERABILITY

The provisions of this Agreement are severable, and should any provision(s) of this Agreement be determined by agreement of the Parties or by a court of competent jurisdiction, to be illegal, invalid or unenforceable, the parties and the court shall have the right to strike the provision(s) or modify the provision(s) within the original intent of the parties, to make the provision valid and enforceable. All other provisions of this Agreement shall remain in full force and effect.

10.10. USE OF NAME AND TRADEMARKS

Neither Party shall, without prior written consent of the other Party, use such other Party's name or

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- trademarks or any adaptations. Neither Party will publicly disclose the nature or commercial terms of the Agreement without prior written consent by the other Party. Any press release or public statement concerning the Agreement will be pre-approved both parties in writing before release.

10.11. WAIVER OF RIGHTS

- In order to be effective, any waiver, by either Party, of any right under this Agreement, must be in writing and signed by an authorised representative of the Party making the waiver. Failure of McGill or Assignee to enforce a right or strict performance under this Agreement shall not be deemed to prevent McGill or Assignee from subsequently asserting or exercising any right or from requiring strict performance. Waiver or failure to enforce shall not affect the validity of this Agreement.

10.12. NO RELATIONSHIP

This Agreement does not establish a joint venture, agency, or partnership between the parties, nor create an employer-employee relationship.

10.13. EXTENDED OPERATION

- This Agreement shall be binding upon the parties, their heirs, agents, successors and permitted assigns.

10.14. PARTIAL INVALIDITY

If any provision of this Agreement or the application of it to any person or circumstances is held to be invalid or unenforceable, the remainder of this Agreement or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected.

10.15. SURVIVAL

- The provisions of Sections 5 – Patent Prosecution and Maintenance, 7 – Disclaimer of Warranties, 8 – Indemnification, and any other provision of this Agreement that by its nature is intended to survive shall survive any termination or expiration of this Agreement.

10.16. LANGUAGE OF THIS AGREEMENT

This Agreement is drawn up in English at the request of the parties. *Le présent contrat est rédigé en anglais à la demande des parties.*

IN WITNESS WHEREOF the undersigned have executed this Agreement.

Dated October 5, 2016.

"McGill"

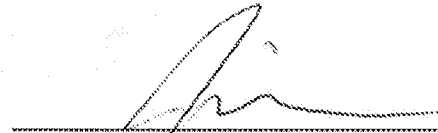
The Royal Institution for the Advancement of
Learning/McGill University

"Assignee"

Sun Nuclear Corporation



By: Mark Weber, Ph.D., P.Eng.
Associate Director, IDEA



By: Jeff Simon
Chief Executive Officer

APPENDIX "A"

SUMMARY OF TERMS

Upfront Payment	Assignee shall pay McGill one million seven hundred fifty thousand dollars (CAN\$1,750,000.00) for the assignment rights granted hereunder due and payable on or before November 7, 2016.
Patent Costs	Assignee shall pay outstanding patent costs to McGill, in the amount of twenty-seven thousand four hundred twenty-nine dollars and 91 cents (CAN\$27,429.91) due and payable on or before November 7, 2016.
Total Payment (due on or before November 7, 2016).	The Assignee shall pay to McGill a total payment in the amount of one million seven hundred seventy-seven thousand four hundred twenty-nine dollars and 91 cents (CAN\$1,777,429.91) due and payable on or before November 7, 2016.

Royalty	Beginning on the date of the first commercial sale, Assignee shall pay McGill the minimum of: • Nine hundred dollars (CAN\$900) per Unit sold, or • Royalties of five percent (5%) on Gross Sales Revenues.
Minimum Annual Royalty	In no event shall royalties for any calendar year be less than a minimum of twenty thousand dollars (CAN\$20,000) beginning in the year of the first commercial sale. In respect of the first year of commercialization, the royalty payment shall be prorated on the basis of the number of months left in that calendar year, including the month in which the first sale occurs.
Reporting	Annually.