

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4388791

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NATIONAL RESEARCH COUNCIL OF CANADA	04/05/2017
RECEIVING PARTY DATA	
Name:	NOVADAQ TECHNOLOGIES INC.
Street Address:	5090 EXPLORER DRIVE, SUITE 202
City:	MISSISSAUGA
State/Country:	CANADA
Postal Code:	L4W 4T9
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	09744034
Application Number:	11106154
Application Number:	11946672
Application Number:	13419368
Application Number:	14543356
Application Number:	14543429
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	JOSHUA A. CRAWFORD
SIGNATURE:	/Joshua A. Crawford/
DATE SIGNED:	04/27/2017

Total Attachments: 3

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ASSIGNMENT

WHEREAS, National Research Council of Canada, a departmental corporation forming part of the Government of Canada, with an address at 1200 Montreal Road, Ottawa, Ontario, K1A 0R6, Canada (hereinafter called "Assignor"), is the owner of the following patent applications, which ownership, to the extent recorded in the United States Patent and Trademark Office, is evidenced at the Reels and Frames indicated below:

<u>Application Number</u>	<u>Named Inventors</u>	<u>Reel and Frame</u>
09/744,034	Docherty et al.	015713 / 0687
11/106,154	Docherty et al.	020511 / 0283
11/946,672	Docherty et al.	020511 / 0725
13/419,368	Docherty et al.	030572 / 0786
14/543,356	Docherty et al.	
14/543,429	Docherty et al.	

The undersigned for Assignor is empowered and authorized to sign this Assignment on behalf of the Assignor.

WHEREAS, Novadaq Technologies Inc., a company established under the laws of Canada whose address is 5090 Explorer Drive, Suite 202, Mississauga, Ontario, L4W 4T9, Canada (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to the above-identified patent applications and any and all letters patent or patents that may be granted therefrom, together with any and all non-provisional, divisional, continuation, continuation-in-part, ancestral (e.g., parent) design, confirmation, and substitute applications claiming priority from such applications and any and all applications from which they claim priority, as well as any and all modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of such letters patent or patents (all of the foregoing, collectively, hereinafter called "Patent Properties").

Now, To All Whom It May Concern: Be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the entire extent that Assignor has not already done so, Assignor does hereby sell, assign, transfer and set over, unto Assignee, its successors, assigns and legal representatives, its entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement), for its own use and the use of its successors, assigns and legal representatives, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor agrees that this assignment is binding on Assignor and its successors, assigns and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any patents of the United States, resulting from said Patent Properties and any confirmations, divisions, continuations, counterparts, reexaminations, reissues or extensions thereof, to Assignee as the assignee of the Patent Properties and the letters patents to be issued thereon for the sole use of Assignee, its successors, assigns and legal representatives.

Assignor shall execute all papers and documents, and do all acts reasonably necessary in connection with any procurement, maintenance, enforcement, and defense of the Patent Properties or otherwise to secure title in the Patent Properties to the Assignee, at the request and cost and expense of Assignee. For the avoidance of doubt, for purposes of this paragraph, "procurement, maintenance, enforcement and defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, interference, reissue, re-examination and any other post-grant proceeding which may be declared concerning said Patent Properties, whether before a patent office or other administrative body or judicial body with jurisdiction.

Assignor represents, warrants and covenants that the right, title and interest sold, assigned, transferred and set over hereby are, to Assignor's knowledge, Assignor's entire right, title and interest in and to the Patent Properties, to its knowledge, that it has full rights to sell, assign, transfer and set over to Assignee all such right, title and interest herein assigned, and that it has not executed and will not execute any agreement in conflict with this Assignment.

Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignor grants Assignee's attorneys, all of Morrison & Foerster LLP, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office (or other foreign patent office) for recordation of this document.

In witness whereby, this Assignment is executed by the undersigned on the date(s) opposite the undersigned's name(s), and effective as of the 5 day of April, 2017.

ASSIGNOR: National Research Council of Canada

[Signature]
Witness

[Signature]
Signature
Officer of Assignor

[Signature]
Witness

Iain Scott Stewart
Typewritten Name of Officer

President
Title of Officer

5 April 2017
Date

Province of Ontario

Country of Canada

SS:

BE IT KNOWN, that on this 5 day of April, 2017, personally appeared Iain Scott Stewart, to me known and known to me to be the individual(s) described in and who executed the foregoing assignment and who acknowledged to me the execution of the same.

[Signature]
Notary Public

SEAL

My commission expires:

Richard Irvine Bourgeois-Doyles, Notary Public
City of Ottawa, limited to the attestation of
instruments and the taking of affidavits, for
the Government of Canada, National Research
Council of Canada. Expires 5 November 2017

ASSIGNEE: Novadaq Technologies Inc.

[Signature]
Witness

[Signature]
Signature
Officer of Assignee

[Signature]
Witness

RICK MANBAT
Typewritten Name of Officer

PRESIDENT AND CEO
Title of Officer

12 April 2017
Date