

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4396034

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER
CONVEYING PARTY DATA	
Name	Execution Date
HANDYEM INC.	03/29/2017
RECEIVING PARTY DATA	
Name:	NATIONAL OPTICS INSTITUTE
Street Address:	2740 EINSTEIN STREET
City:	QUEBEC
State/Country:	CANADA
Postal Code:	G1P 4S4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7835599
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	maureen.savard@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT CANADA LLP
Address Line 1:	2828 BOULEVARD LAURIER BUREAU 1500
Address Line 2:	COMPLEXE JULES-DALLAIRE/TOUR NORTON ROSE
Address Line 4:	QUEBEC, CANADA G1V 0B9
ATTORNEY DOCKET NUMBER:	01019903-0014
NAME OF SUBMITTER:	ALEXANDRE DAOUST
SIGNATURE:	/Alexandre Daoust/
DATE SIGNED:	05/03/2017
Total Attachments: 5	
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SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
« Civil division »

N° : 500-17-096824-167

DATE : Le 29 mars 2017

PRESENT : HONORABLE LOUIS J. GOUIN, J.C.S.

NATIONAL OPTICS INSTITUTE, a Canadian corporation having its head office at 2740, Einstein Street, Quebec, province of Quebec, G1P 4S4, Canada (also known in French as the "Institut National d'Optique")

Plaintiff

v.

HANDYEM INC., represented and acting on its behalf by **BDO CANADA LIMITED**, in its capacity as trustee to the bankruptcy estate of Handyem Inc., having a place of business at 1000 De La Gauchetière West Street, Suite 200, Montreal, province of Quebec, H3B 4W5

Defendant

and

INVESTISSEMENT QUÉBEC, having a place of business at 500-200, route de l'Église, Quebec, Quebec, G1V 5A3

and

PERSONAL AND MOVABLE REAL RIGHTS REGISTRAR, 1, Notre-Dame East Street, 7th floor Montreal, province of Quebec, H2Y 1B6

Third Parties

JUDGMENT

PATENT
REEL: 042224 FRAME: 0425

JG 2270

- [1] **THE COURT** upon the default to appear by the Defendant and the Third Parties;
- [2] **CONSIDERING** the allegations in the Plaintiff's *Originating Application for Forced Surrender and Taking in Payment modified on January 11, 2017* (the "**Application**");
- [3] **GIVEN** the absence of contestation of the Application;
- [4] **GIVEN** the evidence presented, including the Exhibits supporting the Application and the related affidavit;
- [5] **CONSIDERING** that this Application is well founded in fact and in law;
- [6] **CONSIDERING** that there is a typo in the English name of the Plaintiff in the Application as it should be written NATIONAL OPTICS INSTITUTE and not THE NATIONAL OPTICS INSTITUTE and that such a typo is corrected by the present judgment since there is no possible confusion, nor prejudice, with respect to the parties to which the Application relates;

WHEREFORE, THE COURT:

- [7] **GRANTS** the Application;
- [8] **CONFIRMS** the debt of Handyem Inc. to the National Optics Institute (also known in French as the "Institut National d'Optique") in the amount of \$1,077,961.60, in capital, including the interest as of October 14, 2016, plus the interest after October 14, 2016 at a rate of 0.5% percent per month (6% per annum) and **DECLARES** the debt to be valid and exigible;
- [9] **DECLARES** that Handyem Inc. is in default under the *Technology Transfer & Licensing Agreement* entered into with the National Optics Institute in December 2013 ("**Agreement**") and the Trust Deed of Hypothec on Patents granted by Handyem Inc. in favor of the National Optics Institute on December 11, 2013, and registered at the Register of Personal and Movable Real Rights ("**RDPRM**"), on December 12, 2013, under number 13-1103382-0001, at the European Patent Office on February 10, 2015, under the legal file number R23-410/2014, at the United States Patent and Trademark Office on April 11, 2014, under the legal file number 032652/0824 and at the Canadian Intellectual Property Office under the legal file number 05638794 (the "**Hypothec on Patent**") in that it has :
 - a) failed to pay the National Optics Institute the sum of \$1,077,961.60, in capital, including the interest as of October 14, 2016, plus the interest after October 14, 2016 at a rate of 0.5% percent per month (6% per annum);
 - b) filed for bankruptcy;
 - c) allowed the Hypothecated Property (as defined below) to be hypothecated in the form of a conventional hypothec without possession in favor of Investissement Québec for an amount of

\$900,000.00, including an additional hypothec of 20%, registered at the RDPRM on March 20, 2015, under number 15-0228173-0002;

- d) failed to pay \$2,293.88 for maintenance and renewal costs in respect to the Hypothecated Property (as defined below); and
- e) failed to protect the Hypothecated Property (as defined below) in such a manner as to preserve its value;

[10] CONFIRMS that the Hypothecated Property (as detailed hereafter) is hypothecated under a hypothec without delivery in favour of the National Optics Institute granted by Handyem Inc. on December 11, 2013, and registered at the RDPRM, on December 12, 2013 under number 13-1103382-0001, at the European Patent Office on February 10, 2015, under the legal file number R23-410/2014, at the United States Patent and Trademark Office on April 11, 2014, under the legal file number 032652/0824 and at the Canadian Intellectual Property Office under the legal file number 05638794 :

the Hypothecated Property includes, without limitation, all the following Letters Patents and continuation thereof:

- i. Canada, patent number 2,611,565, registration date: April 17, 2012;
- ii. USA, patent number 8,536,542, registration number US 12/936,609, registration date: September 17, 2013;
- iii. Europe, Application/Registration Number EP20100842788, Date: April 13, 2010;
- iv. USA, patent number 7,835,599, registration number 11/509,584, registration date: November 16, 2010;
- v. The Hypothecated Property also include, all patents to be delivered from the above applications and any validations, divisionals, continuations, continuation-in-part or reissues, re-examinations and extensions thereof.

The Hypothecated Property also includes the following property to the extent that it is not already included hereinabove:

- vi. The proceeds of any sale, lease or other disposition of the property referred to hereinabove, any debt resulting from the sale, lease or other disposition of this Hypothecated Property, as well as any property acquired to replace same;
- vii. Any insurance or expropriation proceeds payable in respect of the Hypothecated Property;

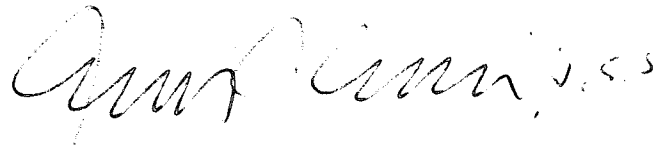
- viii. The principal and the income of the Hypothecated Property as well as any right attached to the Hypothecated Property;
- ix. All deeds, documents, registers, invoices and books of account evidencing the Hypothecated Property of relating thereto.

(hereafter the "**Hypothecated Property**")

- [11] **CONFIRMS** Handyem Inc's. refusal to surrender voluntarily the Hypothecated Property without a valid cause of opposition;
- [12] **DECLARES** that the National Optics Institute has taken the Hypothecated Property in payment and that it is the sole and only owner of the Hypothecated Property retroactive to the date of registration of the *Prior Notice of Exercise of the Hypothecary Right of Taking in Payment* at the RDPRM on November 9th, 2016 under number 16-1101432-0001 and free and clear of any hypothecs registered after the Hypothec on Patent and free and clear of any other real rights created after the registration of its *Prior Notice of Exercise of the Hypothecary Right of Taking in Payment*, either in the National Optics Institute's favour or in favour of any other person or persons, without compensation or indemnity whatsoever to Handyem Inc. or any other person or persons, for any reasons;
- [13] **ORDERS** Handyem Inc., BDO Canada Limited, in its capacity as trustee to the bankruptcy estate of Handyem Inc., or any other party in possession of the Hypothecated Property to surrender possession of the Hypothecated Property to the National Optics Institute within five days (5) of notification of this judgment (by email or by bailiff);
- [14] **ORDERS** and **AUTHORIZES**, in the event of the refusal of Handyem Inc., BDO Canada Limited, in its capacity as trustee of the bankruptcy estate of Handyem Inc., or any other party to surrender possession, within the delay provided above, the National Optics Institute to proceed with any measures needed, including to proceed by way of bailiff, to take possession of the Hypothecated Property and all relevant documents and to proceed with registrations to the relevant authorities around the world, to publicize its ownership of the Hypothecated Property;
- [15] **DECLARES** cancelled and radiated all the rights of the National Optics Institute with respect to the Hypothec on Patent registered at the RDPRM on December 12, 2013 under number 13 1103382-0001 and the Prior Notice registered at the RDPRM under number 16-1101432-0001;
- [16] **ORDERS** the Personal and Movable Real Rights Registrar to radiate and totally discharge the Hypothec on Patent and the Prior Notice of Exercise of the Hypothecary Right of Taking in Payment registered against the Hypothecated Property at the RDPRM on November 9th, 2016 under number 16-1101432-0001;
- [17] **ORDERS** the Personal and Movable Real Rights Registrar to reduce the conventional hypothec without possession on a universality of all property of Handyem Inc. in favor of

Investissement Québec, registered at the RDPRM on March 20, 2015, under number 15-0228173-0002, in regards to the Hypothecated Property;

- [18] **REQUESTS** the aid and recognition of any Court, administrative body or patent registry authority around the world where the Hypothecated Property is registered, including but not limited to, the European Patent Office, the United States Patent and TradeMark Office and the Canadian Intellectual Property Office, to modify their respective registry to declare the National Optics Institute the sole and only owner of the Hypothecated Property (as defined above in section 10) retroactive to the date of registration of the Prior Notice of Exercise of the Hypothecary Right of Taking in Payment at the RDPRM on November 9th, 2016 and to provide all relevant documents to the National Optics Institute confirming that the National Optics Institute is the sole and only owner of the Hypothecated Property. For more clarity, this judgment shall have the same effect as if Handyem Inc. were to transfer ownership of the Hypothecated Property to the National Optics Institute and the National Optics Institute is authorized to fill out and record all necessary documents, without any intervention of Handyem Inc. or BDO Canada Limited, in its capacity as trustee to the bankruptcy estate of Handyem Inc. and **ORDERS** the full cooperation of Handyem Inc. or BDO Canada Limited, in its capacity as trustee to the bankruptcy estate of Handyem Inc., when their cooperation is necessary in order to give full effect to this judgment;
- [19] **ORDERS** execution of this judgment notwithstanding any appeal and without security.
- [20] **THE WHOLE WITH COSTS.**



LOUIS J. GOUIN, J.C.S.

NORTON ROSE FULBRIGHT CANADA S.E.N.R.C.R.L., SRL
(Me Pierre Grégoire)
Plaintiff attorney