

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4458351

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO	11/24/2005
RECEIVING PARTY DATA		
Name:	EDWARD SARGENT	
Street Address:	7979 GATEWAY BOULEVARD, SUITE 240	
City:	NEWARK	
State/Country:	CALIFORNIA	
Postal Code:	94560	
Name:	JASON CLIFFORD	
Street Address:	7979 GATEWAY BOULEVARD, SUITE 240	
City:	NEWARK	
State/Country:	CALIFORNIA	
Postal Code:	94560	
Name:	GERASIMOS KONSTANTATOS	
Street Address:	7979 GATEWAY BOULEVARD, SUITE 240	
City:	NEWARK	
State/Country:	CALIFORNIA	
Postal Code:	94560	
Name:	IAN HOWARD	
Street Address:	7979 GATEWAY BOULEVARD, SUITE 240	
City:	NEWARK	
State/Country:	CALIFORNIA	
Postal Code:	94560	
Name:	ETHAN KLEM	
Street Address:	7979 GATEWAY BOULEVARD, SUITE 240	
City:	NEWARK	
State/Country:	CALIFORNIA	
Postal Code:	94560	
PROPERTY NUMBERS Total: 1		

Property Type	Number
Application Number:	13368747

CORRESPONDENCE DATA

Fax Number:
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.

Email: request@slwip.com

Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER, P.A.

Address Line 1: P.O. BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	3154.002US2
NAME OF SUBMITTER:	TAMERAE ROBINSON
SIGNATURE:	/Tamerae Robinson/
DATE SIGNED:	06/13/2017

Total Attachments: 13

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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 3154.002US2

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Governing Council of the University of Toronto

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: November 24, 2005

2. Name and address of receiving party(ies):

Name: Edward Sargent, Jason, Clifford, Gerasimos
Konstantatos, Ian Howard, Ethan Klem

Street Address: 7979 Gateway Boulevard, Suite 240

City: Newark State: CA Zip: 94560

Country: United States of America

Additional name(s) & address(es) attached? ☐ Yes
☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Serial No. 13/368,747

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bradley W. Scheer

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

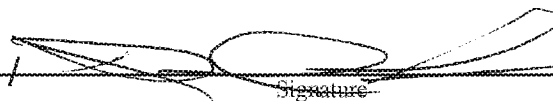
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bradley W. Scheer/Reg. No. 47,059

Name of Person Signing


Signature

June 13, 2017

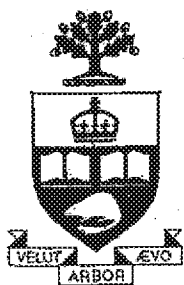
Date

Total number of pages including cover sheet: 13

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 042697 FRAME: 0515



University of Toronto

OFFICE OF THE VICE-PRESIDENT, RESEARCH AND ASSOCIATE PROVOST

ASSIGNMENT OF RIGHTS FROM THE UNIVERSITY OF TORONTO

In consideration of the terms and mutual covenants hereinafter contained and other good and valuable consideration in the sum of Two Dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, **The Governing Council of the University of Toronto**, its successors and assigns (collectively the "Assignor"), and **Edward Sargent, Jason Clifford**, their heirs, executors, administrators and assigns (collectively the "Assignee") covenant and agree as follows:

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- (b) **"Equivalent Revenue"** means the fair market value of non-cash consideration the Assignee receives directly or indirectly from all of the Assignee's rights in the Invention.
- (c) **"Invention"** means the **"Efficient, High-detectivity Photodetectors Based on a Combination of Differently-treated Solution-processed Quantum Dots"** described in the confidential intellectual property disclosure attached as Appendix A, but does not include any improvements, enhancements, derivatives or other modifications thereto created after the date of execution of this Assignment.
- (d) **"Aggregate Revenue"** means the aggregate of Net Revenue plus Equivalent Revenue.

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3. Licence to Use

Notwithstanding the rights granted above, the Assignor retains a perpetual, irrevocable, royalty-free, non-exclusive licence to use the Invention for research, educational and administrative purposes.

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11. Use of Name

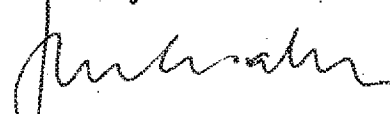
The Assignee shall not use the name of the Assignor or any part thereof, nor any modification or abbreviation thereof, or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof, without the Assignor's prior express written consent.

12. Miscellaneous

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Executed at Toronto, Ontario this 24th day of November, 2005.

The Governing Council of the
University of Toronto



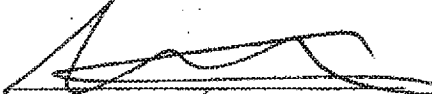
John R.G. Challis, F.R.S.C.
Vice-President, Research and Associate Provost



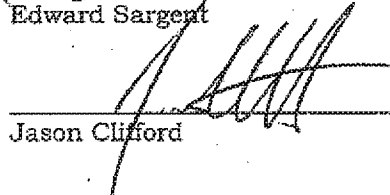
Louis R. Charpentier,
Secretary

Witness

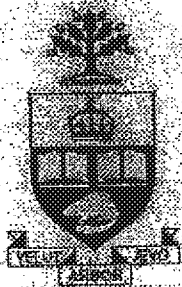
Inventors



Edward Sargent



Jason Clifford



University of Toronto

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In consideration of the terms and mutual covenants hereinafter contained and other good and valuable consideration in the sum of Two Dollars (\$2.00) of lawful money of Canada paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, The Governing Council of the University of Toronto, its successors and assigns (collectively the "Assignor"), and Jason Clifford, Edward Sargent, their heirs, executors, administrators and assigns (collectively the "Assignee") covenant and agree as follows:

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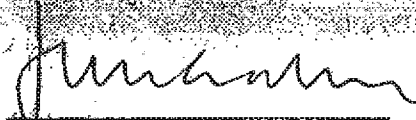
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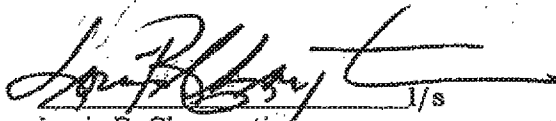
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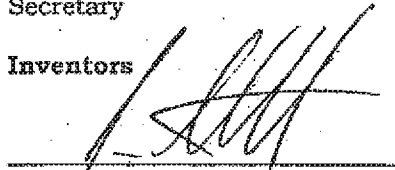
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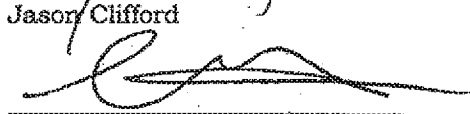
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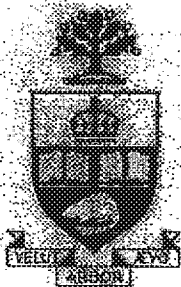
Inventors



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- (c) "Invention" means the "A Method of Sensitizing an Electronic Read-out Integrated Circuit into the Infrared Spectral Range Using Spin-coated Quantum Dot Nanocrystals" described in the confidential intellectual property disclosure attached as Appendix A, but does not include any improvements, enhancements, derivatives or other modifications thereto created after the date of execution of this Assignment.
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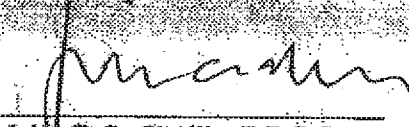
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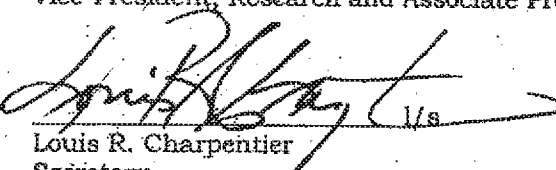
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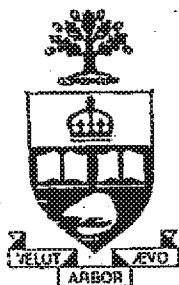

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The Assignee shall provide an annual report outlining the patent, license and ownership status of the Invention to the Assignor on or before the thirtieth day following the anniversary of the execution of this Assignment.

7. Accounting Records

The Assignee shall maintain proper accounting records in respect of the Net Revenues and Equivalent Revenues (the "Records"). The Assignor and/or its representatives may inspect and make copies of the Records at the Assignor's own expense. If the inspection reveals that Aggregate Revenue has been understated by more than 5%, the Assignee shall pay the costs of such inspection if the Assignee did not uncover and correct such understatement. If the Assignee does not maintain satisfactory Records according to generally accepted accounting principles, the Assignor may, without the Assignee's consent, engage a firm of chartered accountants (the "Accountants") to maintain the Records at the Assignee's expense. In fulfilling their responsibilities, the Accountants may notify any interested person to direct payment of any Net Revenue and Equivalent Revenue to the Accountants and the Accountants may deduct their fees for their services from the share of the Aggregate Revenue payable to the Assignee.

8. Indemnity

The Assignee shall indemnify and save the Assignor harmless from and against any loss arising out of or pursuant to any claims or demands in connection with the Invention and all costs, damages and expenses (including reasonable legal fees) incurred by the Assignor in connection therewith, except where such claims or demands are caused by the Assignor's use of the Invention under section 3 above.

9. Release

Save and except for the right to enforce the terms of this Assignment, the Assignor releases the Assignee from any and all claims that the Assignor may now have or may in future have in respect of the Invention.

10. Consent to Further Assignment

Notwithstanding anything in this Assignment, the Assignee shall not assign or license any or all of the Assignee's rights to the Invention, or amend any such agreements, without the Assignor's prior written consent, such consent not to be unreasonably withheld. Any such purported assignment, license or amendment made without the Assignor's consent shall be void and of no force or effect.

11. Use of Name

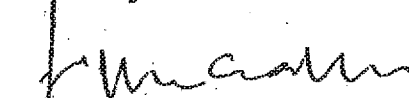
The Assignee shall not use the name of the Assignor or any part thereof, nor any modification or abbreviation thereof, or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof, without the Assignor's prior express written consent.

12. Miscellaneous


Titles used in this Assignment are for purposes of convenience only and shall not be used in the interpretation of this Assignment. The attached appendix forms part of this Assignment.

Executed at Toronto, Ontario this 24th day of November, 2005.

The Governing Council of the
University of Toronto



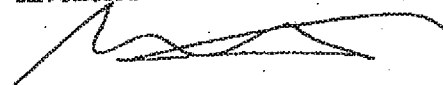
John R.G. Challis, F.R.S.C.
Vice-President, Research and Associate Provost



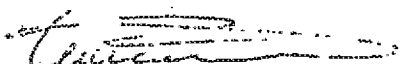
Louis R. Charpentier
Secretary

Witness


Inventors



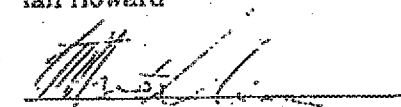
Edward Sargent



Gerasimos Konstantatos



Ian Howard



Ethan Klem

PATENT