

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4458363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN ASHWORTH MCDONALD	06/01/2006
SHIGUO ZHANG	06/01/2006
LARISSA LEVINA	06/01/2006
GERASIMOS KONSTANTATOS	06/01/2006
PAUL CYR	06/01/2006
RECEIVING PARTY DATA	
Name:	EDWARD SARGENT
Street Address:	21 PARKWOOD AVENUE
City:	TORONTO
State/Country:	CANADA
Postal Code:	M4V 2W9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13368747
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:	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: 9	
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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):

Steven Ashworth McDonald, Shiguo Zhang, Larissa
Levina, Gerasimos Konstantatos, Paul Cyr

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

Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 1, 2006, June 1, 2006, June 1,
2006, June 1, 2006, June 1, 2006

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

Name: Edward Sargent

Street Address: 21 Parkwood Avenue

City: Toronto, Ontario, M4V 2W9

Country: Canada

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: 9

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: 0582

THIS AGREEMENT is effective this 14th day of June, 2006 the (the "Effective Date")

BETWEEN

Steve McDonald

- and -

Shiguo Zheng

- and -

Paul Cyr

- and -

Larissa Levina

- and -

Gerasimos Konstantatos

(individually a "Co-Inventor", together the "Co-Inventors")

- and -

Edward Sargent
(hereinafter called "Sargent")

WHEREAS the Co-Inventors and Sargent contributed to the work leading to the invention entitled "Processible Infrared Photodetectors and Photovoltaics" (the "Invention" as more fully described below) and a resulting patent application encompassing the Invention entitled " Three Dimensional Bicontinuous Heterostructures, a Method of Making them, and their Application in Quantum Dot-Polymer Nanocomposite Photodetectors and Photovoltaics" (the "Patent" as more fully described below) at the University of Toronto (the "University") in the course of a research project for which Materials and Manufacturing Ontario ("MMO") provided research funding under a research funding agreement dated January 6, 2004 (the "MMO Agreement"); and

WHEREAS the Co-Inventors and Sargent disclosed the Invention by way of a Confidential Invention Disclosure Form to the University; and

WHEREAS the Co-Inventors and Sargent assigned all rights, title and interest in the Invention to the University -on the date indicated in Schedule A and the University subsequently assigned back all rights, title and interest in the Invention and the related Patent to the Co-Inventors and

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WHEREAS

WHEREAS

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS;

1. DEFINITIONS

1.1.

1.2.

1.3. "Invention" means the invention known as "Processible Infrared Photodetectors and Photovoltaics" as described in the Confidential Invention Disclosure dated November 17th, 2004, amended September 2nd, 2005 attached hereto as Schedule B and also amended in the Amendment Agreement November 17, 2004 attached hereto as Schedule C

1.4.

1.5. "Patent" means the U.S. patent application number 11/327,655 and corresponding PCT application number PCT/CA2006/000018 known as "Three Dimensional Bicontinuous Heterostructures, a Method of Making them, and their Application in Quantum Dot-Polymer Nanocomposite Photodetectors and Photovoltaics" filed January 9, 2006 and shall include, divisional, re-examination, re-newal, continuation or continuation-in-part applications based on said patents and patent applications, any patents which may issue on, from or as a result of any of the foregoing, and any reissue of said patents, any other applications including the Invention.

2. ASSIGNMENTS

- 2.1. The Co-Inventors each hereby sell, transfer and assign to Sargent all of such Co-Inventor's right, title and interest in and to the Patent and Invention including all of such Co-Inventor's right, title and interest in and to any and all letters of patent of any country that may be obtained therefore including all applications, continuations, continuations-in-part, divisions, renewals and substitutes of the applications and patents and any issues, reissues, extensions or examinations of such applications or patents.
- 2.2. Each Co-Inventor hereby undertakes at any time upon request to sign such documents and to do such things as may be required to give effective legal and registered title to the Patent and Invention and any resulting patents which Sargent may, in his discretion, deem advisable and such other actions as may be necessary to carry out and give full effect to the terms and intent of this Agreement.
- 2.3. Each Co-Inventor agrees to the subsequent assignment of all right, title and interest in and to the Patent and/or the Invention to the benefit of a new company to be incorporated for the purpose of commercializing the Patent (the "Company") by Sargent subject to the company meeting the following milestone:

(a)

3. LICENSE TO USE

3.1.

4.

4.1.

4.2.

4.3.

4.4.

4.5.

5. TERM AND TERMINATION

5.1. The term of this Agreement shall be for the life of any patents directly related to the Invention unless otherwise terminated in accordance with the provisions herein.

5.2.

5.3.

5.4.

5.5.

5.6.

6.

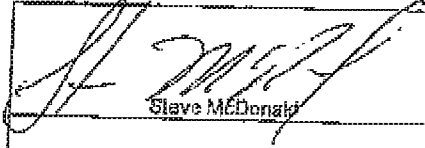
7.

7.1.

7.2.

7.3.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

 Steve McDonald		Witness:	
 Shiqun Zhang		Witness:	

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6.

6.1.

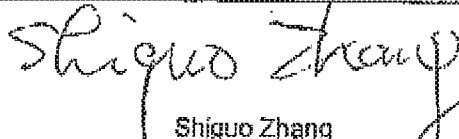

7.

7.1.

7.2.

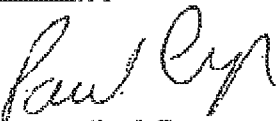
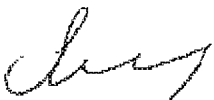
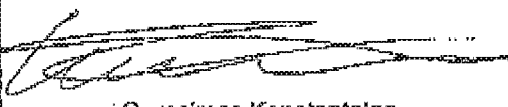
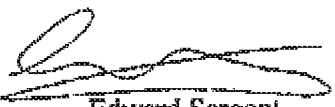
7.3.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

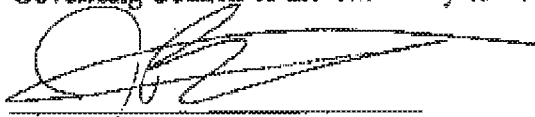
Steve McDonald	Witness:	
 Shiguo Zhang	Witness:  Steve McDonald	

Assignment and Revenue Sharing Agreement

PATENT

 Paul Cyr		Witness:
 Larissa Levina		Witness:
 Gerasimos Konstantatos		Witness:
 Edward Sargent		Witness:

Acknowledged and consented to by the
 Governing Council of the University of Toronto


 Jason T. Echtel, Interim Director, Intellectual Property and Contracts

SCHEDULE A
University Assignment/Amendment Agreements

University Disclosure Number	Title	Assignment to University Date	Assignment from University Date	Amending Agreement Executed
10001237	Processible Infrared Photodetectors and Photovoltaics	November 24, 2005	December 2, 2005	November 17, 2004

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