

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5275252

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HOWARD GINSBERG	06/06/2017
RECEIVING PARTY DATA		
Name:	ST. MICHAEL'S HOSPITAL	
Street Address:	30 BOND STREET	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5B 1W8	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16308749	
CORRESPONDENCE DATA		
Fax Number:	(416)361-1398	
<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:	416-364-7311	
Email:	torsi@bereskinparr.com	
Correspondent Name:	BERESKIN & PARR LLP/S.E.N.C.R.L., S.R.L.	
Address Line 1:	40 KING STREET WEST	
Address Line 2:	40TH FLOOR	
Address Line 4:	TORONTO, CANADA M5H 3Y2	
ATTORNEY DOCKET NUMBER:	10723-P51083US01	
NAME OF SUBMITTER:	TONY ORSI	
SIGNATURE:	/Tony Orsi/	
DATE SIGNED:	12/10/2018	
Total Attachments: 3		
source=10723-P51083US01 Assignment (to SMH) signed 2017-06-06#page1.tif		
source=10723-P51083US01 Assignment (to SMH) signed 2017-06-06#page2.tif		
source=10723-P51083US01 Assignment (to SMH) signed 2017-06-06#page3.tif		

ASSIGNMENT OF RIGHTS TO ST. MICHAEL'S HOSPITAL

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, **Howard Ginsberg**, his heirs, executors, administrators and assigns successors and assigns (collectively the "Assignor"), and **St. Michael's Hospital**, its successors and assigns (collectively the "Assignee") covenant and agree as follows:

1. Definitions

As used in this Assignment, the following terms shall have the following meanings:

- (a) "Net Revenues" shall mean the royalty, licensing fees, and other revenue directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention less legal and other fees that the Assignee incurs directly in the process of establishing and maintaining the legal protection of those rights.
- (b) "Equivalent Revenues" shall mean the fair market value of non-cash consideration, including but not limited to stocks and stock options, directly or indirectly received by the Assignee from all rights held by the Assignee in the Invention.
- (c) "Invention" shall mean the invention entitled "**Method and system for rapid classification of tumour types and subtypes**" described in Appendix A annexed hereto.
- (d) "Aggregate Revenue" shall mean the aggregate of Net Revenues plus Equivalent Revenues.

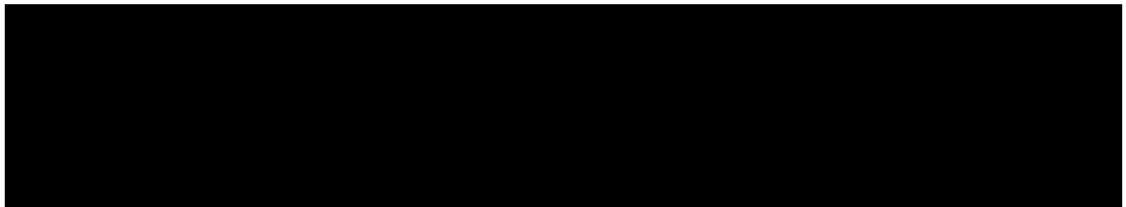
2. Assignment of Rights

The Assignor hereby assigns to the Assignee all right, title and interest, whatever the same may be (but without any representation or warranty as to the nature, extent or validity thereof) which the Assignor now has or may in the future have in the Invention including without limitation all copyrights, trade secrets and the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may issue from any such applications and the right to sell or license the Invention.

3. Licence to Use

Notwithstanding the rights assigned above, the Assignor shall retain a royalty-free, non-exclusive licence to use the Invention for research, educational and administrative purposes.

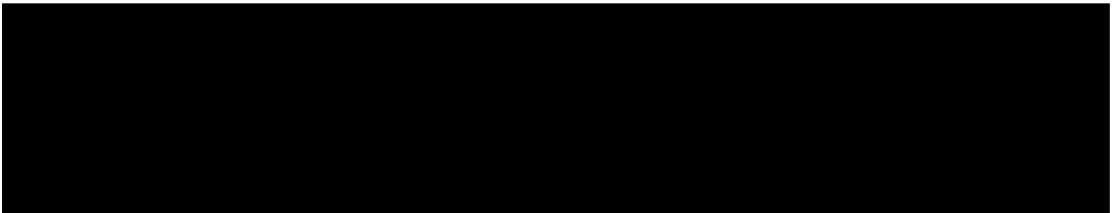
4. Consideration for Rights



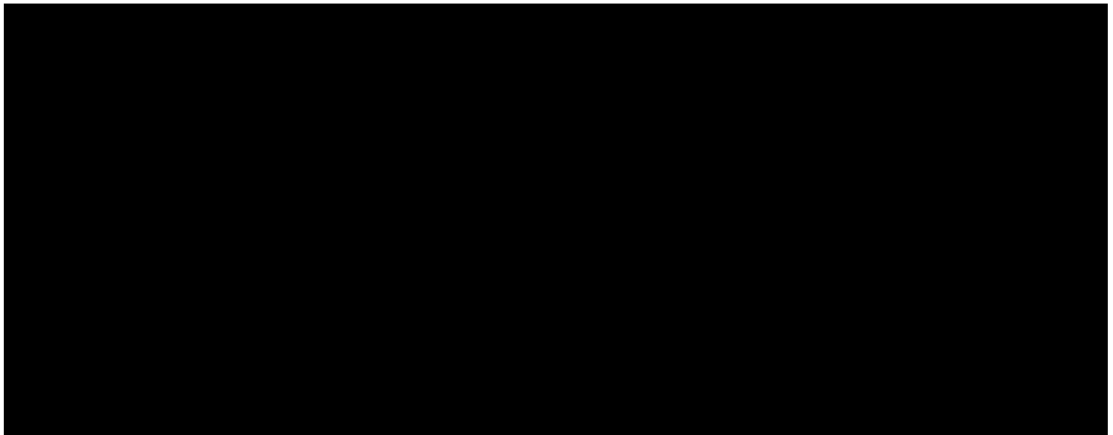
5. Annual Report



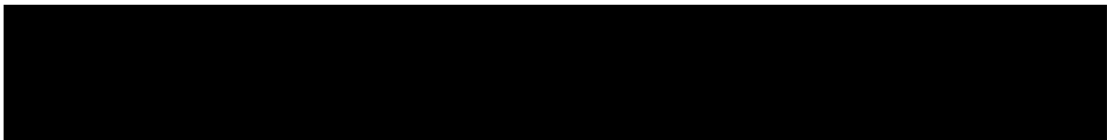
6. Payments



7. Accounting Records



8. Indemnity



9. Release

Save and except for the right to enforce the terms contained in 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 prior written consent of the Assignor, such consent not to be unreasonably withheld.

11. Use of Name

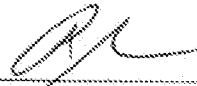
The Assignee shall not use the name, trademarks, or tradenames of the Assignor or any part thereof nor any modification or abbreviation thereof or cause or permit the same to be used in any way in association or connection with the Invention or in the development, exploitation, sale or licensing thereof,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

12. Titles

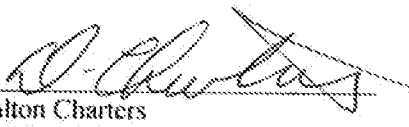
Paragraph titles in this Assignment are for purposes of convenience only and shall not be used in the interpretation of this Assignment.

Executed at Toronto, Ontario this 6 day of June, 2017.

St. Michael's Hospital



Arthur Slutsky, MD
Vice-President, Research



Dalton Charters
Director, Research Operations

Witness



Christopher Northrop
Name: Howard Ginsberg

Inventor



Howard Ginsberg