

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5918739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHILDREN'S HOSPITAL OF EASTERN ONTARIO RESEARCH INSTITUTE INC.	03/08/2016
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF OTTAWA
Street Address:	3042-800 KING EDWARD AVE
City:	OTTAWA
State/Country:	CANADA
Postal Code:	K1N 6N5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16028937
CORRESPONDENCE DATA	
Fax Number:	(514)287-9197
<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:	5146673357
Email:	bryce.mansell@anglehart.et-al.ca
Correspondent Name:	BRYCE MANSELL
Address Line 1:	1939 BOUL DE MAISONNEUVE O
Address Line 4:	MONTREAL, CANADA H3H 1K3
ATTORNEY DOCKET NUMBER:	P1454US01
NAME OF SUBMITTER:	JAMES ANGLEHART
SIGNATURE:	/James Anglehart/
DATE SIGNED:	01/20/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 9	
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PATENT

REEL: 051643 FRAME: 0185

INTELLECTUAL PROPERTY ASSIGNMENT AND ROYALTY SHARING AGREEMENT

This Agreement is effective as of the last date of signature below (the "Effective Date") by and between:

University of Ottawa ("uOttawa")
Technology Transfer and Business Enterprise
3042-800 King Edward Ave
Ottawa, ON K1N 6N5

And

Children's Hospital of Eastern Ontario Research Institute Inc. ("CHEO RI")
401 Smyth Road, Research Building 2
Ottawa, ON K1H 8L1

(uOttawa and CHEO RI may be referred to herein individually as a "Party" or together as the "Parties").

1. Background
 - 1.1 As detailed in Appendix "A", uOttawa and CHEO RI Inventors have reported two (2) inventions, Invention 1 and Invention 2 (together, "the Inventions") entitled as follows:
 - Invention 1: "Methods for the diagnosis and treatment of inflammatory bowel disease"; and
 - Invention 2: "Markers for inflammatory bowel disease".
 - 1.2 Dr. David Mack is identified as a CHEO RI Co-Inventor for the Inventions.
 - 1.3 CHEO RI has assignment from Dr. Mack of all his ownership rights to the Inventions and CHEO RI has not incurred costs to file patent applications for the Inventions.
 - 1.4 The Parties desire that the Inventions be successfully and diligently developed into a commercial product(s), process(es) and/or service(s) and used for the benefit of the public.
 - 1.5 uOttawa desires to take assignment of ownership of the Inventions from CHEO RI per the terms specified in this agreement, hereinafter referred to as the "Agreement".

2. Definitions

Whenever used in this Agreement with an initial capital letter, the following terms, whether used in the singular or the plural, shall have the meanings specified below.

- 2.1 "Inventions" means the inventions described in Section 1 above, as claimed in the patent applications listed in Appendix "A", and any patent application(s) claiming the benefit of priority thereof including all divisions and continuations of these applications, all patents issuing from such applications, divisions and continuations, and any reissues, reexaminations, and extensions of all such patents.
- 2.2 "Inventors" or "Co-Inventors" means the Inventors or Co-Inventors identified in Appendix "A".
- 2.3 "License Revenue" means the transfer of value from third parties to uOttawa in consideration of granted licenses or other rights to the Inventions which may include, but is not limited to: actual royalties, fees, payments, equity securities and other sums. "Net License Revenue" refers to the License Revenue less unreimbursed Patent Expenses incurred by uOttawa.
- 2.4 "Patent Expenses" means all reasonable, documented out-of-pocket expenses incurred by uOttawa, as evidenced by actual invoices, for the preparation, filing, prosecution, maintenance, defense and/or enforcement of patent applications/patents for the Inventions; to the extent such expenses are not reimbursed or reimbursable by a third party including, but not limited to, a licensee.

3. Assignment of Patent Prosecution, Maintenance, Defense/Enforcement of Patent Rights

- 3.1 CHEO RI hereby transfers and assigns to uOttawa, for its benefit and the benefit of its successors and assigns, all CHEO RI's rights, title and interest in Canada, the United States and world-wide in and to the Inventions for which patents and patent applications have been or will be prepared and to related proceedings in all and any countries in the world, with or without additional matter, as a Continuation-In-Part, patent of addition, reissue or similar procedure, and to receive all such patents and similar rights as may issue on such applications. CHEO RI hereby further agrees that it will, in a timely manner and without further compensation, upon receipt of uOttawa's written request, sign all documents, or instruct its employees to sign such documents, and do such additional acts as uOttawa, its successors, legal representatives, and assigns reasonably request to perfect uOttawa's title of ownership in the Inventions, and to further execute any documents as uOttawa may reasonably request to obtain and maintain patents claiming the Inventions in any and

all countries. Notwithstanding the foregoing, CHEO RI is hereby granted by uOttawa the non-exclusive, world-wide, irrevocable, perpetual, royalty-free right and license to use the Inventions and associated patent rights for non-commercial research, educational purposes, and publications. Any publications regarding the Inventions shall be coordinated between CHEO RI's Inventor and uOttawa's Inventors.

- 3.2 The Parties acknowledge they have both been copied on the assignment documents wherein Dr. Mack assigns the Inventions to CHEO RI and uOttawa confirms it is satisfied with the same.
- 3.3 To the best of CHEO RI's knowledge, no assignment, no obligation of assignment, sale or agreement or other encumbrance concerning the Inventions has been entered into which would conflict or bar to the assignment of CHEO RI's rights to uOttawa as specified herein. To the best of CHEO RI's knowledge, there are no actions, suits, investigations, claims, or proceedings threatened, pending or in progress relating in any way to any right conferred by CHEO RI under this Agreement with respect to the Inventions.
- 3.4 To the best of CHEO RI's knowledge, the assignment of its rights herein are complete and are free and clear of all liens, mortgages, security interests, and restrictions on transfer and leave no assignable rights not assigned and such assignment shall be final and irrevocable.
- 3.5 Notwithstanding anything to the contrary herein, CHEO RI DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT THE INVENTIONS OR ASSOCIATED PATENT APPLICATIONS OR PATENTS, INCLUDING ANY WARRANTIES OR REPRESENTATIONS ABOUT THE MERCHANTABILITY OF THE INVENTIONS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, OR WHETHER THEY WILL BE CAPABLE OF ACHIEVING STATUTORY PROTECTION.
- 3.6 uOttawa shall have sole responsibility for filing, prosecution, and maintenance of Patent Rights. uOttawa shall not abandon the prosecution of any patent application (except in favor of a continuation, continuation-in-part, or utility application) without notifying CHEO RI at least thirty (30) days in advance of any applicable deadline and allowing CHEO RI the opportunity to prosecute such application at its sole expense. Any such patent application which CHEO RI elects to prosecute and any patents resulting therefrom shall be promptly assigned by uOttawa to CHEO RI and the Parties shall negotiate in good faith a new INTELLECTUAL PROPERTY ASSIGNMENT AND ROYALTY SHARING AGREEMENT to replace this current Agreement.

4. License Revenue Sharing

- 4.1 uOttawa shall be responsible for paying Patent Expenses. uOttawa will maintain adequate records showing all Patent Expenses incurred, which will be made available to CHEO RI for inspection upon reasonable written notice.
- 4.2 The Parties agree that any License Revenue paid to uOttawa will first be applied to any unreimbursed Patent Expenses incurred by uOttawa. At such time as License Revenue paid to uOttawa exceeds the cumulative unreimbursed Patent Expenses of uOttawa, the Parties agree that the resulting Net License Revenue will be allocated to the Inventors and the Parties as follows:
- For the first \$100,000.00 in Net License Revenue, 80% will be shared among the Inventors, and 20% will be shared between the Parties;
 - For amounts exceeding \$100,000.00 in Net Licensing Revenue, 50% will be shared among the Inventors, and 50% will be shared between the Parties;
 - Of the share to the Parties, 85% will be retained by uOttawa and 15% will be delivered to CHEO RI.
- 4.3 Within 45 days of receiving License Revenue from any licensee, uOttawa will provide CHEO RI with a written report accounting for the total amount of License Revenue received from any licensee, the amount of License Revenue to reimburse Patent Expenses, the amount of License Revenue retained by uOttawa, and the amount of License Revenue due to the Inventors and CHEO RI. Simultaneously with the delivery of the aforementioned report, uOttawa will pay CHEO RI any Net License Revenue amount due. All payments to CHEO RI will be in Canadian Dollars, by check payable to "Children's Hospital of Eastern Ontario Research Institute Inc." and sent to:
- Children's Hospital of Eastern Ontario Research Institute Inc.
401 Smyth Road, Research Building 2
Ottawa, ON K1H 8L1
- 4.4 CHEO RI will have the right to hire an independent, certified public accountant reasonably acceptable to uOttawa to audit uOttawa's financial records relating to License Revenue and/or Patent Expenses at its own expense. Such audits may be exercised during normal business hours upon at least seven (7) days prior written notice to uOttawa. If any such audit shows an underpayment by uOttawa of Net License Revenue to CHEO RI, uOttawa shall promptly pay such amount to CHEO RI, plus two percent (2%) interest, and uOttawa shall also reimburse CHEO RI for any and all audit expenses incurred by CHEO RI.
- 4.5 uOttawa shall have sole responsibility for licensing the Patent Rights. uOttawa is not authorized to make and shall not make any warranties or representations about any Invention or associated patent applications or patents or any other

subject matter on CHEO RI's behalf, uOttawa agrees to use diligent efforts to license the Patent Rights in a commercially reasonable manner and in furtherance of the public interest and in accordance with applicable laws. The mere failure of uOttawa to consummate a license(s) shall not be deemed a breach of its obligations under this Agreement.

- 4.6 License agreements will expressly reserve to the Parties the right to practice the inventions, and associated patent applications and patents for research, educational, and scholarly/publication purposes.

5. Confidentiality

- 5.1 Each Party acknowledges that Confidential Information may be exchanged between the Parties pursuant to this Agreement. "Confidential Information" means (i) intellectual property and any inventions or improvements related thereto (ii) all information in documents marked "confidential" forwarded to one Party by the other Party and (iii) all financial records related to License Revenues and/or Patent Expenses. Each Party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other Party. Each Party agrees that it will not use the Confidential Information of the other Party except for the purposes of this Agreement and as authorized herein.
- 5.2 Notwithstanding section 5.1, the recipient of Confidential Information hereunder may use or disclose such Confidential Information to the extent that the receiving Party can show that such Confidential Information is (i) already known by the receiving Party without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no breach of this Agreement by the receiving Party, (iii) rightfully received from a third party, (iv) independently developed by the receiving Party without use of any of the information of the disclosing Party, (v) approved in writing by the disclosing Party for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the receiving Party provides the other Party with notice, where reasonably possible, of such requirement prior to any such disclosure and takes all reasonable steps available to maintain the information in confidence.
- 5.3 Nothing herein will preclude uOttawa or CHEO RI from making reports or disclosures as required by any organizations which provided funding that resulted in the creation of all or a part of the intellectual property covered by the Patents.

6. Term and Termination

This Agreement shall commence as of the Effective Date and continue in full

force and effect unless terminated in writing by mutual agreement of the Parties pursuant to the formation of a new agreement in accordance with Subsection 3.6.

7. Notices

- 7.1 Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered by electronic transmission confirmed by personal delivery, recognized overnight carrier, or certified mail, return receipt requested, to the following addresses, unless the Parties are subsequently notified of any change of address in accordance with this Section 7.1:

uOttawa:
University of Ottawa
Technology Transfer & Business Enterprise
3042-800 King Edward
Ottawa, ON K1N 6N5
Attention: Director, TTBE

CHEO RI:
Children's Hospital of Eastern Ontario Research Institute Inc.
Research Administration
2nd Floor Research Building 2
401 Smyth Rd
Ottawa, ON K1H 8L1
Attention: COO, CHEO RI

- 7.2 Any notice shall be deemed to have been received as follows: (a) by personal delivery, upon receipt; (b) by recognized overnight carrier, as documented by the carrier; or (c) by certified mail, as indicated by the return receipt.

8. Miscellaneous

- 8.1 This Agreement may not be assigned by either Party without the written consent of the other Party, which consent will not be unreasonably delayed or denied.
- 8.2 This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and may be amended only by mutual written agreement by the Parties.
- 8.3 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 8.4 The provisions of this Agreement are separable and in the event that any of its provisions are determined to be invalid or unenforceable by a court of

competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

- 8.5 No waiver by either Party of any breach or default of any of the terms of this Agreement shall be deemed a waiver as to any subsequent and/or similar breach or default.
- 8.6 Neither Party shall use, or grant the right to use, the name or insignia of the other Party or the name of any staff member, officer, employee or student of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds (except as may be required under stock registration requirements) without the prior written approval of the Party or individual whose name is to be used.
- 8.7 In the event of any dispute arising between the Parties in connection with this Agreement, the construction thereof, or the rights, duties or liabilities of either Party, representatives designated by each Party shall meet at a mutually agreeable location or confer by conference call within one week of a request by either Party and shall attempt to amicably resolve the dispute. If the dispute is not resolved by such efforts within thirty (30) days, the Parties shall refer the matter to non-binding mediation at a mutually agreeable location, the costs of which shall be shared equally. If the dispute is still not resolved, then the Parties may proceed to civil litigation or any other dispute resolution mechanism.
- 8.8 This Agreement may be executed in two or more counterparts, which may be delivered by electronic mail in "portable document format" (".pdf" format), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, each of which shall be deemed to be an original and all of which shall together be deemed to constitute one agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers or representatives.

CHILDREN'S HOSPITAL OF EASTERN ONTARIO RESEARCH INSTITUTE INC.

(Signature) MOL

Name: Dr. Martin Osmond

Title: CEO and Scientific Director

Date: 8/3/2016

UNIVERSITY OF OTTAWA

(Signature) D. Joe Irvine

Name: D. Joe Irvine

Title: Director, TTBE

Date: 4 March 2016

Read, understood and acknowledged by:

David Mack

Dr. David Mack

Date: 08 March 2016

Appendix "A":
List of Patents, Patent Applications and Invention Disclosures
that comprise the Patent Rights

Invention 1:
Methods for the diagnosis and treatment of inflammatory bowel disease

CHEO RI Inventor: David Mack

uOttawa Inventors: Alain Stintzi, Daniel Figeys, Walid Mottawea, Turki Abujamel
and Cheng-Kang Chiang

Patent applications:

- U.S. Provisional Patent Application No. 61/781,564 filed on 14 March 2013
- PCT application no. PCT/CA2014/050245 filed on 14 March 2014

Invention 2:
Markers for Inflammatory Bowel Disease

CHEO RI Inventor: David Mack

uOttawa Inventors: Alain Stintzi, Daniel Figeys, Amanda Sturr and Cheng-Kang
Chiang

Patent Applications:

- U.S. provisional application no. 62/059,316 filed on 3 October 2014
- PCT application no. PCT/CA2015/050992 filed on 2 October 2015