

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/01/2018		
CONVEYING PARTY DATA			
Name			Execution Date
THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/MCGILL UNIVERSITY			05/17/2019
RECEIVING PARTY DATA			
Name:	CEMEX RESEARCH GROUP AG		
Street Address:	RÖMERSTRASSE 13		
City:	BRUGG BEI BIEL		
State/Country:	SWITZERLAND		
Postal Code:	2555		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	16761104		
CORRESPONDENCE DATA			
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<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>			
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ATTORNEY DOCKET NUMBER:	NO90128US		
NAME OF SUBMITTER:	SANDRA L. SHANER		
SIGNATURE:	/Sandra L. Shaner, Reg. No. 47934/		
DATE SIGNED:	03/26/2021		
Total Attachments: 12			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights Agreement (the "Agreement") is made and entered into as of September 1st, 2018 (the "Effective Date").

BETWEEN:

The Royal Institution for the Advancement of Learning/McGill University, a Canadian University with principal offices 845 Sherbrooke Street, West, James Administration Building Room 429, Montreal, Quebec, H3A 0G4, Canada and herein acting and represented by its duly authorised representatives,

(hereinafter called "McGill")

AND:

CEMEX RESEARCH GROUP AG. with principal offices at Romerstrasse 13, 2555 Brugg bei Biel, Switzerland and herein acting and represented by its duly authorised representatives

(hereinafter called "Assignee")

McGill and Assignee are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS a previous agreement was entered into as of April 15, 2016 between McGill, CEMEX Research Group, and Innovertec Inc. (the "Collaboration Agreement")

WHEREAS McGill is owner by assignment from inventors Mark Lefsrud and Yasmeen Hitti to the McGill's interest in the invention, reported to McGill in report of invention No. 2018-058 and in the PCT application number PCT/EP2017/078361, with submission number 5761891, filed on 06 November 2017.

WHEREAS Assignee acknowledges that a separate agreement will need to be negotiated by Assignee with Innovertec Inc. in order to comply with the terms of the Collaboration Agreement.

1 DEFINITIONS

When used in this Agreement, the following terms shall have the following meaning unless otherwise expressly provided:

- 1.1 "Affiliates" means, with respect to a Party to this Agreement, any person which, directly or indirectly controls, is controlled by, or is under common control with such Party. The term control means possession, direct or indirect, of the powers to direct or cause the direction of the management of policies of a person, whether through

ownership of equity participation, voting securities, beneficial interest, contract, agreement or otherwise.

1.2 "Confidential Information" means and includes all technical information, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, regardless whether the disclosing party identifies such information as confidential or proprietary at the time it is delivered or communicated to the other party.

1.3 "Assigned Product(s)" means any product, apparatus or methods, the production manufacture, sale, lease, use or practice of which incorporates or makes use of the Assigned Work.

1.4 "Licensee" include both licensee(s) and sub-licensee(s) of Assignee.

1.5 "NET REVENUES" means any amount, whether or not invoiced, billed or received from a third party attributable to the sale, lease, use, transfer or other disposition ("sale") of any of the "Assigned Product(s)", less the following qualifying costs directly attributable to such sale. Such qualifying costs shall be limited to:

- a) transportation insurance premiums, freight and prepaid outbound transportation expenses;
- b) discounts, in amounts customary in the trade, for quantity purchases, cash payments, and for wholesalers and distributors;
- c) sales or other similar taxes imposed by a governmental agency and;
- d) "Assigned Product(s)" provided to the end user at no cost and used in testing, in clinical trials or as marketing samples.

2 ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, McGill hereby assigns, transfers and sets over unto Assignee and the Assignee's successors, assigns and licensees, all of the McGill's right, interest in the intellectual property reported in the McGill University Report of Invention #2018-058 entitled "Cement-Free Porous Substrate for Plant Germination and Growth Made of Alkali-Activated Pozzolans" and in the PCT application number PCT/EP2017/0783 (the "Assigned Work").

As a result of the assignment, the Assignee will be entitled to extend its rights to its Affiliates, in the terms and through the instruments considered convenient by the Assignee but always complying with all the conditions of this Agreement. The Assignee will respond for its Affiliates to McGill as if such Affiliates were an original party to this Agreement.

McGill hereby waives, for itself and on behalf of its heirs, estate, representatives, successors and assigns, any and all rights it might otherwise have that would entitle McGill to any type of consideration for the Assigned Work beyond that provided for in this Assignment. Any improvement patent(s) and know-how developed by the Assignee to the Assigned Work are

exclusive properties of the Assignee and may be exploited by the Assignee without any additional financial consideration being payable to McGill.

Notwithstanding the above, if any new intellectual property, developed by Mark Lefsrud and Yasmeen Hitti at McGill University related to the Assigned Work is reported to McGill via a Report of Invention ("New Intellectual Property") McGill agrees, provided no third party has any rights to the New Intellectual Property, to offer by way of assignment to the Assignee such New Intellectual Property on terms and conditions similar to those set out in Appendix "A". The Parties will have sixty (60) days after such offer to finalize the assignment, failing which McGill shall have no obligation to the Assignee with respect to such New Intellectual Property. Both Parties agree, if necessary, to complete any documentation to ensure such assignment of New Intellectual Property is properly recorded.

The Assigned Work may not be sold to a third party by Assignee without the prior written consent of McGill and provided that the third party agrees to be bound by the same term and conditions in this Agreement.

3 CONSIDERATION

In consideration for the rights granted hereunder, Assignee shall pay to McGill:

- 3.1 An annual, non-refundable minimum royalty as set forth in Appendix "A". The minimum annual royalty is due and payable on each anniversary date of the Agreement Effective Date starting the second year of commercialization and may be credited against any royalties due that year;
- 3.2 A royalty based on a percentage (%) of Net Revenues and payable as set forth in Appendix "A";
- 3.3 Assignee shall pay to McGill thirty-five percent (35%) of any Licensee, excluding the License granted by Assignee to its Affiliates, up-front fee or other such consideration paid by each Licensee of this Agreement. Any non-cash consideration received by the Assignee from Licensee shall be valued at its fair market value as of the date of receipt.
- 3.4 On sales of products resulting from the Assigned Work by Assignee to Licensee or on sales made in other than arm's-length transactions, the value of the Net Revenues attributed under this Section to such a transaction shall be that which would have been received in an arm's-length transaction, based on a like transaction at that time.
- 3.5 Unless otherwise provided herein, all payments required under this Agreement shall be payable within thirty (30) days of the due date. Payments past due shall bear interest at the rate of one and one-half percent (1 ½%) per month

compounded, or the maximum interest rate allowed by applicable law, whichever is less.

- 3.6 All dollar amounts referred to in this Agreement are expressed in Canadian dollars. All payments to McGill under this Agreement shall be made in Canadian dollars by cheque payable to "McGill University". If Assignee receives amounts payable to McGill in currency other than Canadian dollars, the revenues shall be converted into Canadian dollars at the conversion rate for the foreign currency as published by the Bank of Canada as of the last business day of the applicable calendar quarter.

4 REPORTS

- 4.1 Assignee shall deliver to McGill within thirty (30) days after the end of each calendar year or such other period as otherwise defined in Appendix "A", a written report certified by the chief financial officer of Assignee, setting forth the calculation of royalties due to McGill for such period, including the following data as related to this Agreement without limitation:
- (a) Net Revenues listed by country.
 - (b) All income derived from licenses of the Assigned Product, including one time fees, special entry fees or equity granted in consideration of licenses or other in-kind benefits.
 - (c) Royalties obtained from the Assigned Product, from any source and minimum royalties.
 - (d) Gross revenue amounts, including sales price or fees, revenues, or monies invoiced, billed, or received for all products resulting from the Assigned Work.
 - (e) Qualifying costs, by category of cost, as defined in Section 1.3 and used to calculate Net Revenues.
 - (f) Number or quantity of products sold resulting from the Assigned Work, listed by country.
 - (g) Royalties credited against minimum royalty payment or if applicable minimum annual royalty payment
 - (h) A nil report if applicable.

The Parties agree that Assignee shall keep and cause its Licensee to keep at their own expense, accurate books of accounts, using generally accepted and applicable accounting principles, detailing all data necessary to calculate any payment due to McGill under this

Agreement. In case that McGill requires any clarification related to the Reports, the Parties will mutually arrange a meeting to be held at the office of the Assignee in Switzerland. The Assignee will exhibit to McGill the necessary documents to support the information contained in the Reports. If the payment is less than what is required under this Agreement, Assignee shall promptly pay the additional amount due with accrued interest on the difference, and McGill costs for this meeting will be shared between Assignee and McGill. Any overpayment amount shall be credited against payments due to McGill in the following year.

- 4.2 Assignee shall provide to McGill, within one (1) month of release, a copy of the annual report of the company, if any, including its audited financial statement.

5 TERM AND TERMINATION

5.1 TERM OF THE AGREEMENT

The term of this Agreement shall commence on the Effective Date and shall terminate upon the last to expire or become abandoned of patent(s) related to the Assigned Work, whether by statute or otherwise, unless it earlier terminates by operation of law or by acts of the parties in accordance with the terms of this Agreement.

5.2 TERMINATION BY ASSIGNEE

Assignee may, after this Agreement has been in effect for two (2) years, upon sixty (60) days written notice to McGill, terminate this Agreement by doing all of the following:

- 5.2.1 Ceasing to make, have made, use, import, sell and offer for sale all Assigned Products, except for liquidation of inventory which shall be subject to the terms of this Agreement; and,
- 5.2.2 Paying all amounts due as well as all non-cancelable costs to McGill through the termination date under this Agreement; and
- 5.2.3 Submitting a final report of the type described in Section 4; and,
- 5.2.4 Returning any Confidential Information provided by McGill.
- 5.2.5 Assigning the Assigned Work to McGill.

5.3 TERMINATION BY MCGILL

McGill may terminate this Agreement if any of the following events of default occur:

5.3.1 Assignee is more than ninety (90) days late in paying to McGill any royalties, expenses or any other monies due under this Agreement and Assignee does not pay McGill in full upon demand;

In the case of termination by McGill, Assignee shall assign the Assigned Work to McGill.

6 PATENT PAYMENT AND MAINTENANCE

Matters related to patent preparation, prosecution and maintenance of the patent relating to the Assigned Work shall be the responsibility of the Assignee. It is expected that McGill will have no charges incurred.

7 DISCLAIMER OF WARRANTIES

7.1 MERCHANTABILITY OF ASSIGNED PRODUCT(S)

The Assigned Work and all other technology assigned under this Agreement are provided on an "as is" basis.

7.2 McGill makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever with respect to the use, sale, or other disposition by Assignee, its Affiliates and Licensee, or their vendees or other transferees of any product or service incorporating or made by use of the Assigned Work or any technology assigned hereunder. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Assigned Work or any technology assigned hereunder will not infringe any patent, copyright, trademark, service mark, or other proprietary rights of others. McGill shall not be liable to Assignee, its Affiliates or Licensees or their respective successors or assigns or any third party with respect to: any claim arising from use of the Assigned Work, technical information, or any technology licensed under this Agreement or from the manufacture, use or sale of Assigned Work; or any claim for loss of profits, loss or interruption of business, or for indirect, special or consequential damages of any kind.

7.3 Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed as:

- (a) A warranty or representation by McGill as to rights in any technology or the validity or scope of any of the Assigned Work;
- (b) An obligation to furnish any technology not specifically agreed to in this Agreement, to bring or prosecute actions or suits against third parties for infringement or to provide any services other than those specified in this Agreement

8 INDEMNIFICATION

Assignee shall indemnify, defend and hold McGill, its employees, students, officers, agents, Affiliates, and representatives harmless from and against any and all liability, demands damages losses, and expenses (including attorney fees), for death, personal injury, illness, property damage, non-compliance with applicable laws and any other claim, proceeding, demand, expense and liability of any kind whatsoever in connection with or arising out of:

- (a) the use by or on behalf of Assignee, Licensee, Affiliates, directors, officers, employees, or third parties of any Assigned Product(s) or of any technology licensed hereunder;
- (b) the design, development, use, manufacture, distribution, advertisement, sale, or other disposition of any Licensed Assigned Product(s) or materials by Assignee, or other products or processes developed in connection with or arising out of the Assigned Work Licensed Patent(s); or
- (c) any right or obligation of Assignee, its Affiliates or Licensee under this Agreement

9 GENERAL PROVISIONS

9.1 RESERVED RIGHTS TO MCGILL

McGill reserves the right to use the Assigned Work for its own academic teaching, research, and education purposes (which excludes commercial exploitations). Assignee hereby grants to McGill an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use the Assigned Work for its own teaching, research and education purposes, including in collaboration with other institutions. McGill shall provide to the Assignee a copy of any planned disclosure (the "Notice") related to the Assigned Work when said planned disclosure is submitted for publication or thirty (30) days in advance of the date of disclosure (the "Notice Period"). If Assignee determine that the disclosure contains Assignee's Confidential Information and so notifies McGill within twenty (20) days of receipt of the Notice, the Parties shall use the remainder of the Notice Period to negotiate in good faith the protection of Assignee's Confidential Information or to allow patent applications to be filed, if required. In the event the twenty (20) day period elapses without any notification from the Assignee, McGill shall be free to make the disclosure. If the planned disclosure is a thesis, proper arrangements for confidentiality will be made to allow the timely defense of the thesis.

9.2 DISPUTE RESOLUTION AND ARBITRATION

In the event of any dispute arising out of or relating to this Agreement, the affected party shall promptly notify the other party ("Notice Date"), and the

parties shall attempt in good faith to resolve the matter. Any disputes not so resolved shall be referred to senior executives, who shall meet at a mutually acceptable time and location within thirty (30) days of the Notice Date and shall attempt to negotiate a settlement. If the senior executives fail to meet within thirty (30) days of the Notice Date, or if the matter remains unresolved for a period of sixty (60) days after the Notice Date, the parties hereby irrevocably agree to submit the matter to arbitration in accordance with the provisions of sections 620 to 655 of the Code of Civil Procedure of the province of Quebec.

9.3 ENTIRE AGREEMENT

The terms and promises contained in this Agreement constitutes the entire agreement and understanding between the Parties and shall supersede all previous communications, representations, agreements or understandings either oral or written, between the Parties hereto with respect to Assigned Work and no agreement or understanding varying or extending this Agreement will be binding upon either Party hereto, unless in writing. However, the parties state that all the provisions of the Collaboration Agreement dated April 15, 2016 will remain in full force.

9.4 FORCE MAJEURE

Neither McGill nor Assignee shall be in default under the terms of this Agreement as a result of failure or delay in performance provided such delay or failure is caused by events that are beyond the reasonable control of a Party. Causes deemed to be beyond the control of the parties shall include, but not be limited to, revolutions, civil disobedience, fires, acts of God, war, embargoes, strikes or other labour disputes, laws, governmental, administrative or judicial orders, proclamations, regulations, ordinances, demands, or requirements.

9.5 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the province of Québec and the laws of Canada applicable therein.

9.6 HEADINGS

The section and subsection headings used in this Agreement are to be used only for convenience and reference. Such titles and headings shall not define or limit the scope of sections or subsections of this Agreement, and shall not affect the construction or interpretation of any of such sections or subsections.

9.7 INDEPENDENCE OF THE PARTIES

McGill and Assignee are independent entities engaged in independent businesses,

and neither Party nor any agent or employee of either Party shall be regarded as an agent or employee of the other. Nothing herein shall be construed as reserving to either Party the right to control the other in the conduct of its employees or business, nor shall either Party have the authority to make any promise guarantee, warranty or representation which will create any obligation or liability whatsoever, whether express or implied, on behalf of the other. McGill and Assignee are not joint venturers or partners.

9.8 NOTICES

All notices, reports, payments, requests, consents, demands, and other communications between McGill and Assignee pertaining to this Agreement, shall be in writing and shall be deemed duly given and effective (a) when actually received by mail or personal delivery or e-mail, or (b) when mailed by prepaid registered or certified mail to the receiving Party at the address set forth below, or to such other address as may be later designated by written notice by either Party.

McGill's Notification Address:
Office of the Vice-Principal
(Research and Innovation)

Assignee Notification Address:
CEMEX Research Group AG
Römerstrasse 13, 2555 Brugg-b-Biel, Switzerland
Tel: +41 32 366 7875 mobile: +41 79 3599082 cxnet:
804107875

McGill University
845 Sherbrooke Street, West,
James Administration Building Room 429,
Montreal, Quebec, H3A 0G4, Canada
Attn: Technology Transfer Managers
Office of Innovation and Partnerships

Attn: Dr. Thierry Sperisen
Managing Director CEMEX Research Group
Corporate Intellectual Property & Intangible Assets
Global R&D and Intellectual Property Management

e-mail: david.nguyen2@mcgill.ca

e-mail: thierry.sperisen@cemex.com

9.9 SEVERABILITY

The provisions of this Agreement are severable, and should any provision(s) of this Agreement be determined by agreement of the Parties or by a court of competent jurisdiction, to be illegal, invalid or unenforceable, the parties and the court shall have the right to strike the provision(s) or modify the provision(s) within the original intent of the parties, to make the provision valid and enforceable. All other provisions of this Agreement shall remain in full force and effect

9.10 USE OF NAME AND TRADEMARKS

Neither Party shall, without prior written consent of the other Party, use such other Party's name or trademarks or any adaptations. Neither Party will publicly disclose the nature or commercial terms of the Agreement without prior written consent by the other Party. Any press release or public statement concerning the Agreement will be pre-approved both parties in writing before release.

9.11 WAIVER OF RIGHTS

In order to be effective, any waiver, by either Party, of any right under this Agreement, must be in writing and signed by an authorised representative of the Party making the waiver. Failure of McGill or Assignee to enforce a right or strict performance under this Agreement shall not be deemed to prevent McGill or Assignee from subsequently asserting or exercising any right or from requiring strict performance. Waiver or failure to enforce shall not affect the validity of this Agreement.

9.12 NO RELATIONSHIP

This Agreement does not establish a joint venture, agency or partnership between the parties, nor created an employer-employee relationship.

9.13 EXTENDED OPERATION

This Agreement shall be binding upon the parties, their heirs, agents, successors and permitted assigns.

9.14 PARTIAL INVALIDITY

If any provision of this Agreement or the application of it to any person or circumstances is held to be invalid or unenforceable, the remainder of this Agreement or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected.

9.15 SURVIVAL


The provisions of Sections 4 – Reports, 6-Patent Payment and Maintenance, 7-Disclaimer of Warranties, 8- Indemnification, and any other provision of this Agreement that by its nature is intended to survive shall survive any termination or expiration of this Agreement.

9.16 LANGUAGE OF THIS AGREEMENT

This Agreement is drawn up in English at the request of the parties. Le présent contrat est rédigé en anglais à la demande des parties.

Signed in Montréal, Province of Québec, Canada.

**The Royal Institution for the Advancement of
Learning/McGill University**


Office of Innovation and Partnerships

May 17/19
Date

Karen Kinsella
Witness

CEMEX RESEARCH GROUP AG.

Dr. Thierry Sperisen
Managing Director

May 20th 2019
Date

[Signature]
Witness

APPENDIX "A"
TERMS

Minimum Annual Royalty	Assignee shall pay McGill an annual minimum royalty fee in the amount of one thousand dollars (\$1000). The minimum annual royalty is due and payable from the second year of commercialization and is due on each anniversary of the Effective Date thereafter.
Royalties	<p>Beginning on the date of the first commercial sale, Assignee shall pay McGill royalties of three percent (3%) on Net Revenues from the sale, transfer, or service of the Assigned Product(s) whether by Assignee, its Affiliates or a Licensee in those countries where there is an issued patent related to the Assigned Work.</p> <p>This royalty structure applies to sales of the Assigned Product(s) by the Assignee and its Affiliates or Licensee and this royalty rate will also apply to any additional sales of products based on new intellectual property developed by McGill and assigned to Assignee in a separate assignment agreement.</p>
Licensee Fees to 3rd non-related parties	Assignee shall pay to McGill thirty five percent (35%) of any Licensee up-front fee or any other consideration paid by each arm's length Licensee of this Agreement. Any non-cash consideration received by the Assignee from such Licensee shall be valued at its fair market value as of the date of receipt and the terms of payment of same to McGill by Assignee shall be negotiated promptly and in good faith.