

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6840502

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELATIONSHIP AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSITY OF ALBERTA	09/03/2015
RECEIVING PARTY DATA		
Name:	DARREN FREED	
Street Address:	2D4.34 WMC, 8440-112 STREET	
City:	EDMONTON	
State/Country:	CANADA	
Postal Code:	T6G 2B7	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17372211	
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>		
Phone:	4165935514	
Email:	usptomailtoronto@smartbiggar.ca	
Correspondent Name:	SMART & BIGGAR LLP	
Address Line 1:	1100-150 YORK ST	
Address Line 2:	ATTN: JAMES PAN / BECKY WONG	
Address Line 4:	TORONTO, ONTARIO M5H 3S5	
ATTORNEY DOCKET NUMBER:	0096280-21C	
NAME OF SUBMITTER:	BECKY WONG	
SIGNATURE:	/Becky Wong/	
DATE SIGNED:	07/30/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 13		
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page1.tif		
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page2.tif		
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page3.tif		
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page4.tif		

source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page5.tif
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page6.tif
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page7.tif
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page8.tif
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page9.tif
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page10.tif
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page11.tif
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page12.tif
source=96280_21_US15533690_Relationship_Agreement_(redacted for recordal)#page13.tif

THIS RELATIONSHIP AGREEMENT MADE AS OF THE 3rd day of September, 2015.

BY AND BETWEEN:

The Governors of the University of Alberta
(hereinunder referred to as "UNIVERSITY")

AND:

Dr. Darren Freed
of the City of Edmonton,
in the Province of Alberta (hereinunder referred to as "**Dr. Freed**")

AND:

Tevosol, Inc.
a corporation incorporated under the laws
of the Province of Alberta and having a place
of business in the City of Edmonton, in the
Province of Alberta
(hereinunder referred to as "**Tevosol**")

WHEREAS:

- A. Dr. Freed is an Associate Professor in the Department of Surgery in the Faculty of Medicine and Dentistry at the UNIVERSITY and as such is involved in research relating to ex vivo organ perfusion;
- B. Dr. Freed is a shareholder in Tevosol, the business of which is focused on the development and commercialization of devices for organ preservation and rejuvenation;
- C. Dr. Freed and Tevosol have agreed to the involvement of the UNIVERSITY with Tevosol and acknowledge both the tangible and the intangible benefits which may result from this relationship;
- D. The UNIVERSITY, in contributing to the educational and cultural advancement of the people at large in the Province of Alberta, has as a goal determined to undertake, nurture, and promote the growth of projects to further the creation, discovery, and dissemination of knowledge and has agreed to enter into this Agreement with Tevosol in order to pursue the UNIVERSITY's aforesaid goal and in order to facilitate the business endeavors of Dr. Freed and Tevosol.
- E. This Agreement ensures the full disclosure to the UNIVERSITY of the relationship between Dr. Freed and Tevosol and of any intellectual property developed, invented or created by Dr. Freed at the UNIVERSITY that is transferred and/or licensed to Dr. Freed or Tevosol.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, EACH OF THE PARTIES HERETO COVENANTS AND AGREES WITH EACH OF THE OTHER PARTIES AS FOLLOWS:

ARTICLE I GENERAL

1.01 Definitions

In this Agreement, unless a contrary intention appears, the following words and phrases shall mean the following:

- (a) **"Agreement"** means the whole of this Relationship Agreement (which includes any attached schedules) and not any particular Article or Section or portion hereof, unless the context is expressly to the contrary;
- (b) **"Dr. Freed"** means Darren Freed, MD, Ph.D.;
- (c) **"Tevosol"** means Tevosol Inc., a corporation incorporated pursuant to the *Canada Business Corporations Act*.
- (d) **"Inventor"** has the meaning attributed to that word in the University Patent Policy in place from time to time;
- (e) **"PIP"** means patentable intellectual property, which is the meaning attributed to such term in the University Patent Policy in place from time to time;
- (f) **"Technology"** means the intellectual property described in Schedule "B" hereto and any and all materials, knowledge, know-how and techniques developed, invented or created relating thereto;
- (g) **"UNIVERSITY"** means The Governors of the University of Alberta, a body corporate under the Universities Act (Alberta);
- (h) **"University Copyright Regulations"** means the copyright regulations of the UNIVERSITY which are identified as such in the then applicable Association of Academic Staff – University of Alberta (AASUA) Agreement;
- (i) **"University Patent Policy"** means the patent policy of the UNIVERSITY which is identified as such in the then applicable Association of Academic Staff – University of Alberta (AASUA) Agreement.

1.02 Number and Gender

Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa and words importing persons shall include firms and corporations and vice versa.

1.03 Heading and Divisions

The division of this Agreement into Articles and Sections and the headings of any Articles and Sections and the table of contents, if any, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.04 Applicable Law

This Agreement shall be governed by the laws in force in the Province of Alberta.

1.05 Schedules

The Schedules mentioned in this Section 1.05 and attached hereto form part hereof:

Schedule "A" – Term Sheet

Schedule "B" – Technology

1.06 Assignment

The rights of each of the parties in and to this Agreement are personal to such party and shall not be assigned or transferred.

1.07 Whole Agreement

This Agreement and any agreement made among the parties in accordance with the terms hereof constitute the only agreements among the parties relating to the transaction contemplated herein and supersede and replace all earlier agreements, including the Term Sheet executed by Dr. Freed, Tevosol and the UNIVERSITY effective 03 September 2015, a copy of which is annexed hereto and marked as Schedule "A".

1.08 Survival of Covenants

The terms and provisions, covenants and conditions contained in this Agreement which by the terms hereof require their performance by the parties hereto after the expiration or termination of this Agreement shall be and remain in force notwithstanding such expiration or other termination of this Agreement for any reasons whatsoever.

1.09 Non-Waiver

No condoning, excusing or overlooking by any party of any default, breach or non-observance by any other party at any time or times in respect of any covenants, provisos, or conditions of this Agreement shall operate as a waiver of such party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance, so as to defeat in any way the rights of such party in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by such party, save only an express waiver in writing. No exercise of a specific right or remedy by any party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

1.10 Severability

In the event that any part, section, clause, paragraph or subparagraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise violable or unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

1.11 Notices

All payments, reports and notices or other documents that any of the parties hereto are required or may desire to deliver to any other party hereto may be delivered only by personal delivery or by registered or certified mail, or telecopy, all postage and other charges prepaid, at the following addresses:

UNIVERSITY:

TEC Edmonton
 4000, 10230 Jasper Ave
 Edmonton, Alberta, T5J 4P6
 Attention: CEO
 Fax: (780) 492-7876

TEVOSOL:

Tevosol, Inc.
 2900, 10180 – 101 Street
 Edmonton, AB T5J 3V5
 Attn: Nels Freed, Chief Operating Officer

 Email: nels.freed@tevosol.com

DR. FREED:

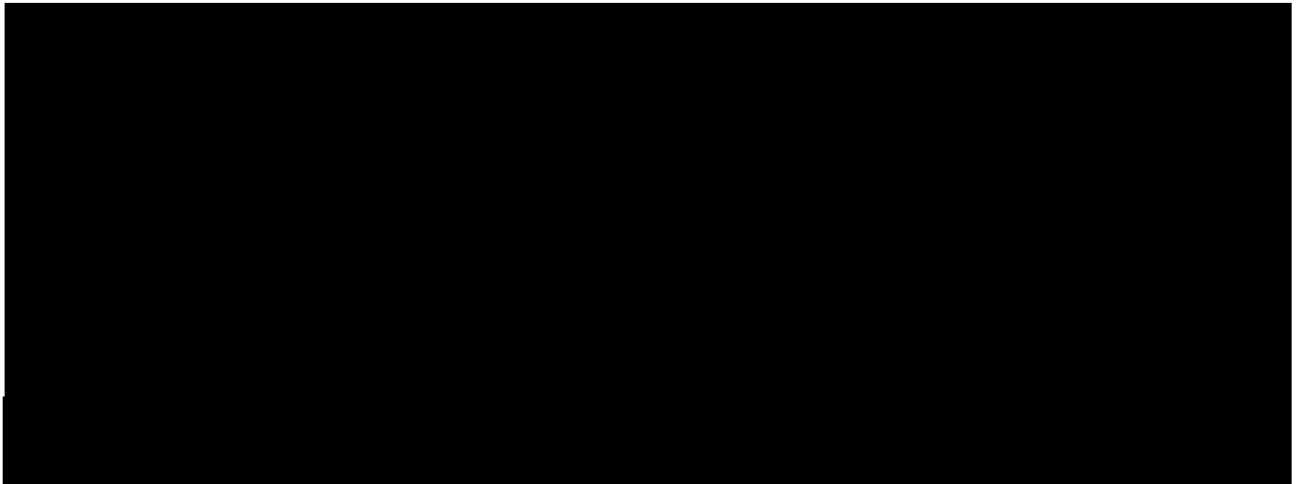
2D4.34 WMC
 Department of Surgery
 Faculty of Medicine and Dentistry
 University of Alberta
 Fax: 780.407.3672

Any notice personally delivered or sent by telex or telecopy shall be deemed to have been given or received at the time of delivery telecopying. Any notice mailed as aforesaid shall be deemed to have been received on the expiration of five (5) days after it is posted, provided that in the event of a disruption in postal service, notices shall be delivered by alternative means.

1.12 Time of the Essence

Time is of the essence of this Agreement.

**ARTICLE II
 CORPORATE STRUCTURE**



**ARTICLE III
ROYALTY AGREEMENT**

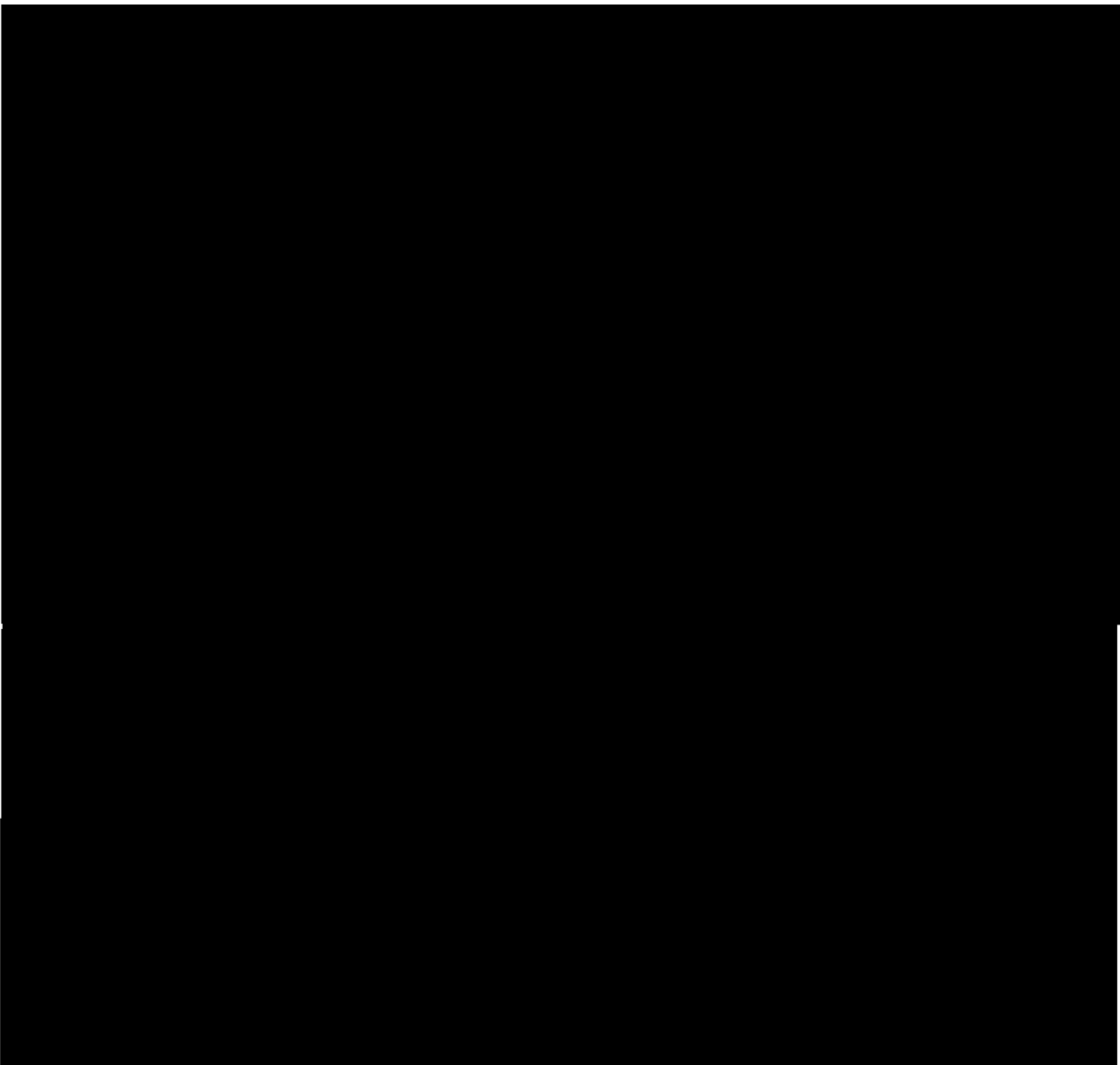
3.01 Royalty Agreement

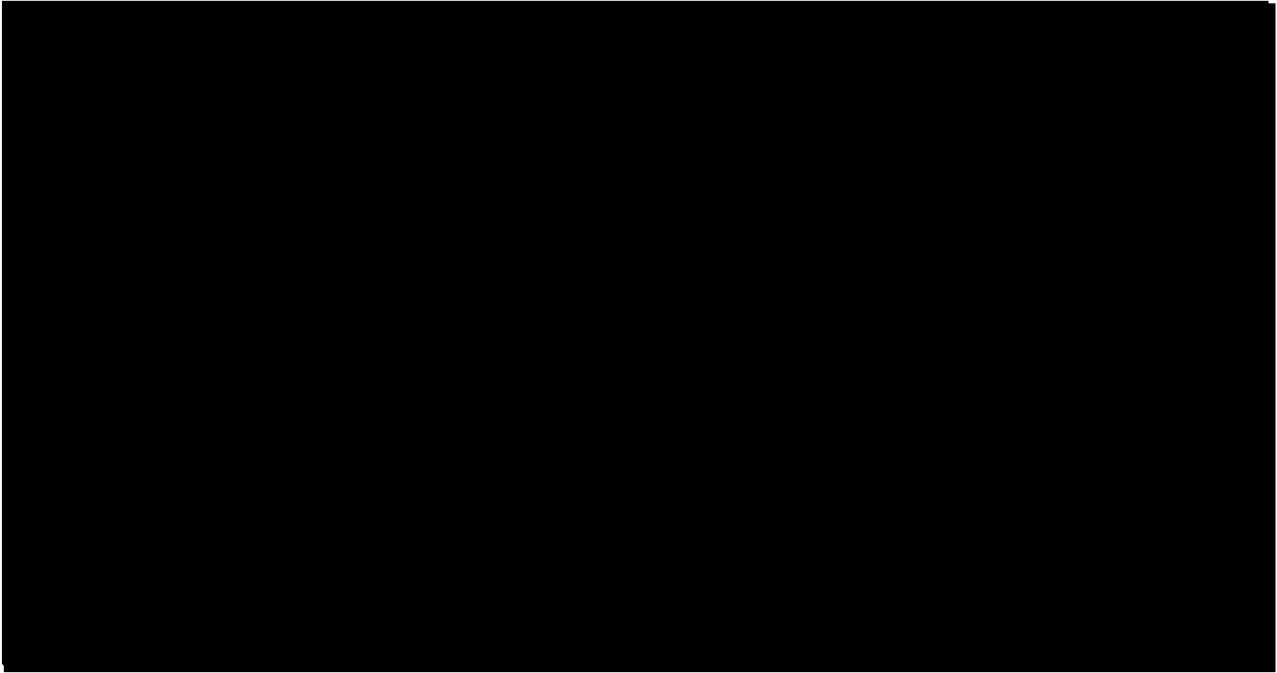
Each of the UNIVERSITY and Tevosol covenants and agrees with the other that it will concurrently with the execution and delivery of this Agreement, execute and deliver to the other a royalty agreement whereby the UNIVERSITY agrees to:

- (i) the transfer of the Technology to Dr. Freed; and
- (ii) the subsequent licensing of the Technology from Dr. Freed to Tevosol,

with the items in sections 3.01(i) and 3.01(ii) above, serving as consideration for the payment of royalties and other consideration to the UNIVERSITY.

**ARTICLE IV
SEPARATE RESEARCH**





4.03 Transfer of Technology

Each of the parties hereto acknowledges to each of the others that the UNIVERSITY has approved of the transfer to Dr. Freed of only the Technology. Any transfer or licesning to Tevosol of other technologies, Inventions, research projects or proposals initiated or conceived by Dr. Freed must be made on an individual basis, from time to time, only with specific approval in writing by the UNIVERSITY (which approval may not be unreasonably withheld). Except for the Technology, no approval shall be granted by the UNIVERSITY for a transfer to Dr. Freed or Tevosol of any Invention or copyright works unless specifically approved in writing by the UNIVERSITY, and accordingly the UNIVERSITY may require Dr. Freed or Tevosol to provide evidence to the UNIVERSITY that the subject matter of the requested transfer is not in breach of this clause; provided that such request shall not include requests for opinions of patent agents which if required by the UNIVERSITY shall be obtained by the UNIVERSITY at its sole cost and expense.

ARTICLE V RELATIONSHIP OF PARTIES



**ARTICLE VI
INDEMNIFICATION**

(continued on the next page)

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement at the date set forth above.

**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

Per: _____
Dr. Lorne Babiuk, Vice President, Research

for Per: Jayant Kumar
Chris Lamb, CEO, TEC Edmonton

Acknowledgement

Per: _____
Dean, Faculty of Medicine and Dentistry

Per: _____
Chair, Department of Surgery

TEVOSOL, INC.

Per: _____
CEO, Kevin Ens

INVENTOR

Dr. Darren Freed

Witness

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement at the date set forth above.

**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

Per: _____
Dr. Lorne Babiuk, Vice President, Research

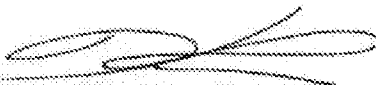
Per: _____
Chris Lumb, CEO, TEC Edmonton

Acknowledgement


Per: _____
Dean, Faculty of Medicine and Dentistry

Per: _____
Chair, Department of Surgery

TEVOSOL, INC.

Per:  _____
CEO, Kevin Ens

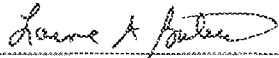
INVENTOR


 _____
Dr. Darren Freed

Witness


IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement at the date set forth above.

**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

Per: 
Dr. Lorne Babiuk, Vice President, Research

Per: 
Chris Bambi, CEO, TEC Edmonton

Acknowledgement

Per:  M.D.
Dean, Faculty of Medicine and Dentistry

Per: 
Chair, Department of Surgery

TEVOSOL, INC.

Per: _____
CEO, Kevin Ens

INVENTOR

Dr. Darren Freed

Witness

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement at the date set forth above.

**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

Per: _____
Dr. Lorne Babiuk, Vice President, Research

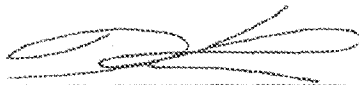
Per: _____
Chris Lumb, CEO, TEC Edmonton

Acknowledgement

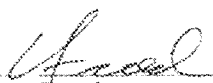
Per: _____
Dean, Faculty of Medicine and Dentistry

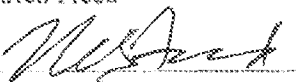
Per: _____
Chair, Department of Surgery

TEVOSOL, INC.

Per: 
CEO, Kevin Ens

INVENTOR


Dr. Darren Freed


Witness

SCHEDULE "A"

Term Sheet

The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the Patent Office.

Done at Washington, D.C.

SCHEDULE "B"

Technology

For the purposes of this Relationship Agreement, the term "**Technology**" means University of Alberta Technology ID# 2014-083 "Systems and Methods for Perfusing and Testing Organs for Transplantation" including US provisional patent application 62/090,984 and any and all corresponding patents or patent applications related thereto, including any divisionals, continuations, continuations-in-part, extensions and reissue applications, term restorations, and renewals.