507566777 10/27/2022

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LAUREN E. FLYNN	10/26/2022

RECEIVING PARTY DATA

Name:	THE UNIVERSITY OF WESTERN ONTARIO
Street Address:	C/O WORLDISCOVERIES,
Internal Address:	105-100 COLLIP CIRCLE
City:	LONDON, ON
State/Country:	CANADA
Postal Code:	N6G 4X8

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	9034386
Patent Number:	10500308

CORRESPONDENCE DATA

Fax Number: (613)533-6853

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.

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Email: nancy.mcintyre@queensu.ca

Correspondent Name: NANCY MCINTYRE
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ATTORNEY DOCKET NUMBER:	2008-087-02US, 11US	
NAME OF SUBMITTER:	NANCY MCINTYRE	
SIGNATURE:	/Nancy McIntyre/	
DATE SIGNED:	10/27/2022	

Total Attachments: 4

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PATENT 507566777 REEL: 061562 FRAME: 0291

ASSIGNMENT & CONFIDENTIALITY AGREEMENT

made as of and with effect from October 21, 2022

between:

Lauren E. Flynn whose full post office address is 868 Hellmuth Ave., London, ON N6A 3T8 & (hereinafter referred to individually as an "Inventor" and collectively as the "Inventors")

and

The University of Western Ontario

(hereinafter referred to as "Western") c/o WORLDiscoveries, 105-100 Collip Circle, London, ON N6G 4X8

WHEREAS the Inventor represents to Western that they have identified all of the creators of the technology in the Report of Inventions entitled:

Decellularized Adipose Tissue (hereinafter referred to as the "Inventions"), and recorded in the office of WORLDiscoveries® at Western as Tech IDs W-23-026 and W-23-027;

AND WHEREAS the Inventor wishes to assign all of their legal and particular interests with respect to all patent filings included in the attached Schedule A hereto (collectively the "Patents");

AND WHEREAS the Inventor is prepared to assign to Western all of their right, title and interest in and to the Inventions and the Patents to Western subject to the terms and conditions of this Agreement;

AND WHEREAS Western is prepared to accept an assignment of the Inventions and the Patents with the understanding that the Inventor further acknowledges that Western relies on such aforementioned representations for the purposes of entering into this Agreement;

NOW THEREFORE, in consideration of the undertakings of the parties set out below and the payment of Five Dollars (\$5.00), each to the other, the parties agree as follows:

- 1. The Inventor:
- a. hereby sells, assigns and transfers to Western, its successors and assigns, her entire and exclusive right, title and interest throughout the world in and to the Inventions and the Patents, which for the purposes hereof, includes any improvements thereto, as well as any patents, patent applications, copyright and other intellectual property rights in and to the Invention and the Patents, including the right to file priority applications in order to obtain or secure patents or divisions which may be granted and issued therefore or any other intellectual property rights in any part of the world;

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- (b) waives her moral rights to the Invention under Section 14.1 of the Copyright Act (which are acknowledged to include the right to the integrity of the Inventions and the right to be associated with the Inventions as an author by name or under a pseudonym, the right to remain anonymous when any translation with respect to the Inventions are produced, performed or published), provided that this waiver shall not prevent such Inventor from being associated with the Inventions by name for academic purposes;
- (c) agrees to treat as confidential and not to disclose to any person, firm, corporation or other entity, or use for any purpose other than related to this Agreement, any confidential information related to, provided with or created in association with the Inventions and the Patents, upon request therefore, to return to Western all copies of all documents containing confidential information that are in her possession or under her control, provided that the Inventor shall be entitled to retain for her own archival purposes a copy of such confidential information.
 - 2. The Inventor further agrees, upon the request of Western, to supply to Western all reasonably required information relating to the Inventions and the Patents, and to sign all such further documents as may reasonably be required to give effect to this Agreement including any documents required to obtain or secure patents or other intellectual property rights.
 - 3. The Inventor warrants and represents that to the best of her knowledge, no other person or entity not identified in the Report of Inventions has any rights in relation to the Inventions and the Patents, and that she is not aware of any reason which would preclude her from executing this Agreement.
 - 4. The Inventor further acknowledge that she has read and understands the above terms and conditions and that she has had full opportunity to seek independent legal and professional advice as to their effect.
 - 5. Western agrees to treat any future revenues it receives which are attributable to the Inventions and the Patents in a manner consistent with the Collective Agreement between Western and The University of Western Ontario Faculty Association, which was ratified by Western on July 1, 2018, as such agreement may be amended or supplemented from time to time and, as appropriate, in accordance with any revenue sharing arrangement made between the Inventors.
 - 6. This Agreement and any amendment thereto may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute but one document. Subject to any applicable local law requirements, the parties agree that this Agreement and any amendments hereto may be executed by electronic signature, which will be binding between the parties as if handwritten. Any modifications or amendments

PATENT REEL: 061562 FRAME: 0293 to this Agreement must be in writing and physically or electronically signed by both parties.

The parties have executed this Agreement as indicated by their signatures below.

Lawren E. Flynn

Oct 26, 2022 | 2:49 PM EDT

Date: ____

THE UNIVERSITY OF WESTERN ONTARIO

By: Sowyan armstrong oct 26, 2022 | 3:04 PM EDT

Souzan Armstrong

Executive Director, WORLDiscoveries®

I have authority to bind the University.

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Schedule A (the "Patents")

United States Patent No. 9,034,386 issued on May 19, 2015

United States Patent No. 10,500,308 issued on December 10, 2019

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RECORDED: 10/27/2022