

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8269250

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALBERTO DELMAS LASCORZ	12/16/2021
ANDREAS MOSHOVOS	12/16/2021
RECEIVING PARTY DATA	
Name:	THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
Street Address:	100 COLLEGE STREET, SUITE 413
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5G1L5
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	18153079
Application Number:	18467157
PCT Number:	CA2023050025
CORRESPONDENCE DATA	
Fax Number:	(416)907-3317
<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:	14164870099
Email:	office@bholeiplaw.com
Correspondent Name:	MARC LAMPERT
Address Line 1:	130 QUEENS QUAY E
Address Line 2:	WEST TOWER, SUITE 1214
Address Line 4:	TORONTO, CANADA M5A 0P6
ATTORNEY DOCKET NUMBER:	100-063
NAME OF SUBMITTER:	MARC LAMPERT
SIGNATURE:	/MARC LAMPERT/
DATE SIGNED:	11/09/2023
Total Attachments: 5	
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ASSIGNMENT TO THE UNIVERSITY FROM INVENTOR AND REVENUE SHARING AGREEMENT

This assignment and revenue sharing agreement (the "**Agreement**") is between, Andreas Moshovos, Alberto Delmas Lascorz, their respective heirs, executors, administrators and assigns (collectively, the "**Inventors**") and The Governing Council of the University of Toronto, its successors and assigns (collectively, the "**University**").

WHEREAS, the Inventors have created certain intellectual property entitled "**APACK: Arithmetic Coding and Offset Data Compression/Decompression for Machine Learning Networks**" (Disclosure No 10004193) as more particularly described in the disclosure form attached as Appendix 1 (the "**Invention**");

AND WHEREAS, the University and the Inventors jointly own the Invention under the University's *Inventions Policy* (the "**Policy**", including any successor policy thereto);

AND WHEREAS, the Inventors have offered and the University has accepted responsibility for the legal protection and/or commercialization of the Invention;

AND WHEREAS, the Inventors wish to assign their interest in the Invention to the University;

AND WHEREAS, with the Inventors' knowledge, the University may enter into an agreement with a non-academic third party to assist the University with the legal protection and/or the commercialization of the Invention (the "**Commercialization Agent**");

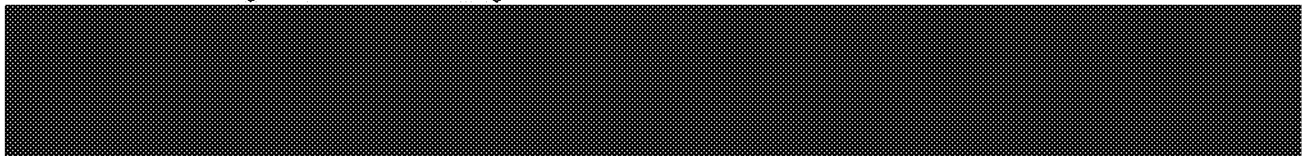
NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:


1. **Definitions.** In addition to any terms defined above, in this Agreement:

- (a) "**Commercialization Costs**" means (i) legal and other fees incurred directly by the University in the process of establishing and maintaining the legal protection of rights in the Invention, if any; and (ii) all sums recoverable by or payable to a Commercialization Agent, if any;
- (b) "**Management Fee**" means a fee for services provided by the University in connection with its commercialization of the Invention; and,
- (c) "**Net Revenue**" means the royalty, licensing and other income or equivalent financial return from the assignment or licensing of the rights in the Invention, less any Commercialization Costs.

2. **Assignment.** The Inventors hereby assign to the University 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 Inventors now have or may in the future have in the Invention, including, without limitation, the right to apply for patents in

Canada, the United States of America and any other country, the right to claim priority to any such patent application, and to all related applications and patents thereon filed by the inventors or the University, including the benefit of any right of priority provided by the International Convention for the Protection of Industrial Property, and the benefit of any right of priority provided by any convention or treaty under domestic or foreign law, the right to receive any letters patent that may be issued from any such applications and the right to sell, license or assign the invention or the rights thereto.



4. **Assistance.** The Inventors shall execute, acknowledge and deliver all such further assurances and do all such acts as may be necessary to carry out the intent and purpose of this Agreement, including without limitation, to execute powers of attorney and other documents required to maintain intellectual property protection of the invention, and shall review and provide comments with respect to such intellectual property protection as and when requested by the University.
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9. **Indemnity.** The University shall indemnify and save the Inventors harmless from and against any loss arising out of or pursuant to any claims or demands in connection with the Invention and all costs, damages and expenses (including reasonable legal fees) incurred by the Inventors in connection therewith, except to the extent caused by the breach of any obligations of the Inventors herein or of any representations or warranties given by the Inventors in the disclosure form attached as Appendix 1.

10. **Commercialization, Acknowledgement and Release.** The parties acknowledge and agree that the purpose of this Assignment is to enable the University, in its discretion to commercialize the Invention. The Inventors acknowledge and agree that the University, in its discretion, may enter into an agreement with a Commercialization Agent with prior notification provided to the Inventors. The Inventors acknowledge that, because of the speculative nature of the undertaking to commercialize the Invention, the University cannot guarantee that the results will meet the objectives sought.

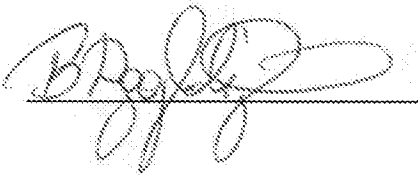
The Inventors may elect to collaborate with the University (or directly with the Commercialization Agent, if applicable) in the commercialization of the Invention (an "**Election**"). In the event of an Election, the University will use its best efforts to ensure that: (i) the Inventors are made a part of the any commercialization team that determines the commercialization strategy of the Invention; and (ii) the Inventors are consulted on any proposed agreement granting rights to a third party in the Invention.

Save and except for the right to enforce the terms contained in this Agreement, the Inventors release the University from any and all claims that the Inventors may now have or may in future have in respect of the Invention. Any disputes arising under this Agreement shall be resolved by the parties in accordance with the dispute resolution procedures set out in the Policy.

11. **Counterparts.** This Agreement may be executed by signatures delivered by facsimile transmission or delivered electronically in optically scanned form; and/or it may be simultaneously executed by the Inventors in multiple counterparts, each of which will be considered to be an original instrument, and all of which taken together, where each Inventor has executed at least one counterpart, will constitute one and the same instrument.

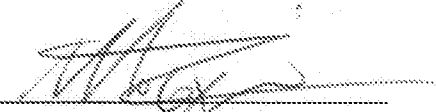
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Witness



VASILIKI DRAGANIDOU

Inventor



Andreas Moshovos

Alberto Delmas Lascorz


The Governing Council of the University of Toronto

Derek Newton
Assistant Vice-President, Innovation, Partnerships and
Entrepreneurship

Executed at Toronto, Ontario this _____ day of _____, 2021 (the "Effective Date")

Witness

Inventor



CARMEN LASCORZ

Andreas Moshovos



Alberto Delmas Lascorz

The Governing Council of the University of Toronto



Derek Newton

Assistant Vice-President, Innovation, Partnerships and
Entrepreneurship

Executed at Toronto, Ontario this 10th day of Dec., 2021 (the "Effective Date")