



Appendix B

Assignment of Invention and Priority Rights Template

FILE NO. _____

CANADA, U.S. AND WORLDWIDE

INVENTION & PRIORITY RIGHTS

INVENTORS TO COMPANY

ASSIGNMENT OF INVENTION AND PRIORITY RIGHTS

I/We, _____

(name and address of assignor(s))

in consideration of one Dollar (\$1.00) and other good and valuable consideration paid to me/us is hereby acknowledged, agree to assign and do hereby assign sell and assign to:

(name and address of assignee(s))

hereinafter called the Assignee, all my/our right, title and interest in and to any and all Intellectual Property Rights that are first created, conceived of and/or reduced to practice by me/us as a direct result of my/our participation in the Research Project “[insert title of Research Project” as detailed in Schedule “A” of the Research Service Agreement, dated [insert date of agreement], between the Loyalist College of Applied Arts & Technology and [insert name of “Provider”], where the Intellectual Property Rights are (i) inventions, innovations and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto; (ii) know-how, ideas, concepts, creations, compositions, protocols, formulas, processes, methods, and results of research and development; (iii) patents and patent applications; and (iv) trade secrets.

This assignment of Intellectual Property Rights shall extend to Canada, the United States of America and any and all other countries, states, regions and jurisdictions of the world without limitation, and shall include all my/our right, title and interest in and to any and all patents, divisional patents, continuation patents, reissue patents, substitute or replacement patents, patent extensions, and the like, and/or any and all published or unpublished patent or PCT or provisional applications for the invention or inventions of the Intellectual Property Rights, which have been or may be pursued, filed and/or obtained for the invention or inventions in any country of the world.

This assignment specifically authorizes the Assignee to file patent applications in any and all countries and regions of the world on any and all of the invention or inventions of the Intellectual Property Rights, or parts thereof, in my/our name(s) or in the name of the Assignee or otherwise as the Assignee may deem advisable, or as the laws or regulations of particular countries or regions may dictate.

This assignment includes, but is not limited to, the transfer of any and all priority rights as may arise or exist under any and all bilateral and multi-lateral, regional or worldwide agreements, treaties and conventions of any and all countries, states, regions and jurisdictions of the world, and/or under the laws of Canada or the United States permitting the claiming of priority from domestic Canadian or U.S. applications, and/or the priority rights originating from any other application or applications for the same invention or inventions of the Intellectual Property Rights, or parts thereof, that may generate priority rights claimed or claimable in Canada, the United States and elsewhere without limitation.

I/We hereby acknowledge that the aforesaid right, title and interest shall be held and enjoyed by the Assignee to the full end of the terms for which all patents therefor are granted, as fully and entirely as the same would have been held and enjoyed by me/us if this assignment had not been made, and I/we hereby agree to do all acts reasonably serving to assure that the aforesaid right, title and interest shall be so held and enjoyed by the Assignee, including but not limited to the authorization, completion and/or execution of documents required, including but not limited to confirmatory assignments, transfers, declarations, petitions, affidavits, statements (sworn or unsworn), and the like.

I/We further acknowledge that said right, title and interest are further transferable or assignable in whole or in part by the Assignee, at the Assignee's discretion and without let or hindrance from me/us, to any other party, to include, but not be limited to, an assign, successor, trustee or legal representative of said Assignee.

The undersigned assignor(s) also acknowledges that this assignment confirms and incorporates any earlier assignment or transfer of rights in the Intellectual Property Rights, if any, from the assignor(s) to the Assignee named herein, including but not limited to any oral, informal and/or implied assignment and any transfer resulting from any written, unwritten or implied employment agreement, contract of service, cooperative arrangement, legal obligation, or other transfer, but without any restriction or limitation of the rights granted to the Assignee under the other terms herein of this present document.

Date : _____
Witness: _____ (signature of assignor)
Address: _____ Name: _____

Date : _____
Witness: _____ (signature of assignor)
Address: _____ Name: _____

Date : _____
Witness: _____ (signature of assignor)
Address: _____ Name: _____

