

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|---------------------|
| Mount Sinai Hospital | | 03/19/2007 | CORPORATION: CANADA |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------|
| Name: | Thomson Canada Limited |
| Street Address: | 66 Wellington Street West |
| Internal Address: | TD Bank Tower |
| City: | Toronto, Ontario |
| State/Country: | CANADA |
| Postal Code: | M5K 1A1 |
| Entity Type: | CORPORATION: CANADA |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 78961838 | BIND |

CORRESPONDENCE DATA

Fax Number: (203)539-7774

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-539-8795

Email: Trademarks@Thomson.com

Correspondent Name: The Thomson Corporation

Address Line 1: 1 Station Place

Address Line 2: Paula Upson

Address Line 4: Stamford, CONNECTICUT 06902

DOMESTIC REPRESENTATIVE

Name: The Thomson Corporation

Address Line 1: 1 Station Place

Address Line 2: Edward A. Friedland

CH 78961838 \$40.00

900075407

TRADEMARK
REEL: 003530 FRAME: 0069

Address Line 4: Stamford, CONNECTICUT 06902

NAME OF SUBMITTER:

Paula K. Upson

Signature:

/pku/

Date:

04/26/2007

Total Attachments: 6

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Agreement to Assign Intellectual Property Rights

This Agreement is made effective the 19th day of March, 2007 (the "Effective Date") by and between **Unleashed Informatics Limited** having a principal place of business at 200 Elm Street, Suite 101, Toronto, Ontario, Canada M5T 1K4 ("Unleashed") and **Mount Sinai Hospital** having a principal place of business at 600 University Avenue, Toronto, Ontario, Canada M5G 1X5 ("MSH").

BACKGROUND

Whereas MSH and Unleashed entered into a license agreement effective March 1, 2006 pursuant to which MSH granted Unleashed a license to certain technology and intellectual property rights created by the Blueprint Initiative development team as part of the research program of Dr. Christopher Hogue at MSH's Samuel Lunenfeld Research Institute (the "License Agreement"); and

Whereas Thomson Canada Limited ("Thomson") proposes to purchase substantially all of the assets, property and undertaking of Unleashed relating to the business of Unleashed under the terms of an asset purchase agreement of even date herewith (the "Asset Purchase Agreement") and as a condition to such purchase desires to have MSH assign to Unleashed the technology and intellectual property licensed by MSH to Unleashed under the License Agreement (and as more fully provided herein), to enable Unleashed to assign said technology and intellectual property to Thomson and provide certain warranties and representations;

Therefore, Unleashed and MSH hereby agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 The term "Assigned Intellectual Property Rights" shall mean (a) the patents and patent applications set out in Appendix A attached hereto and incorporated by reference ("Appendix A"); and (b) the trade-marks and trade-mark applications set out in Appendix A.
- 1.2 The term "Blueprint Bioinformatics Tools" shall mean those databases, computer programs and associated approaches and methods listed in Appendix B attached hereto and incorporated by reference.

ARTICLE 2 - TERMINATION OF LICENSE AGREEMENT

- 2.1 The Parties hereby terminate the License Agreement by mutual consent.

ARTICLE 3 - RELEASE AND DISCHARGE OF MSH

- 3.1 Unleashed and its officers, directors, employees, appointees, agents, successors, and assigns (i) release and discharge the MSH including its affiliates, and its and their respective officers, directors, employees, appointees, trainees, agents, successors, and assigns from any obligations under, arising out of, in connection with or relating to the License Agreement and acknowledges and agrees that MSH has no present or future obligations thereunder, and (ii) acknowledge that they have no claims (contingent or otherwise) against MSH in respect

of the License Agreement and hereby forever and irrevocably release MSH from and against any and all suits, claims, causes of action, or demands under, arising out of, in connection with, or relating to the License Agreement, which have been or could have been asserted by Unleashed and its officers, directors, employees, appointees, agents, and successors, and with respect to all debts, costs, expenses, damages, losses, injuries, and liabilities, of whatever kind or nature, in law or in equity, related thereto. Unleashed hereby acknowledges that the releases in this Section 3.1 represent full and final releases and discharges of all such obligations, suits, claims, actions, demands, debts, costs etc. which Unleashed may have in respect to the License Agreement and the intellectual property rights licensed thereunder against MSH, including its affiliates, and its and their respective officers, directors, employees, appointees, trainees, agents, successors, and assigns.

ARTICLE 4 – ASSIGNMENT OF RIGHTS

- 4.1 In consideration of the compensation to be paid to MSH as a shareholder of Unleashed in connection with the purchase of the assets of Unleashed by Thomson pursuant to the Asset Purchase Agreement and the payment to MSH of one (\$1.00) dollar in Canadian funds, the receipt and sufficiency thereof is hereby acknowledged, MSH hereby sells, assigns and transfers to Unleashed all of MSH's right, title and interest in and to the Blueprint Bioinformatics Tools and the Assigned Intellectual Property Rights and hereby waives, in favour of Unleashed and its successors and assigns, any moral rights, if any, MSH may have in respect of the subject matter of the Blueprint Bioinformatics Tools and the Assigned Intellectual Property Rights.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement is conditional upon the execution by Unleashed of the Asset Purchase Agreement. In the event that Unleashed fails to execute the Asset Purchase Agreement with Thomson as of the date hereof, this Agreement shall terminate forthwith.

ARTICLE 6 – MSH WARRANTIES

- 6.1 MSH hereby asserts to Unleashed that to the best of its knowledge, but without undertaking specific investigation, MSH is the sole owner of the intellectual property rights attaching to, or subsisting in, the Blueprint Bioinformatics Tools and the Assigned Intellectual Property Rights and represents that this Agreement has been properly executed on behalf of MSH. MSH MAKES NO OTHER REPRESENTATIONS AND EXTENDS NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR VALIDITY OF ASSIGNED INTELLECTUAL PROPERTY RIGHTS CLAIMS. MSH MAKES NO REPRESENTATION OR WARRANTY THAT THE EXERCISE BY UNLEASHED OF THE RIGHTS CONVEYED HEREUNDER SHALL NOT INFRINGE THE PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

ARTICLE 7 – LIABILITY

- 7.1 MSH shall not be liable to Unleashed for any and all liabilities, demands, damages,

expenses and losses arising out of the disposition of the Bioinformatics Tools and the Assigned Intellectual Property Rights by Unleashed or by any party acting on behalf of or under authorization from Unleashed, or arising from any activity or obligation of Unleashed set out herein. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1 Neither Unleashed nor MSH shall use the name, logo or trademarks of the other in any form without the prior written approval of the other and any such approved use shall be in a mutually acceptable form.
- 8.2 No amendment or variation to this Agreement shall operate to change or vary the terms, obligations or conditions hereof except upon mutual agreement by both parties signed by an authorized representative of each party.
- 8.3 In the event that any provisions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, the remainder of the Agreement shall remain in full force and effect without said provision in said jurisdiction and such determination shall not affect the validity or enforceability of such Article or the Agreement in any other jurisdiction. The Parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the intent of the parties in entering this Agreement.
- 8.4 The headings to Articles used in this Agreement are for convenience of reference only and shall not be used in interpreting or construing this Agreement.
- 8.5 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and writings in respect hereto.
- 8.6 This Agreement shall not be construed to grant Unleashed any rights except as specifically contained herein.
- 8.7 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom in connection with any matters arising under this Agreement. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective administrators, successors, and permitted assigns.

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IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement on the date first written above.

MOUNT SINAI HOSPITAL, by:

UNLEASHED INFORMATICS
LIMITED, by:

Signature: Joan Elise Sproul

Signature: Eric Andrade

Name: Joan Sproul

Name: Eric Andrade

Title: Senior Vice President, Finance

Title: President & CEO

Date: March 19, 2007 at Toronto, Ontario

Date: March 19, 2007 at Toronto, Ontario

APPENDIX A - Assigned Intellectual Property Rights

Assigned Patent Rights:

1. **Title:** **Method to Construct Protein Structures**
 Inventors: Chris Hogue and Howard Feldman
 Patent: US Patent No. 6,490,532

2. **Title:** **System for Electronically Managing, Finding, and/or Displaying Biomolecular Interactions (BIND)**
 Inventors: Chris Hogue and Gary Bader
 Filed: U.S. Provisional Application No. 60/119,850 filed February 12, 1999, PCT CA00/00124 Filed February 11, 2000, U.S. Regular Application No. 09/503614 Filed February 11, 2000, and Canadian Application No. 2298769 Filed February 11, 2000

PCT National Phase Entries

- a) Canadian Application Number 2,298,769 (Sim 10554-3 DAR)

- b) U.S. Regular Application No. 09/503614 Filed February 11, 2000 (MG 11757.28 US U1) – continuation filed May 12, 2004 US 10/844981

Issued June 1, 2004 as No. 6,745,204

Assigned Trade-marks:

BIND

Canadian trade-mark application 1,314,110
Corresponding US trade-mark application, serial number 78961838
Community Trade Mark registration No. 2226611

APPENDIX B – Blueprint Bioinformatics Tools

BIND:

The Biomolecular Interaction Network Database is a database storing full descriptions of molecular interactions, complexes, and pathways.

SEQHOUND:

SeqHound is an integrated biological sequence, taxonomy, annotation and 3-D structure database system. Updated daily, it includes links to a variety of sources, including Genbank, sequence annotation databases, MMDB, MedLine, and BIND.

SMID:

SMID, The Small Molecule Interaction Database, is an expanding database of small molecule - domain interactions determined from MMDB records.

DISTRIBUTED FOLDING:

Distributed Folding is a distributed computing approach to study protein folding. Using an interactive screensaver, volunteers download and run this program to solve protein structures.

TraDES:

Trajectory Directed Ensemble Sampling, is a suite of 4 programs that generates 3-D protein structures from primary amino acid sequences.