

TECHNOLOGY ASSIGNMENT AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

[CORPORATION]
(the "Assignee")

OF THE FIRST PART

- and -

[DEVELOPER]
(the "Assignor")

OF THE SECOND PART

THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment

1.1 Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the technology as more particularly described in Schedule "A" attached hereto (the "Technology"), all previous, current and future versions of the Technology, including works in progress, and all inventions, technical information, design specifications, source code, procedures, processes, trade secrets, know-how, methods, practices, techniques, information, parts, diagrams, drawings, specifications, blueprints, lists of materials, labour and general costs, production manuals, software programs and data relating thereto or to the development, support or maintenance thereof and all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, industrial design rights, and all other intellectual and industrial property rights of any kind whatsoever, and all business, contractual rights, causes of action and goodwill in or with respect to any of the foregoing (hereinafter collectively referred to as "Intellectual Property").

1.2 To the extent allowed by law, the assignment hereunder shall include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights", "artist's rights" or the like (collectively, the "Moral Rights"). To the extent that Assignor retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to any action taken by Assignee with respect to such Moral Rights. Assignor agrees not to assert any Moral Rights with respect thereto, and shall, upon request from the Assignee, further confirm such ratifications and consents from time to time.

2. Consideration

2.1 In consideration for the assignment of the Technology and the Intellectual Property herein, Assignee shall issue to Assignor [no. & class of shares] shares of common stock in Assignee pursuant to the provisions of a [description of agreement] between the Assignor and the Assignee.

3. Confidentiality

3.1 Assignor will not disclose any information with respect to any of the Technology, Intellectual Property or other rights assigned to Assignee under this Agreement or any other technical or business information or plans of Assignee, except to the extent that Assignor can show evidence that the same is generally known to the public (through no fault of Assignor) without charge, license or restriction. Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this paragraph [no.], that such a breach would irreparably harm Assignee and that Assignee is entitled to equitable relief (including, without limitation, injunction) with respect to any such breach or potential breach, in addition to any other remedies it may have at law.

THIS IS A 3-PAGE FORM.