

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").