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FORM PTO-1595 U.S.
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

101582533

DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner for Patents : Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Andrey Zarur Jury, Mark D. Angelino</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <i>nunc pro tunc</i> December 10, 2000 March 31, 1999</p>	<p>2. Name and address of receiving party(ies) Name: Starlab N.V./S.A. Internal Address: Street Address: Engelandstraat 555 1180 Brussels, Belgium</p> <p>Additional name(s) & addresses(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s) 09/707,852	B. Patent No.(s)
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence Concerning document should be mailed: Name: Timothy J. Oyer Address: WOLF, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210</p>	<p>6. Total number of applications and patents involved: [1]</p> <p>7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account _____</p> <p><input checked="" type="checkbox"/> The Commissioner is authorized to charge:</p> <p>8. Deposit Account No: 23/2825</p>
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DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy J. Oyer, Reg. No. 36,628		12/21/00
Name of Person Signing	Signature	Date

01/12/2001 MTHAI 00000166 09707852
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Total number of pages including cover sheet, attachments, and document: **[7]**

Mail documents to be recorded with required cover sheet information to:

Box Assignment
Commissioner of Patents & Trademarks,
Washington, D.C. 20231

NUNC PRO TUNC ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I the undersigned Andrey Zarur Jury, 6400 Christie Avenue, #3107, Emeryville, CA 94608, hereby

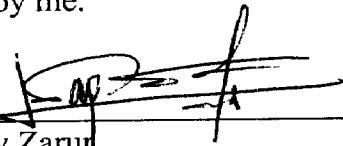
Sell, assign and transfer to Starlab N.V./S.A, a Belgian corporation, having a place of business at Engelandstraat 555 in 1180 Brussels, Belgium, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, *nunc pro tunc* December 10, 2000, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on November 7, 2000 under Serial No. 09/707,852 and entitled MICROREACTOR, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

I agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, I agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to me relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

I hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

I covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

DECEMBER 19, 2000
Date

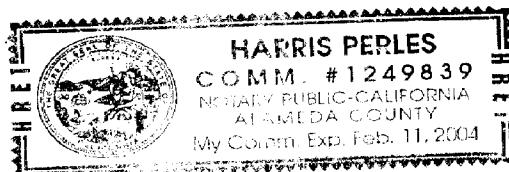


Andrey Zarur

STATE OF CAL :
COUNTY OF ALAMEDA :

Subscribed and sworn to before me this 19th day of Dec., 2000

SEAL Harris Perles
Notary Public
My Commission Expires 2/11/2004





EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "agreement"), made this 31st day of March, 1999, is entered into by Riverland USA, Inc., a Massachusetts corporation (the "Company") with registered office at 2 Oliver Street, Boston, MA 02109, USA, and Mark Angelino, (the "Employee") born in the United States, with current residence at 33 Irving Street, Boston MA, USA.

The Company desires to employ the Employee, and the Employee desires to be employed by the Company. In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. Term of Employment. The Company hereby agrees to employ the Employee, and the Employee hereby accepts employment with the Company, upon the terms set forth in this Agreement, for a one-year period starting in 1999 on the "Commencement Date," which is still to be determined at the time of this Agreement.

2. Title; Capacity. The Employee shall serve as Researcher or in such other position as the Company or its Boards of Directors (the "Board") may determine from time to time. The Employee shall be subject to the supervision of, and shall have such authority as is delegated to him by, the Board or such officer of the Company as may be designated by the Board. The Employee hereby accepts such employment and agrees to undertake the duties and responsibilities inherent in such position and such other duties and responsibilities as the Board or its designee shall from time to time reasonably assign to him. The Employee agrees to devote his entire business time, attention and energies to the business and interests of the Company during the Employment Period. The Employee agrees to abide by the rules, regulations, instructions, personnel practices and policies of the Company and any changes therein which may be adopted from time to time by the Company.

3. Compensation and Benefits.

3.1 Salary and Living Expenses. The Company shall pay the Employee, in 12 monthly installments, an annual gross salary of 78,835 US\$ for the one year period commencing on the Commencement Date, subject to pro-rating in the event of early termination of the Employee's employment pursuant to Paragraph 4. Such salary shall be subject to adjustment thereafter as determined by the Board or its designee. In addition,



STARLAB nv/sa
 Employment Agreement Riverland USA Inc 1930 Zaventem Tel +32-2-721 54 54 Fax +32-2-725 51 13
 BBL 393-0482346-54 KB 434-8189361-43 Bank Nagelmackers 879-2925501-49
 BTW 464 086 996 HR Brussel 627323

the Company shall pay the Employee 11,200 US\$ annually for living expenses associated with the Employee's maintenance of a household outside the United States, subject to pro-rating in the event of early termination of the Employee's employment pursuant to Paragraph 4. The annual living expenses described above shall be paid to the Employee in 12 equal monthly installments. The amount of the Employee's annual living expenses shall be subject to adjustment as determined by the Board or its designee.

3.2 Fringe Benefits. The Employee shall be entitled to participate in all bonus and benefit programs that the Company establishes and makes available to its employees, if any, to the extent that Employee's position, tenure, salary, age, health and other qualifications make him eligible to participate, including, but not limited to, the programs indicated on Schedule A to this Agreement. The Employee shall be entitled to twenty (20) days paid vacation per year, to be taken at such times as may be approved by the Board or its designee.

3.3 Reimbursement of Expenses. The Company shall reimburse the Employee for all reasonable travel, entertainment and other expenses incurred or paid by the Employee in connection with, or related to, the performance of his duties, responsibilities or services under this Agreement, upon presentation by the Employee of documentation, expense statements, vouchers and/or such other supporting information as the Company may request, provided, however, that the amount available for such travel, entertainment and other expenses may be fixed in advance by the Board or its designee.

3.4 Moving Expenses. The Company shall reimburse the Employee for reasonable moving and travel expenses of 1,800 US\$ incurred by him in moving himself and his immediate family from the United States to Belgium in connection with his employment with the Company. This reimbursement will consist of a one-time payment that will be made by the employer by the Commencement Date of this agreement.

3.5 Signing Bonus : The Company shall pay the Employee a signing bonus of 5,000 US\$, less applicable taxes and withholding. This bonus will consist of a one-time payment that will be made by the employer by the Commencement Date of this agreement.

3.6 Health insurance. The Company shall take an health insurance to cover 80% of the medical costs of the Employee during the total Employment Period.

4. Employment Termination. The employment of the Employee by the Company pursuant to this Agreement shall terminate upon the occurrence of any of the following:

- 4.1 Expiration of the Employment Period in accordance with Section 1;
- 4.2 Immediately upon the death of the employee; or
- 4.3 At the election of either party, upon not less than 14 days prior written notice of termination.

5. Effect of Termination.

5.1 Termination By Death. If the Employee's employment is terminated by death pursuant to Section 4.2, the Company shall pay to the estate of the Employee the compensation which would otherwise be payable to the Employee up to the end of the month in which the termination of his employment because of death occurs.

5.2 Termination at Election of Either Party. In the event the Employee's

employment is terminated at the election of either party pursuant to Section 4.3, the Company shall pay to the Employee the compensation and benefits otherwise payable to him under Section 3 through the last day of his actual employment by the Company.

5.3 Survival. The provisions of Section 6 shall survive the termination of this Agreement.

6. Proprietary Information and Developments.

6.1 Proprietary Information.

(a) Employee agrees that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Company's business or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include inventions, developments, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data, clinical data, financial data, personnel data, computer programs, and customer and supplier lists. Employee will not disclose any Proprietary Information to others outside the Company or use the same for any unauthorized purposes without written approval by an officer of the Company, either during or after his employment, unless and until such Proprietary Information has become public knowledge without fault by the Employee.

(b) Employee agrees that all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Employee or others, which shall come into his custody or possession, shall be and are the exclusive property of the Company to be used by the Employee only in the performance of his duties for the Company.

(c) Employee agrees that this obligation not to disclose or use information, know-how and records of the types set forth in paragraphs (a) and (b) above, also extends to such types of information, know-how, records and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Employee in the course of the Company's business.

6.2 Developments.

(a) Employee will make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not which are created, made, conceived or reduced to practice by the Employee or under his direction or jointly with others during his employment by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "Developments").

(b) Employee agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this Section 6.2(b) shall not apply to Developments which do not relate to the present or planned business or research and development of the Company and which are made and conceived by the Employee not during normal working hours,

not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information.

(c) Employee agrees to cooperate fully with the Company, both during and after his employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights and patents (both in the United States and foreign countries) relating to Developments. Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development.

6.3 Other Agreements. Employee hereby represents that he is not in violation of the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of his employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. Employee further represents that his performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by him in confidence or in trust prior to his employment with the Company.

7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office or the mails of any other country in which the Employee may be assigned to work, by registered or certified mail, postage prepaid, addressed to the other party at an address which each party shall designate to the other in accordance with this Section 7.

8. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

10. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Employee.

11. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which or into which the Company may be merged or which may

succeed to its assets or business, provided, however, that the obligations of the Employee are personal and shall not be assigned by him.

13. Miscellaneous.

13.1 No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

13.2 The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

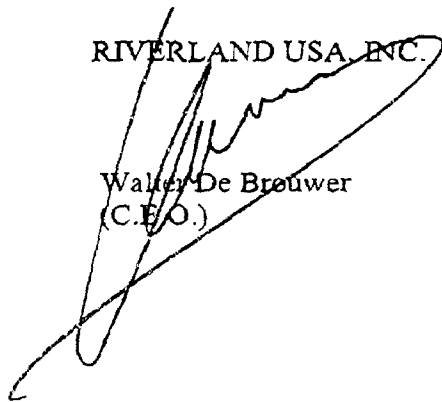
13.3 In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

Marc D. Anjels

Name Employee

RIVERLAND USA, INC.



Walter De Brouwer
(C.E.O.)