

08-06-2003

PTO-1595

REC



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

102517741
PATENTS ONLY

To the Honorable Commissioner of Patent and Trademarks: Please record the attached documents or copy thereof.

1. Name of conveying party(ies):

VALDEC
Zone artisanale
TOUSSAINT
76400 FECAMP, FRANCE

8-1-03

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: TECHVAL
Internal Address: TOUSSAINT
76400 FRANCE

Street Address:

City: State: Zip:

No additional names(s) or address(es) attached ☐ Yes ☒ No

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 02/08/2002

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)

B. Patent No.(s)
6,520,072

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MILLEN, WHITE, ZELANO
& BRANIGAN, P.C.
Address: Arlington Court Plaza I
Suite 1400
2200 Clarendon BLVD.
Arlington, VA 22201

6. Total number of applications and patents involved: 1

7. Total fee (37CFR 3.41) \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. DEPOSIT ACCOUNT NO. 13-3402

(Attach duplicate copies of this page if paying by deposit account)

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.

John R. Moses

Names of Person Signing

Signature

August 1, 2003

Date

Total number of pages including cover sheet, attachments, and documents 21

08/05/2003 EXAMPER: 00000171 6520072

01 FC:8021

40.00 OP

TECHVAL

JULY 10 2002

ASSIGNMENT OF PATENT

by VALDEC

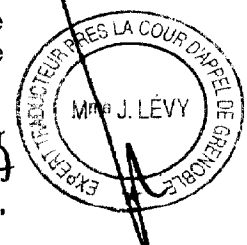
to TECHVAL

Yves DUBOYS FRESNEY & Philippe MOIZEAU
Associate Notaries

BP 120
76403 FECAMP CEDEX

Traduction certifiée
exacte et conforme
à l'original

Enregistrée Ne Varietur
sous la Réf. 96-1217
Le 06-26-2003



ALPHATRAD sa

Tél. : 0 825 33 25 25
Fax : 0 825 33 58 58

PATENT
REEL: 014337 FRAME: 0855

CONSULT YOUR NOTARY.....

In our time, business is becoming more and more complicated and difficult; both civil and tax legislation are riddled with problems and traps into which it is easy to unsuspectingly fall, if you don't have an authorized consultant to help you avoid and overcome them. There certainly is no lack of consultants offering their services, but which one of them will you select with discernment.

Among the multitude of consultants, your Notary alone is surely the most qualified to provide you the service you need. The long professional apprenticeship to which a Notary is subject, his broad practice regarding a variety of business matters, his experience in dealing with people and handling their affairs, and the authority that the law itself attaches to his office – all of these factors make him the reliable interpreter of laws and regulations, the well-advised counsellor to whom you can always address yourself in total confidence.

So, don't fail to consult your notary whenever you need to resolve a complicated matter or a vexing affair.

Consult him even, and especially, when the affair you must deal with appears to be simple; because, as so often is the case, that simplicity may be more apparent than real, hiding larger difficulties which, left to your own devices, are almost certain to entrap you.

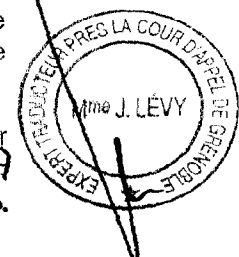
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sous la Réf. 92-1217
Le 06.06.2003.



**Yves DUBOYS FRESNEY
& Philippe MOIZEAU**
Associate Notaries
76400 FECAMP

Stamp duty paid on the present document
Authorization of February 4, 1985

The year two thousand two,
On the tenth day of July,
The undersigned notary, Mr. Yves DUBOYS FRESNEY, associate of the professional partnership "Yves DUBOYS FRESNEY & Philippe MOIZEAU", associate notaries of a professional partnership holding a notarial office, the head office of which is located in FECAMP (76400) 28 rue André-Paul Leroux,

Officially executed the present document between the parties identified hereinafter:

IDENTIFICATION

VALDEC, a Limited Liability Company with capital of 545,767.48 euros, the head office of which is located in TOUSSAINT (76400), industrial estate for small businesses, identified under the SIREN number 401 829 774, RCS LE HAVRE (76600)

Represented by: Mr. Daniel BLERY domiciled in FECAMP, rue de la Grande Ecole,
Acting in his capacity as commissioner of VALDEC's assignment plan by virtue of the judgment of the Commercial Court of LE HAVRE rendered on November 2, 2001.

"Assignor",

TECHVAL, a simplified joint-stock company with capital of 96,000 euros, the head office of which is located in TOUSSAINT (76400), industrial estate for small businesses, identified in the SIRENE number as 439 875 642, RCS LE HAVRE (76600).

Represented by Mr. Christophe BILLION, President of TECHVAL,
duly empowered by virtue of his office.

Which companies appear before the undersigned notary to establish the following agreements which are settled directly between them:

Article 1: the transferor declares

A – being the holder of:

- a) an application for the French patent n° 01 06095, filed on April 19, 2001, the preliminary search report of which was established on January 24, 2002 without obligation to respond within three months;
- b) an application for the French patent n° 99 16833, filed on December 18, 1999 and published on June 22, 2001 under number 2 802 462, the delivery tax of which was paid on December 5, 2001;
- c) an application for the European patent n° 1 023 988, filed on March 10, 2000 under number 00 400 662.3 and published on August 8, 2001;
- d) an application for the American Patent number 09/737 862, filed on December 18, 2000;

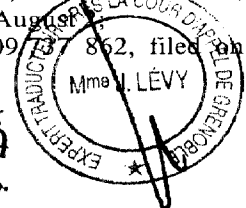
[Stamp of the professional
partnership "Yves DUBOYS
FRESNEY & Philippe MOIZEAU"]

ALPHATRAD Sa

Tél. : 0 825 33 25 25

Fax : 0 825 33 58 58

Enregistrée Ne Varietur
sous la Réf. 970.1213
Le 06.06.2003



PATENT
REEL: 014337 FRAME: 0857

FRESNEY & Philippe MOIZEAU]

B – The annual taxes that are due have been paid currently;

C – and that he provided the assignee, which so acknowledges, a copy of the national patent registry relating solely to the French part of the above-mentioned patents.

Article 2 – The assignor transfers to the assignee, which accepts, the ownership of the French part of the above-mentioned patents on the effective date of November 2, 2001.

Article 3 – The assignee shall pay the taxes that are due on the same date.

Article 4 – The assigned shall be entitled to undertake, resume or continue, at its risk and peril, either as a plaintiff or as a defendant, any actions related to the patent based on acts of infringement prior or subsequent to the present assignment. In that regard, the assignee replaces and is subrogated to the transferor in all legal actions, as a plaintiff as well as a defendant, existing on the date of assignment.

The assignor declares that, to its knowledge, the assigned patent is not presently subject to any action for nullification or limitation of claims.

Article 5 – The assignee acknowledges that it has taken cognizance of the patent file which it received and that it has examined it.

It especially acknowledges that it has taken cognizance of the documentation notice and of the documents regarding payment of the taxes that are due on the date of assignment.

Article 6 – The assignor does not give any guarantee other than the patents' material existence, the present assignment being made at the risk and peril of the assignee, which agrees thereto.

Article 7 – The assignor has full ownership of the patent in its entirety. It has not granted any total or partial assignment, license, pledge or any other right to a third party.

Article 8 – The patent has been exploited by VALDEC. The assets and liabilities related to this exploitation are excluded from the assignment.

Article 9 – The present assignment includes the certificates of addition or those of use previously obtained by the assignor.

The assignee shall also be entitled, without additional remuneration, to certificates delivered thereafter, the purpose of which is perfection of the assigned patent.

Article 10 – The assignment is granted for the principal price of ONE EURO, which the assignor acknowledges having received from the assignee as of now.

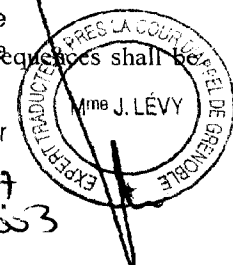
Payment has been processed through the undersigned notary's accounting department.

The assignor gives receipt for the sum received provided that the cheque for payment is honored.

Article 11 – The costs of these present and future consequences shall be covered by the assignor.

Traduction certifiée
exacte et conforme
à l'original

Enregistrée Ne Varietur
sous la Réf. 95-1217
Le 06.06.2003



ALPHATRAD sa

Tél. : 0 825 33 25 25

Fax : 0 825 33 58 58

Article 12 – The assignment is governed by French law. All disputes shall be submitted to the competent jurisdiction of the Regional Court of LE HAVRE (*Tribunal de Grande Instance*).

Article 13 – The assignor and the assignee reciprocally confer all powers that are necessary to effectuate the required formalities following the assignment, especially regarding registration and publication in the national patent registry, with all powers vested with Cabinet Thibon Littaye.

DESIGNATION OF DOMICILE

To execute these presents and their consequences, the parties designate domicile at the notarial office indicated at the head of these presents.

ASSERTION OF TRUTHFULNESS

The parties assert, under pain of penalties decreed by article 1837 of the General Tax Code, that the present instrument states the totality of the price agreed to; they acknowledge having been informed by the undersigned notary of the penalties incurred in the event of inaccurate elements in this assertion.

Further, the undersigned notary declares that, to his knowledge, the present instrument does not conflict with or is not modified by any secret document specifying a price increase.

DULY EXECUTED ON THREE PAGES

The present instrument was read in the presence of the parties, which they duly acknowledge, and they also declare that they have received all necessary explanations, and are signing before the undersigned associate notary.

The parties and the notary signed on the dates specified at the head of these presents.

Executed and entered in FECAMP,
at the notarial office,

After the reading thereof to the parties, this instrument was signed thereby and by the notary on the above-mentioned date.

The parties approve:

- Referral: none
- null word: none
- null number: none
- full null line: none
- Bars in blank: none

Mr. BLERY
Representative of the assignor

[signature]

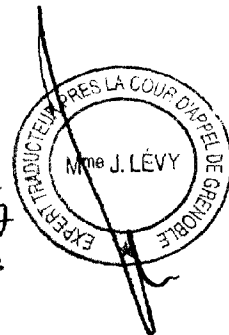
Mr. BILLION
Representative of the assignee

[signature]

Mr. Yves DUBOYS FRESNEY
Notary

Traduction certifiée
exacte et conforme
à l'original

Enregistrée Ne Varietur
sous la Réf. 929.1217
Le 06.06.2003



[Stamp of the Professional
Partnership "Yves Duboys
Fresney & Philippe Moizeau"]

ALPHATRAD Sa

Tél. : 0 825 33 25 25
Fax : 0 825 33 58 58

Registered in FECAMP on August 2, 2002
Vol 311 F 52 Bord 220/1
Received: seventy-five euros

Tax inspector
[signature]
Marie-Françoise GUICHON

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undersigned associate notary.

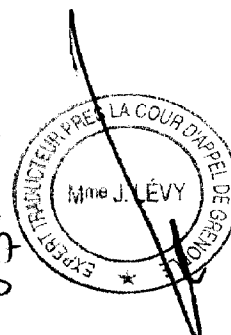
[Stamp of the Professional
Partnership "Yves Dubois Fresney
& Philippe Moizeau and
signature]

ALPHATRAD sa

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à l'original

Enregistrée Ne Varietur
sous la Réf. 920.1217
Le 06.06.2003



PATENT
REEL: 014337 FRAME: 0860

FECAMP
January 30, 2003

SUPPLEMENTARY INSTRUMENT OF PATENT ASSIGNMENT

BY VALDEC

TO

TECHVAL

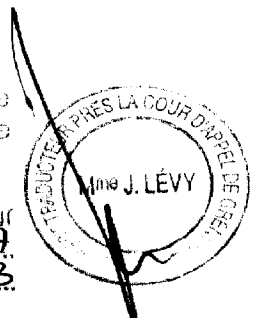
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à l'original

Enregistrée N° Variétés
sous la Ref. 920.121.7
06.06.2003



PATENT
REEL: 014337 FRAME: 0861

**Yves DUBOYS FRESNEY
& Philippe MOIZEAU**
Associate Notaries
76400 FECAMP

*Stamp duty paid on the present document
Authorization of February 4, 1982*

THE YEAR TWO THOUSAND THREE
On the thirtieth day of January

The undersigned, Mr. Yves DUBOYS FRESNEY, associate notary of the professional partnership "Yves DUBOYS FRESNEY, Philippe MOIZEAU, associate notaries", holding a notarial office, the head office of which is located in FECAMP (76403), 28 rue André Paul Leroux,

Has officially executed the present instrument between the parties identified below:

IDENTIFICATION

VALDEC, a limited liability company with capital of 545,767.48 euros, the head office of which is located in TOUSSAINT (76400), industrial estate for small businesses, identified under the SIRENE number 401 829 775, RCS LE HAVRE (76600).

Represented by Mr. Daniel BLERY, domiciled in FECAMP, rue de la Grande Ecole,

Acting in his capacity as commissioner of VALDEC's assignment plan by virtue of the judgment of the Commercial Court of LE HAVRE rendered on November 2, 2001.

"Assignor"

TECHVAL, a simplified joint-stock company with capital of 96,000 euros, the head office of which is located in TOUSSAINT (76400), industrial estate for small businesses, identified under the SIRENE number 439 875 642, RCS LE HAVRE (76600).

Represented by Mr. Christophe BILLION, President of TECHVAL
Fully empowered by virtue of his functions.

Which companies appeared before the undersigned notary to establish the following agreements which they settled directly between them:

STATEMENT

Under the terms of an instrument officially executed by Mr. Yves DUBOYS FRESNEY, associate notary in FECAMP, on July 10, 2002, registered in FECAMP on August 2, 2002, volume 311, Sheet 52, Form 220/1, containing the assignment of patents by VALDEC to TECHVAL for the principal price of one euro, the following declarations were made:

1 - VALDEC declares being the holder of:
- an application for the French patent n° 01 06095, filed on April 19, 2001, the preliminary search report of which was established on January 24, 2002, with the obligation to respond within three months;

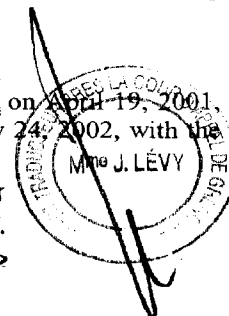
[Stamp of the Professional
Partnership Yves Duboys

ALPHATRAD Sa

Tél. : 0 825 33 25 25

Fax : 0 825 33 58 58

Enregistrée Ne Varietur
à la date du 06-26-2003
920.1217



PATENT
REEL: 014337 FRAME: 0862

Fresney]

- an application for the French patent n° 99 16833, filed on December 18, 1999, published on June 22, 2001 under number 2 802 462, the delivery tax of which was paid on December 5, 2001;
- an application for the European patent n° 1 023 988, filed on March 10, 2000 under number 00 400 662.3 published on August 2;
- an application for the Canadian patent n° 2 300 624, filed on March 13, 2000;
- an application for the American patent n° 09/737 862 filed on December 18, 2000.

2 – VALDEC declared, under article 2 of said assignment, which is literally stated below:

“Article 2 – The assignor assigns to the assignee, which accepts, the ownership of the “French part of the above-mentioned patents, on the effective date of November 2, 2001”.

CORRECTION OF ARTICLE 2 OF THE ABOVE-MENTIONED ASSIGNMENT OF PATENT

It was wrongly or erroneously specified in said article 2 that the assignment involves exclusively the ownership of the French part of patents, whereas, according to the parties, this transfer was intended for all the patents. Therefore it is necessary to replace said article without any change made in the terms and conditions, even financial, of the assignment by the following:

“Article 2 – The assignor assigns to the assignee, which accepts, the full ownership of the French as well as the foreign patents, including the aforesaid patent applications on the effective date of November 2, 2001”.

With the remainder thereof remaining unchanged, especially the price which is by mutual agreement established at one euro.

DESIGNATION OF DOMICILE

To execute these presents and their consequences, the parties designate domicile at the notarial office indicated at the head of these presents.

DULY EXECUTED ON THREE PAGES

The present instrument was read in the presence of the parties, which they duly acknowledge and also declare that they have received all necessary explanations, and are signing before the undersigned associate notary.

The parties and the notary signed on the dates indicated at the head of these presents.

Traduction certifiée
Exécuté et dressé en français et conforme
At the notarial office, à l'original
And after the reading to the parties, this instrument was signed
thereby and by the notary on Enregistré au Notariat

Sous la Rel. 972.12.17
L. 06.06.2003



ALPHATRAD sa

Tél. : 0 825 33 25 25

Fax : 0 825 33 58 58

The parties approve:

- Referral: none
- Null word: one set forth hereinafter
- Null number: none
- Full null line: none
- Bar in blank: none

Mr. BLERY
Representative of the assignor

[signature]

Mr. BILLION
Representative of the assignee

[signature]

Mr. Yves DUBOYS FRESNEY
Notary

[signature]

[Stamp of the Professional
Partnership, Yves DUBOYS
FRESNEY]

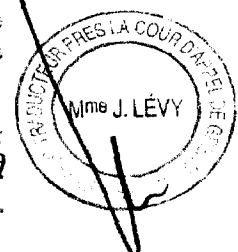
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Enregistrée Ne Varietur
sous la Ref. 92a.12.1.2
06.06.2003



PATENT
REEL: 014337 FRAME: 0864

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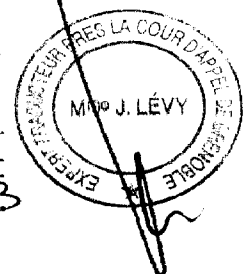
*[Stamp of the Professional
Partnership of Yves Duboys
Fresney and signature]*

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sous la Réf. 92-1217
Le 06-06-2003



PATENT
REEL: 014337 FRAME: 0865

Consult your Notary, when it involves.....

A marriage (yours or that of one of your relatives), in order to draw up a marriage contract which is always useful, even if the future spouses or one of them do not make any contribution or do not receive any gift in consideration of marriage.

A donation between spouses or otherwise.

An early division of an estate, a procedure that allows the parents to avoid unpleasant discussions of interests, which is often the source of family quarrels.

An estate settlement, a division of a property held in common or any type of undivided interest.

A sale or acquisition of property or business, a property exchange for which a notarial contract is always preferable to a private document. (Few people are able, by themselves, to resolve all of the difficulties inherent to the drafting of a private document of such a nature - even fewer are aware of the drawbacks that its use may present for the future).

An acknowledgement of a debt, a loan obligation, a pledge on a business or securities, a discharge, a cancellation, almost all of which must be drawn up in a notarial form, since that is the only way to obtain a mortgage guarantee from a debtor.

A lease, an assignment of lease, a sub-lease, since the notarial instrument is the only means of providing the lessor or the lessee with the advantage of a writ of execution without any legal proceeding.

The creation, transformation or merger of companies.

And, generally, all instruments or contracts that you may require in any circumstances of your life.

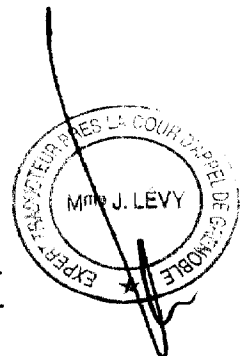
A consultation with your notary costs you nothing, and it will never do you any harm. In most cases, it will be very useful.

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Le 06.06.2003



RECORDED: 08/01/2003

**PATENT
REEL: 014337 FRAME: 0866**