

Form PTO-1595 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 OMB No. 0651-0027 (exp. 5/31/2002) **PATENTS ONLY** U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): Interspiro AB</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Interspiro Europe AB</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>Box 5304</p> <p>City: <u>Stockholm</u></p> <p>State: <u>Sweden</u> Zip: <u>S-102 47</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 26, 1999</u></p>	

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: _____

<p>A. Patent Application No.(s):</p>	<p>B. Patent No.(s):</p> <p>See Schedule</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Roger A. Heppermann</u> <u>MARSHALL, GERSTEIN & BORUN LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 30810/10001</u></p> <p>Street Address: <u>233 S. Wacker Drive, Suite 6300</u> <u>Sears Tower</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606-6357</u></p>	<p>6. Total number of applications and patents involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>280.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>13-2855</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

<p><u>Roger A. Heppermann (37,641)</u> Name of Person Signing</p>	<p><u>Roger A. Heppermann</u> Signature</p>	<p><u>5/20/04</u> Date</p>
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Total number of pages including cover sheet, attachments, and documents: 8

I hereby certify that this correspondence is being transmitted by facsimile to facsimile number (703) 306 5995: Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: _____ Signature: Roger A. Heppermann (Roger A. Heppermann)

CH \$280.00 132855 5365923

Schedule

U.S. Patent No. 5,365,923

U.S. Patent No. 6,290,111

U.S. Patent No. 6,360,742

U.S. Patent No. 5,813,400

U.S. Patent No. 5,080,414

U.S. Patent No. 4,887,638

U.S. patent No. 5,832,916

ASSIGNMENT AGREEMENT

§ 1 Parties

Interspiro Aktiebolag's bankruptcy estate, Corporate ID No. 556398-1488, C/o Hamilton & Co Advokatbyrå, Box 715, S-101 33 Stockholm, hereinafter called the Seller, and

Interspiro Europe AB u b, C/o Attorney Jean-Jacques Zander, Eurolawyers Advokatfirma AB, Box 5304, S-102 47 Stockholm, hereinafter called the Purchaser.

§ 2 Assignment

By these present the Seller assigns to the Purchaser the business of the bankruptcy estate together with its assets constituting substantially:

- a) the stock in trade of finished products, spare parts and components in process of being manufactured, on the premises of the company in bankruptcy at Lidingö, Amsterdam and Kuala Lumpur and other places.
- b) all machinery, tools, office equipment, computers, vehicles and other equipment and inventories, plus accessories thereto, belonging to the Seller and located on the premises of the company in bankruptcy at Lidingö, Amsterdam and Kuala Lumpur and other places, or with a third party,
- c) orders on hand and outstanding quotations,
- d) all intellectual property belonging to the Seller in the form of rights to the company of Interspiro Aktiebolag, registered or well-established trademarks, patent rights, licence rights, design rights, know-how and other trade secrets, as well as all documentation pertaining thereto in the form of technical descriptions, lists, catalogues, drawings and the like,



- e) customer registers, marketing plans and other commercial information, as well as all documentation associated therewith, and
- f) outstanding accounts receivable as of 25 March 1999 amounting to nominally SEK 7,769,313 (of which SEK 4,190,849 and NLG 894,616) and receivables from other companies within the Interspiro Group regardless of whether they have been invoiced from Sweden or from Holland.

Other outstanding receivables, such as staff claims, income taxes recoverable or reimbursements are not included in the assignment.

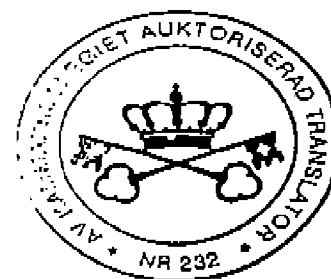
The Purchaser does not take over any debts of the company in bankruptcy or the undertakings of the bankruptcy estate other than those expressly stated in this Agreement

§ 3 Taking over of guarantee liability

The Purchaser does not assume guarantee responsibility for products supplied and paid for prior to the bankruptcy decision. However, the Purchaser assumes such liability for other products supplied before or after the date of access, provided that the products have been paid for or that, in view of the delivery, the claim is covered by the Purchaser's acquisition in accordance with § 2 f) above.

§ 4 The Purchaser's investigation

Prior to the date of access the Purchaser will be afforded opportunity to inspect and make an inventory of the assets pertaining to the business, including access to balance sheet, stock list and list of inventories drawn up on the date the company was declared bankrupt, thus enabling him to gain an impression of the extent and condition of the assets.



§ 5 Exemption from liability of the Seller

The Seller is a bankruptcy estate and therefore lacks detailed knowledge of the extent and condition of the assets assigned. The Seller leaves no guarantees in this respect, nor concerning any information the Purchaser may have acquired prior to the assignment. No sanctions can therefore be imposed by the Purchaser as a result of errors or deficiencies in the property assigned.

§ 6 Assignment of the tenancy agreement

Immediately upon taking over the business the Purchaser undertakes to enter into a new tenancy agreement with Skandia Fastighet regarding premises covering approximately 4000 square meter in the existing premises of the company in bankruptcy at Dalénum, Lidingö, and on the other terms that may be agreed with Skandia Fastighet. However, this undertaking does not include any liability for debts owed by the company in bankruptcy to Skandia Fastighet in accordance with the rental agreement applicable on the date of entering into bankruptcy.

The Purchaser is entitled, but is not obliged, to take over or re-negotiate other rental agreements of the company in bankruptcy.

§ 7 Other agreements

The Purchaser is entitled, but is not obliged, to take over other agreements pertaining to the company in bankruptcy, such as telephone, facsimile and electricity subscriptions, leasing agreements, insurance agreements, agents' and retailers' agreements and other agreements with suppliers necessary for the business, on such terms as can be agreed with respective parties, provided this can be achieved without cost to the Seller. Insofar as the Purchaser takes over agreements with sub-contractors concerning the supply of goods, the Purchaser is entitled to avail himself of any advance payments that may have been made by the company in bankruptcy.



§ 8 Assistance from the Seller

The Seller undertakes to assist the Purchaser to the extent necessary to transfer to the Purchaser or a party named by the Purchaser.

- a) such agreements as may be relevant under § 7 above,
- b) the intellectual property rights covered by the assignment under § 2 d) above, and
- c) assets in the form of goods, tools, equipment of the like currently in the possession of a third party.

§ 9 Purchase price

The purchase price for the business amounts to SEK TWELVEMILLIONONEHUNDREDTHOUSAND (12,200,000)

§ 10 Payment

SEK 10,000,000 of the purchase price shall be paid into the Seller's account No. 6130-135 341 248 at Svenska Handelsbanken on the day of access. Any accounts receivable paid to the Seller after 25 March 1999 shall be deducted in favour of the Purchaser. The remaining SEK 2,000,000 shall be paid into the Seller's account by the Purchaser by 30 September 1999 at the latest.

§ 11. Security

As security for the credit claim of the Seller under § 10, the Purchaser shall hand over to the Seller an irrevocable bank guarantee for the sum of SEK 2,000,000 by the day of access at the latest.

§ 12. Ownership reservation

All property covered by the assignment shall remain the property of the Seller until the cash down part of the purchase price has been paid and the bank guarantee handed over in accordance with §§ 10-11 above.



§ 13. Access

The day of access is 1 April 1999.

§ 14. Right of cancellation

Since the slightest delay in payment is of great significance to the Seller, the Seller is entitled to cancel the purchase and/or demand damages in the event of such delay or of any substantial breach of contract.

§ 15. Value Added Tax

The parties are aware that no value added tax is payable in conjunction with the purchase since the assignment relates to a whole operation in accordance with Chapter 3, § 25 of the Ordinance on Value Added Tax. If, in spite of this, the taxation authorities should require value added tax to be paid, the Purchaser shall be solely liable therefor.

§ 16. Employees

The Purchaser undertakes as of the day of access to offer employment to 70 of the employees of the company in bankruptcy in Sweden and 3 of the employees of the company in bankruptcy in Holland, and is reminded of its obligation to negotiate and of the order and priority regulations applicable under the Act on Security of Employment. The Purchaser does not intend to take over any of the employees of the company in bankruptcy in Malaysia, including Andrew Morrison.

The Purchaser undertakes to become a member of the Swedish Engineering Industries (Sveriges Verkstadsindustrier), thereby entering into the collective agreements applicable to the company in bankruptcy, but makes no further promises concerning terms of employment in the new appointments.



The Purchaser accepts no liability for pay, pension or vacation claims of the employees with regard to the period prior to the day of access.

§17 Creditors' approval

This agreement is dependent in its entirety on the approval of the following bankruptcy creditors being obtained by 31 March 1999 at the latest:

- a) Skandia Fastighet,
- b) Försäkringsbolaget Pensionsgaranti, mutual
- c) Svenska Handelsbanken,
- d) The Swedish State through the executory authority in the County of Stockholm, and
- e) The county administrative board in the County of Stockholm.

This agreement has been drawn up in duplicate, each party having one copy.

Stockholm, 1999

Stockholm, 26 March 1999

BANKRUPTCY ESTATE OF
INTERSPIRO AKTIEBOLAG

INTERSPIRO EUROPE AB U B

Sgd: Lars Wenne

Sgd: Thomas de Villemeur



I hereby declare that the above is a true translation of the document in Swedish presented to me.

Anthea v. Santen

Anthea v. Santen
Authorized by the Swedish Legal,
Financial and Administrative Services
Agency as translator to English.