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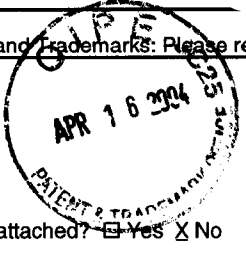
To the Honourable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Henry KOZLOWSKI

4-16-04

Additional names(s) of conveying party(ies) attached? Yes No



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

Name: Photoscience Japan Corporation

Internal Address: _____

Street Address: 8-3 Sandamachi 3-Chome

Hachioji-Shi

City: Tokyo State: _____ Country: Japan

Postal Code: 193-0832

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Other License Agreement

Execution Date: December 12, 1998

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:

The Title of Invention is: APPARATUS FOR ULTRAVIOLET LIGHT TREATMENT OF FLUIDS

A. Patent No.(s) 6,193,939

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: FASKEN MARTINEAU DUMOULIN LLP

Internal Address: Attention: Neil Henderson

Street Address: Toronto Dominion Bank Tower

P.O. Box 20

Toronto-Dominion Centre

City: Toronto State: Ontario ZIP: M5K 1N6

Country: Canada Attorney Docket: 1630800.0011

6. Total number of applications and patents involved:

one

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy 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.

Neil Henderson

Name of Person Signing
Reg. No. 47,359

Neil Henderson
Signature

April 15, 2004

Date

Total number of pages including cover sheet, attachments, and document: 12

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

THIS AGREEMENT entered into and effective as of November 17, 1998.

BY AND BETWEEN:

HENRY KOZLOWSKI an individual, having his principal residence in Toronto, Ontario, Canada hereinafter referred to as KOZLOWSKI.

AND

PHOTOSCIENCE JAPAN CORPORATION, a company organized and existing under the laws of Japan, hereinafter referred to as LICENSEE.

WITNESSETH THAT:

WHEREAS, KOZLOWSKI possesses certain inventions, patent applications, technical information and know-how relating to processes, equipment and products that pertain to the Ultraviolet Light Treatment of Water, and

WHEREAS, LICENSEE wishes to obtain a licence under said inventions, patent applications, and technical information and know-how to the extent that they pertain to the Ultraviolet Light Treatment of Water.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Definitions

(a) The term "Patent Rights" as used herein shall mean any and all inventions conceived solely by KOZLOWSKI prior to the effective date of this Agreement covering the ultraviolet light treatment of liquids for which patent applications have been or will be filed. Such Patent Rights include the inventions as fully set out and described in a U.S. patent application 60/107915 dated November 10, 1998 entitled Apparatus for UV Treatment of Water, and include any equivalents, divisional applications, continuations, continuations-in-part or reissues thereof which may be filed, and any patentable inventions relating to the Licensed



Products which were conceived by KOZLOWSKI prior to KOZLOWSKI's employment by LICENSEE.

(b) The term "Technical Information and Know-how" as used herein means that technical and other information and know-how in the possession of KOZLOWSKI which pertains to the ultraviolet treatment of liquids.

(c) The term "Licensed Products" as employed herein means an ultraviolet light treatment system and components as disclosed in patent applications under the Patent Rights and includes ballasts, connectors and associated electronics, power laminates, signal laminates or combined power and signal laminates for insertion in submersible racks, either individually or in combinations.

(d) The term "Affiliates" as used herein shall have the same meaning as the definition in the Canada Business Corporations Act. Under that Act, one corporation is deemed to be affiliated with another corporation if one of them is the subsidiary of the other or both are subsidiaries of the same corporation or each of them is controlled by the same person.

(e) The term "Effective Date" as used herein shall mean November 17, 1998.

ARTICLE II

Licence Grant

(a) KOZLOWSKI hereby grants to LICENSEE and its Affiliates a worldwide exclusive, non-transferrable licence to make, have made, use or sell Licensed Products. Additionally, KOZLOWSKI grants to customers of LICENSEE and LICENSEE's Affiliates a royalty-free non-exclusive right to use Licensed Products purchased or otherwise transferred from LICENSEE.

A handwritten signature in black ink, appearing to be 'K. A. [unclear]', is written over the bottom portion of the text.

ARTICLE III

Consideration

A handwritten signature in black ink, appearing to be "J. W. R.", located in the lower-left quadrant of the page.

Handwritten signature

-5-

ARTICLE IV

Transfer of Technology and Confidentiality

(a) Promptly after execution of this Agreement, KOZLOWSKI shall forward to LICENSEE any Technical Information and Know-how in his possession which is pertinent to the

Handwritten signatures of K.W. and A.R.

ultraviolet treatment of liquids.

(b) Each party agrees to treat as confidential, and will not divulge to any third party without the prior written consent of the other party, any Technical Information and Know-how provided under paragraph (a) of this ARTICLE during the life of this Agreement and, in the case of LICENSEE, for a period of two (2) years from the date of termination of this Agreement, provided, however, that any Technical Information and Know-how which lawfully is or shall become part of the public knowledge or literature, or which otherwise lawfully is or shall become available to LICENSEE from a source other than KOZLOWSKI shall not be subject to this provision.

ARTICLE V

Liability and Warranty

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

ARTICLE VI

Termination

(a) Subject to other provisions in the ARTICLE, this Agreement shall terminate on the date of expiry of the last-to-expire patent under the Patent Rights.

(b) LICENSEE may at any time terminate this Agreement by giving KOZLOWSKI at least sixty (60) days' prior notice in writing of his intention so to terminate.

A handwritten signature in black ink, appearing to be "J. W. Kozlowski" with a stylized flourish at the end.

Handwritten signature or initials

ARTICLE VII

Patent Maintenance and Infringement

ARTICLE VIII

Assignment

JW AR

ARTICLE IX

Arbitration

ARTICLE X

Applicable Law

ARTICLE XI

AR
AN


Further Assurances

AN *AR*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives as of the days and the year shown below.

HENRY KOZLOWSKI

PHOTOSCIENCE JAPAN CORPORATION


Signature

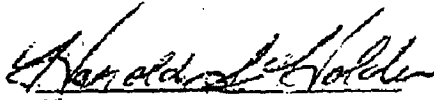

Signature

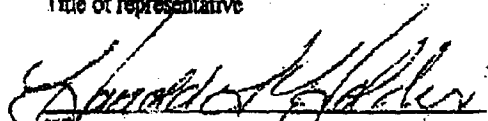
Date: December 1998

Date: 12. DEC 98

KOJI NAKANO
Printed name of representative

PRESIDENT
Title of representative


Witness


Witness

