

10-26-2004

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket No. 2420/123

102867293

To the Honorable Commissioner of

inal documents or copy thereof.

1. Name of conveying party(ies):

Rochester Institute of Technology

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

3. Nature of conveyance:

- Assignment/Nonexclusive License
- Merger Security
- Agreement Change of Name
- Other

Execution Date(s): July 10, 2003

1st Inventor:

2nd Inventor:

2. Name and address of receiving party(ies)

Name: Nth Tech Corporation

Street Address: 1759 Beulah Road

City: Churchville State: NY Zip: 14428

Country: U.S.A. Postal Code: _____

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

10/22/04

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

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

A. Patent Application No.(s)

B. Patent No.(s)

10/706,016

Additional numbers attached? Yes No

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

Attorney Name: Gunnar G. Leinberg, Esq.

Firm Name: Nixon Peabody LLP

Internal Address: _____

Street Address: Clinton Square, P.O. Box 31051

City: Rochester State: NY Zip: 14603-1051

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

14-1138

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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.

Gunnar G. Leinberg

Name of Person Signing
Registration No. 35,584

Gunnar Leinberg
Signature

Oct 20, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 4

CERTIFICATE OF MAILING OR TRANSMISSION [37 CFR 1.8(a)]

I hereby certify that this correspondence is being:

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PATENT
REEL: 015911 FRAME: 0171

Assignment/Nonexclusive License

Effective July 10, 2003, this Agreement is by and between Rochester Institute of Technology ("RIT"), an educational corporation in New York State, having a principal of business at One Lomb Memorial Drive, Rochester, NY 14623-5604 and Nth Tech Corporation ("Nth Tech"), with its principal place of business at 1759 Beulah Road, Churchville, New York 14428.

WHEREAS, RIT is the owner of improvements as set forth in U.S. Patent Application No. 10/238,438 entitled, "A Resonator And A Method Of Making Thereof" filed on September 9, 2002; U.S. Patent Application No. 10/280,299 entitled, "An Accelerometer And Methods Thereof" filed on October 24, 2002; U.S. Patent Application No. 10/280,304 entitled, "An Electrostatic Based Power Source And A Method Thereof" filed on October 24, 2002; U.S. Patent Application No. 10/280,264 entitled, "An Electrostatic Pressure Transducer And A Method Thereof" filed on October 24, 2002; and U.S. Patent Application No. 10/453,247 entitled, "A Biohazard Sensing System And Methods Thereof" filed on June 3, 2003 and any subsequent improvements directly related to said improvements;

WHEREAS, Nth Tech is desirous of securing an assignment of the entire right, title and interest throughout the world in, to and under the improvements and any subsequent improvements directly related to said improvements from RIT under the terms and conditions set forth below; and

WHEREAS, RIT is desirous of securing a worldwide, royalty-free, non-exclusive license to use the improvements and any subsequent improvements directly related to said improvements for educational and research purposes from Nth Tech under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and mutual covenants herein, the parties agree as follows:

RIT warrants that it has obtained and holds the entire right, title, and interest in, to and under the improvements and any subsequent improvements directly related to said improvements worldwide and has not granted a previous conflicting license or assignment.

RIT hereby agrees to sell, assign, transfer and set over unto Nth Tech, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in, to and under the improvements and any subsequent improvements directly related to said improvements, and to any applications and all divisions, renewals, continuations, and continuations-in-part thereof, and all Letters Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under

International Conventions and applications for Letters Patent which may hereafter be filed for the improvements and any subsequent improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for the improvements and any subsequent improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

RIT covenants and agrees that it will communicate to Nth Tech its successors, legal representatives and assigns, any facts known to RIT respecting the improvements and any subsequent improvements and will provide any individuals needed to sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, testify in any legal proceeding, and generally do everything possible to aid Nth Tech, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements and any subsequent improvements in all countries.

Nth Tech hereby grants to RIT a worldwide, royalty-free, nonexclusive license to use the improvements and any subsequent improvements for educational and research purposes for a period of twenty years from the effective date of this Agreement. The rights of RIT under this Agreement are not transferable.

The terms of this Agreement are confidential and shall not be disclosed by one party without the written consent of the other party.

This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Technology.

This Agreement may only be amended or modified by a document signed by the duly authorized representative of each of the respective parties hereto and expressly stating that it is the intent of that document to amend or modify the terms and conditions hereunder.

In the event that any provision of this Agreement is adjudged to be invalid or unenforceable, the entire Agreement shall not be construed to be invalid and unenforceable, and the remaining provisions of the Agreement shall continue in full force and effect.

The validity, performance, construction, and effect of this Agreement shall be governed by the substantive laws of the State of New York, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

Rochester Institute of Technology

By Jon Thwait
Title VP
Date June 20, 2003

Witness Margaret Bricks
Date 06-30-03

Nth Tech Corporation

By Michael Potter
Title President
Date July 10, 2003

Witness
Date

Lisa J. Hanna
7/10/03