


Form PTO-1595 (Rev. 07/05)
OMB No. 0851-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Innovative Medical Technology Systems, Inc.</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) Name: <u>Lifetrac Systems Incorporated</u></p> <p>Internal Address: _____ Street Address: <u>316 Main Street</u></p> <p>City: <u>Biddeford</u> State: <u>Maine</u> Country: <u>United States of America</u> Zip: <u>04005</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>June 1, 2001</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____</p>	<p>4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No.(s) _____ B. Patent No.(s) <u>6,775,564</u> <u>5,910,109</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Michael A. Diener</u> <u>WILMER CUTLER PICKERING HALE AND DORR LLP</u></p> <p>Internal Address: _____ Street Address: <u>60 State Street</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02109</u> Phone Number: <u>(617) 526-6000</u> Fax Number: <u>(617) 526-5000</u> Email Address: _____</p>	<p>6. Total number of applications and patents involved: 2</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>80.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)</p>
<p>9. Signature:  _____ Signature</p> <p><u>Michael A. Diener - 37,122</u> Name of Person Signing</p>	<p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>08-0219</u> Authorized User Name <u>Michael A. Diener</u></p> <p>Total number of pages including cover sheet, attachments, and documents: 5</p>

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 308-5995, on the date shown below.

Dated: Aug 18, 2005 Signature: Tina M. Dougal (Tina M. Dougal)

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PATENT
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PURCHASE AGREEMENT

Agreement dated as of June 1, 2001 by and among, **Lifetrac Systems Incorporated**, a Delaware corporation, having its principal place of business located at 316 Main Street, Biddeford, Maine 04005 ("Lifetrac"), **Innovative Medical Technology Systems, Inc.**, a Maine corporation, having its principal place of business located at 316 Biddeford, Maine 04005 ("IMTS"), **T.G.D. Corp.**, a Maine corporation having a principal place of business at 21 Church Street, Scarborough, Maine ("TGD") and **JT Alexander & Associates Corporation**, having an address at Suite 420-171 West Esplanade, North Vancouver, British Columbia V7M 3J9 (the "Finder").

Whereas, TGD is a party to an Agreement dated January 2, 2001 (the "TGD Agreement") as amended, by and among ("TGD") a Maine corporation, having its principal office at 21 Church St., Scarborough, Maine 04074; **Genesis Marketing and Development Limited Liability Company**, a Maine limited liability company ("GMAD") having its principal place of business at 2456 Lafayette St., Suite 12, Portsmouth, NH 03801; **Emerging Technology Systems, Ltd.**, an Ohio limited liability company ("ETS") having its principal place of business in Akron, Ohio; **Richard K. Peters ("RKP")**, **Donald V. Elmerick ("DVE")** and **Jay S. Bendis ("JSB")**. A copy of the TGD Agreement is attached hereto as Exhibit A;

Whereas, pursuant to the terms of the TGD Agreement, the ETS Members transferred one hundred percent (100%) of their/its membership interest to TGD for the purpose of development of the ETS Assets (as defined in the TGD Agreement), including but not limited to the patent rights, marketing and distribution rights in and to a non-invasive glucose measuring device and method for measuring blood glucose, which invention and product is described and covered by among others, U.S. Patent #5,910,109 (collectively, the "Patents") (hereinafter the "Technology," "Device," or "Product") all under the general terms and conditions set forth in the TGD Agreement;

Whereas, pursuant to the terms of the TGD Agreement GMAD transferred all of its right, title and interest in and to the marketing rights under that certain Marketing Agreement dated July 16, 1996 (the "GMAD Marketing Agreement") to the ETS Assets to TGD under the terms and conditions set forth in the TGD Agreement; a copy of the GMAD Marketing Agreement is Attached hereto as Exhibit B;

Whereas IMTS has acquired all of TGD's rights and assumed all of TGD's obligations under the TGD Agreement (the "TGD Obligations") by Assignment and Assumption Agreement dated February 1, 2001, a copy of which are attached hereto as Exhibits C;

Whereas, IMTS owns the Patents and has the right to grant marketing rights with respect to the technology and for all products covered by the Patents free and clear of all liens and encumbrances except for its TGD Obligations;

Whereas, IMTS owns the trade-name, trademark and service marks listed in Exhibit D hereto, including but not limited to "SugarTrac®" (collectively, the "Trademarks").

Whereas, each of Lifetrac, IMTS and TGD acknowledge that Lifetrac was introduced to IMTS and TGD by Finder and that those parties are entering into this agreement as a result of the efforts of Finder.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

PURCHASE AND SALE OF ASSETS.

1.01. Assets Being Purchased. IMTS shall sell to Lifetrac and Lifetrac shall purchase from IMTS on the terms specified in this Agreement, the tangible and intangible assets listed and shown on the attached schedule marked Schedule 1.01(a) including but not limited to IMTS' rights, title and interest under the TGD Agreement (as defined below), the Patents and the Trademarks (hereinafter called the "Assets"). In connection with the sale of the Assets, and at the Closing (as hereinafter defined), (a) IMTS shall execute and deliver to and in favor of LifeTrac, an Assignment and Bill of Sale, substantially in the form of Exhibit E hereto and such other instruments as may be required in order to transfer of record all right, title and interest of the Assets to LifeTrac.

REDACTED
SECTIONS
1.02 THROUGH 11.07

IN WITNESS WHEREOF, LifeTrac, TGD, and IMTS, have through their respective duly qualified and authorized officers, signed and delivered this agreement and agree to be bound by the terms hereof as of this 1st day of June, 2001.

LifeTrac Systems Incorporated

By William M. Danton
Name: WILLIAM M. DANTON
Title: President
A Duly Authorized Signatory

Innovative Medical Technologies Systems, Inc.

By William M. Danton
Name: WILLIAM M. DANTON
Title: President
A Duly Authorized Signatory

T.G.D. Corp.

By Todd G. DeKoning
Name: Todd G. DeKoning
Title: President
A Duly Authorized Signatory

JT Alexander &

By _____
Name: _____
Title: _____
A Duly Authorized Signatory

IN WITNESS WHEREOF, LifeTrac, TGD, and IMTS, have through their respective duly qualified and authorized officers, signed and delivered this agreement and agree to be bound by the terms hereof as of this 1st day of June, 2001.

LifeTrac Systems Incorporated

By _____
Name: _____
Title: _____,
A Duly Authorized Signatory


Innovative Medical Technologies Systems, Inc.

By _____
Name: _____
Title: _____,
A Duly Authorized Signatory

T.G.D. Corp.

By _____
Name: _____
Title: _____,
A Duly Authorized Signatory

JT Alexander & Associates Corporation

By  _____
Name: JT Alexander
Title: President
A Duly Authorized Signatory

EXHIBITS REDACTED

WILMER CUTLER PICKERING
HALE AND DORR LLP

FACSIMILE

DATE
August 18, 2005

TO
Assignment Branch - U.S. Patent (571) 272-3350 / (571) 273-0140
and Trademark Office

60 STATE STREET
BOSTON, MA 02109
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+1 617 526 5000 fax
wilmerhale.com

FROM
Tina M. Dougal
617-526-5158

NUMBER OF PAGES, INCLUDING COVER

6

MESSAGE

Please record the attached Form PTO-1595 and Assignment document.

In the event of a fee deficiency or any overpayment, please make the necessary adjustment to Deposit Account No. 08-0219.

Please contact me at the telephone number listed above if you have any questions regarding this matter.

Certificate of Facsimile Transmission under 37 CFR 1.8(a)

I hereby certify that the attached Form PTO-1595 and Assignment is being filed by facsimile to (703) 306-5995 on August 18, 2005.

Tina M. Dougal

Tina M. Dougal

This facsimile transmission is confidential and may be privileged. If you are not the intended recipient, please immediately call the sender or, if the sender is not available, call +1 617-526-5413 and destroy all copies of this transmission. If the transmission is incomplete or illegible, please call the sender or, if the sender is not available, call +1 617-526-5413. Thank you.

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PATENT