

ASSIGNMENT

WHEREAS, COMPAGNIE DE DEVELOPPEMENT AGUETTANT, a company established under the laws of France, whose address is Parc Scientifique Tony Garnier, rue Alexander Fleming, 69007 Lyon, FRANCE (hereinafter called "Assignor") is the owner of the following Letters Patent (hereinafter called "Patent Properties"), which ownership, to the extent recorded in the United States Patent and Trademark Office, is evidenced at the Reel and Frame(s) indicated below:

<u>Patent Number and Date of Issue</u>	<u>Named Inventors</u>	<u>Reel and Frame</u>
5,503,538	Michael V. WIERNICKI	007176/0270
April 2, 1996	Mark G. SCATTERGOOD	

The undersigned has reviewed all the documents in the chain of title identified above; and to the best of the undersigned's knowledge and belief, title is in the Assignor. The undersigned is empowered to sign this Assignment on behalf of the Assignor.

WHEREAS, AGUETTANT SANTE, a company established under the laws of France, whose address is Parc Scientifique Tony Garnier, rue Alexander Fleming, 69007 Lyon, FRANCE (hereinafter called "Assignee") is desirous of acquiring the entire right, title and interest for the entire world, including the United States, its territories, dependencies and possessions, in and to said Patent Properties, including any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, foreign, design, confirmation, substitute and reissue application(s) or extensions of the same, as well as any and all applications claiming priority from such applications and any and all applications from which they claim priority.

Now, To All Whom It May Concern: Be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the entire world, including the United States, its territories, dependencies and possessions, in and to said Patent Properties, and any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, foreign, design, confirmation, substitute and reissue application(s) or extensions thereof, as well as any and all applications claiming priority from such applications and any and all applications from which they claim priority; the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been

held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for and collect the same for its own use and for the use of its successors, assigns and legal representatives.

Assignor agrees that this assignment is binding on Assignor and its heirs, successors, assigns and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States (and the appropriate officer of any relevant foreign country to issue any Patent of such country), resulting from said Patent Properties and any confirmations, divisions, continuations, counterparts, reexaminations, reissues or extensions thereof, to Assignee.

Assignor agrees to execute all papers necessary in connection with any interference which may be declared concerning said Patent Properties (and/or patents that may be granted therefrom), or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.

Assignor covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to Assignee.

Assignor grants the firm of OLIFF & BERRIDGE, PLC of Alexandria, Virginia the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office (or other foreign patent office) for recordation of this document.

This Assignment is effective as of the 16 day of September, 2005.

Witness

J H de Mampud

Signature

Officer of Assignor

L'EXCELLENT Carole

Witness

AE

AGUETTANT Aric

Typewritten Name of Officer

President

Title of Officer

_____))
_____))

SS: _____

BE IT KNOWN, that on this 16 day of September, 2005, personally appeared _____, to me known and known to me to be the individual(s) described in and who executed the foregoing assignment and who acknowledged to me the execution of the same.

Notary Public

SEAL

M

My commission expires: _____

Me Yves TOUZET
Notaire à Lyon, soussigné
certifie la signature
de N. AGUETTANT
le 11/10/2005

