

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <b>LifeTrac Systems Incorporated</b> <b>126 Daniel Street</b> <b>Suite 220</b> <b>Portsmouth, NH 03801</b> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) <b>Name: Carlisle Capital Corporation</b> <b>Internal Address: _____</b>    <b>Street Address: 126 Daniel Street, Suite 200</b>    <b>City: Portsmouth State: NH Zip: 03801</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other Conditional Assignment of Patents  Execution Date: <u>6/13/06</u>					
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: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">A. Patent Application No.(s)</div> <div style="width: 45%;">B. Patent No.(s) 5,910,109; 6,775,564</div> </div> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  <b>Name: Michelle Saguet Temple</b>  <b>Devine, Millimet &amp; Branch, P.A.</b>  Internal Address: _____    <b>Street Address: 111 Amherst Street</b>    <b>City: Manchester State: NH Zip: 03101</b>			6. Total number of applications and patents involved: <span style="border: 1px solid black; padding: 2px 5px;">2</span>  7. Total fee (37 CFR 3.41). . . . . \$ 80.00  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <u>04-0932</u>  (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature.  <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <b>Michelle Saguet Temple</b>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>06.19.2006</u>            Date         </div> </div> Total number of pages including cover sheet, attachments, and documents: <span style="border: 1px solid black; padding: 2px 5px;">4</span>					

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

CH \$80.00 040932 5910109

Attorney Docket No. 17226/77247**CONDITIONAL ASSIGNMENT OF PATENTS**

THIS CONDITIONAL ASSIGNMENT is made between Lifetrac Systems Incorporated, a corporation organized under the laws of the state of Delaware, the undersigned ("Assignor"), and Carlisle Capital Corporation, a corporation organized under the laws of the state of Delaware ("Assignee").

**PRELIMINARY STATEMENT**

WHEREAS, pursuant to a security agreement dated May 10, 2006 ("Security Agreement") between the Assignor and the Assignee, wherein, amongst other collateral, the inventions relating to Non-Invasive Glucose Measuring Device and Method for Measuring Blood Glucose described in Letters Patents of the United States, identified as Patent Nos. 5,910,109 and 6,775,564 are made collateral; and

WHEREAS, the Security Agreement contains a default provision specifying the remedies for default, including the right, after the Standstill Period and a subsequent Interest Default or after the 90-day cure period, as the case may be, to take possession and control of said collateral.

NOW THEREFORE, for and in consideration of the sum of One Dollars (\$1.00) in hand paid by the Assignee and other good and valuable consideration, receipt of which is hereby expressly acknowledged:

1. **ASSIGNMENT.** Assignor hereby conditionally assigns and transfers unto Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to Non-Invasive Glucose Measuring Device and Method for Measuring Blood Glucose described in Letters Patents of the United States, identified as Patent Nos. 5,910,109 and 6,775,564, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said Letters Patents, and all the rights and privileges under any and all Letters

Patents that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patents. In the event that an Event of Default has occurred pursuant to Section 4 of said Security Agreement, then, subject to (x) the Standstill Period in the event of a Commercial Viability Default followed by an Interest Default that is not timely cured (as those terms are defined in the Loan Agreement), or (y) the 90-day cure period specified in Section 7.A.2 of the Loan Agreement, this conditional assignment of said all Letters Patents as collateral shall be construed as an assignment, after which:

A. Assignor requests that any and all Letters Patents for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

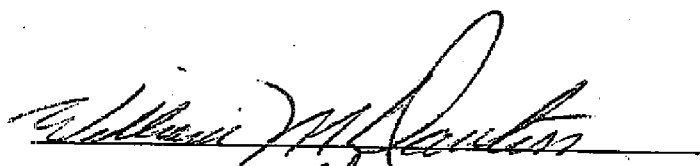
B. Assignor agrees that, when requested, will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining Letters Patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

C. Assignor authorizes and empowers the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from said Assignor.

D. Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

2. SPECIAL WARRANTIES AND COVENANTS: Assignor covenants with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that Assignor has full right to convey the same as herein expressed.

IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below for Assignor.

  
William M. Danton, Chairman (title)

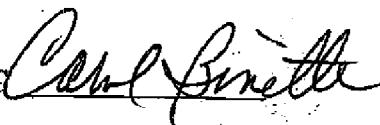
Lifetrac Systems Incorporated

6/13/06  
DATE

STATE OF )  
) SS  
COUNTY OF )

On this 13<sup>th</sup> day of June, 2006, before me personally came the above named William M. Danton who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC



My Commission Expires:

2/7/2009

1131867.2

PATENT

REEL: 017811 FRAME: 0580

**DEVINE  
MILLIMET**

ATTORNEYS AT LAW

## FAX COVERSHEET

Date: June 19, 2006

Number of Pages (Including Coversheet): 5

NAME	COMPANY	FAX NO.	PHONE NO.
Assignment Division	USPTO	571-273-0140	571-272-3350

From: Michelle Saquet Temple

IF THERE IS A PROBLEM WITH THIS TRANSMISSION, OR IF YOU DID NOT RECEIVE ALL PAGES, PLEASE CALL:

Operator: Raelynn Armstrong

Telephone: 603.695.8648

Comments: Please record the attached Assignment for Patent Nos. 5,910,109 and 6,775,564. Thank you.

This fax will not be followed by mail.

Client/Matter No. 17226/77247

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PROFESSIONAL  
ASSOCIATION

111 AMHERST STREET  
MANCHESTER  
NEW HAMPSHIRE  
03101

T 603.669.1000  
F 603.669.8547  
DEVINEMILLIMET.COM

MANCHESTER, NH  
ANDOVER, MA  
CONCORD, NH  
NORTH HAMPTON, NH

**PATENT**

RECORDED: 06/19/2006

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