

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Sub-License Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Toric Automation Inc.	10/07/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Toric Automation (U.S.), Inc.
<b>Street Address:</b>	1571 17th Avenue NW
<b>City:</b>	New Brighton
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55112
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5431201
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	612-337-2588
<b>Email:</b>	cthompson@fr.com
<b>Correspondent Name:</b>	Craige O. Thompson
<b>Address Line 1:</b>	FISH & RICHARDSON
<b>Address Line 2:</b>	P.O. BOX 1022
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440
<b>NAME OF SUBMITTER:</b>	Craige O. Thompson
<b>Total Attachments: 8</b> source=Sub-License Agreement#page1.tif source=Sub-License Agreement#page2.tif source=Sub-License Agreement#page3.tif source=Sub-License Agreement#page4.tif source=Sub-License Agreement#page5.tif source=Sub-License Agreement#page6.tif	

**CH \$40.00 5431201**



SUB- LICENSE AGREEMENT

THIS AGREEMENT made OCTOBER 7, 2004 (the "Effective Date").

BETWEEN:

TORIC AUTOMATION INC.,

("Toric"),

- and -

TORIC AUTOMATION (U.S.), INC.

(the "Sub-licensee").

WHEREAS:

(a) Pursuant to an Exclusive License Agreement dated as of July 1, 2004 between Technology 2000 Inc. (the "Owner"), as licensor, and Toric, as licensee, (the "Master License Agreement"), the Owner granted to Toric an exclusive, worldwide license of certain Licensed Rights (as defined in the Master License Agreement) relating to inventions and technology to automate the preparation of syringe and intravenous admixtures (commonly referred to as the "Automated Pharmacy Admixture System" or "APAS");

(b) The Sub-licensee is desirous of acquiring from Toric an exclusive sub-license of the Licensed Rights and the exclusive right to make, have made, use, sell, distribute and put into use products embodying the Licensed Rights ("Products");

(c) The parties desire to set forth the terms and conditions of an exclusive sub-license of the Licensed Rights, and of an exclusive right to make, have made, use and sell Products;

And in consideration of the premises, and the mutual covenants and agreements set forth, the parties agree as follows:

**1. License**

1.01 Toric grants to the Sub-licensee, subject to the conditions set forth in this Sub-license Agreement:

- (a) an exclusive worldwide sub-license of the Licensed Rights (the "Sub-licensed Rights"); and

(b) the exclusive right to make, have made, use and sell Products.

1.02 Toric shall extend the Sub-licensed Rights to include any and all future patents, patent applications, inventions, improvements in products, processes and manufacturing techniques relative to the Products that Toric may develop or license from the Owner pursuant to the Master License Agreement.

1.03 Toric agrees to disclose to the Sub-licensee all manufacturing processes, techniques and trade secrets necessary properly to exploit the Sub-licensed Rights, and to make no charge for doing so, save for reasonable out-of-pocket expenses.

**3. Representations and Warranties of Toric**

3.01 Toric represents and warrants that:

- (h) The patents described in Schedule "A" (the Patents") are based on applications filed describing all of the inventors and in a timely manner as is required by the Canadian Intellectual Property Office and the United States Patent and Trademark Office, and the applicable legislation in Canada and the United States;

4.03 Notwithstanding anything else contained herein, if the Licensed Rights are transferred back to the Owner pursuant to section 4.03 of the Master License Agreement, this Sub-license Agreement and the within sub-license shall terminate and all equipment, drawings, plans, specifications, reports, and documents relating to the APAS and provided to the Sub-licensee shall be delivered to Toric.

**5. Assignment and Sublicensing**

5.01 This Sub-license Agreement is not assignable by the Sub-licensee without the consent of Toric.

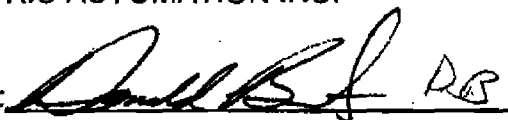
5.02 The Sub-licensee may sublicense the Sub-licensed Rights and the right to make, have made, use or sell the Products, provided that all payments received therefrom shall be included in the Net Sales of the Sub-licensee and royalties shall be paid thereon.



7.06 This Sub-license Agreement embodies the entire agreement of the parties, and there are no further or other agreements or understandings, written or oral, in effect between parties, relating to the subject-matter of this Sub-license Agreement.

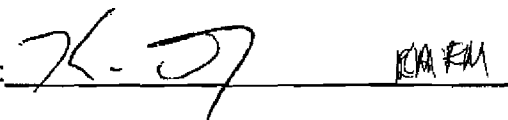
Executed as of the Effective Date.

TORIC AUTOMATION INC.

By: 

Title: \_\_\_\_\_

TORIC AUTOMATION (U.S.), INC.

By: 

Title: President

**SCHEDULE "A"**

**Canadian Patent 2,180,146 entitled Robotic Admixture System**

**United States Patent 5,431,201 entitled Robotic Admixture System**