

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                |
|-----------------------|----------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT     |
| EFFECTIVE DATE:       | 08/02/2000     |

**CONVEYING PARTY DATA**

| Name   | Execution Date |
|--|----------------|
| Ontario Power Generation Inc., Ontario Power Technologies division | 08/02/2000     |

**RECEIVING PARTY DATA**

|                 |                    |
|-----------------|--------------------|
| Name:           | Kinectrics Inc.    |
| Street Address: | 800 Kipling Avenue |
| City:           | Toronto, Ontario   |
| State/Country:  | CANADA             |
| Postal Code:    | M8Z 6C4            |

**PROPERTY NUMBERS Total: 1**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 6199831 |

**CORRESPONDENCE DATA**

Fax Number: (215)965-1210  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-965-1270  
 Email: wschwarze@akingump.com  
 Correspondent Name: William W. Schwarze  
 Address Line 1: Akin Gump Strauss Hauer & Feld  
 Address Line 2: One Commerce Square, Suite 2200  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

|                         |            |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 054034-8US |
|-------------------------|------------|

|                    |              |
|--------------------|--------------|
| NAME OF SUBMITTER: | Regina Baker |
|--------------------|--------------|

Total Attachments: 7  
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**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT made as of the 2nd day of August, 2000.

BETWEEN

**ONTARIO POWER GENERATION INC.**, a corporation incorporated  
under the laws of Ontario  
(the "Vendor")

- and -

**KINECTRICS INC.**, a corporation incorporated under the laws of  
Ontario  
(the "Purchaser")

**RECITALS****WHEREAS:**

1. The Vendor carries on the Business and is willing to sell the Purchased Assets to the Purchaser; and
2. The Purchaser is willing to purchase the Purchased Assets and to assume the Assumed Liabilities;

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
INTERPRETATION**

1.1 **Definitions.** In this Agreement, the following terms shall have the meanings set out below:

- (1) "**Agreement**" means this Agreement, including the Exhibits and the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this Agreement and not to any particular Article or section, and "**Article**" or "**section**" mean and refer to the specified Article or section of this Agreement.
- (2) "**Assumed Liabilities**" means the following Liabilities of the Vendor (but does not include the Excluded Liabilities):

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relating to project technology entitled "License Agreement from OPG to Kinectrics Regarding Certain Project Technology" and which is entered into and delivered by the Vendor and the Purchaser pursuant to Section 2.3.


- (18) **"Kinectrics Trade Mark Licence"** means the licences by the Vendor to the Purchaser with respect to certain of the Vendor's trade mark rights entitled (a) "Transitional Trade Mark License" and (b) "Electrosleeve Sublicense Agreement", and which is entered into and delivered by the Vendor and the Purchaser pursuant to Section 2.3.
- (19) **"Leased Premises"** means the Purchaser's leasehold interest in real property related directly to, or used in the Business located at (a) 800 Kipling Avenue, Toronto, Ontario and (b) the Lakeview Generating Station, Mississauga, Ontario, which, in each case, is leased by the Purchaser under the Premises Leases.
- (20) **"Liabilities"** means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, applicable law and Taxes.
- (21) **"Notices"** means the notices required to be given to any person under applicable law or pursuant to any contract or other obligation to which the Vendor is a party or by which the Vendor is bound or which is applicable to any of the Purchased Assets, in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated by this Agreement.
- (22) **"OPG IP Licence"** means the licence by the Purchaser to the Vendor of the Intellectual Property transferred hereunder entitled "License Agreement from Kinectrics to Generation" and which is entered into and delivered by the Vendor and the Purchaser pursuant to section 2.3.
- (23) **"OPT"** means the Vendor's Ontario Power Technologies division, and includes the predecessor divisions of Ontario Hydro named "Ontario Hydro Technologies" and "Ontario Hydro Research Division".
- (24) **"Part VI"** means Part VI of the *Electricity Act, 1998* and any regulations made thereunder.
- (25) **"Pension and Benefits Agreement"** means the agreement between the Vendor and the Purchaser dated the date hereof relating to pension benefits and certain other employee benefits to be provided to the Transferred Employees.
- (26) **"Premises Leases"** means the leases dated the date hereof between the Vendor and the Purchaser relating to the Leased Premises.
- (27) **"Purchased Assets"** means the following properties, assets, interests and rights of the Vendor (but does not include the Excluded Assets):

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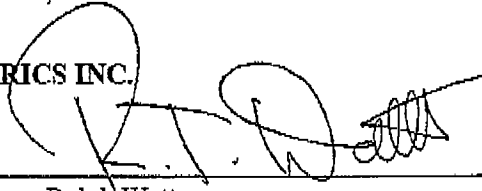
- (a) all machinery, equipment, furniture, furnishings, and other chattels located at the Leased Premises and all motor vehicles including the personal property listed in Schedule 1.1(27)(a) (the "Personal Property");
- (b) all inventories of stock-in-trade and merchandise located at the Leased Premises or which are in possession of Employees, suppliers, customers or other third parties, or which are on order, in transit or away from the Leased Premises for maintenance or repair, including materials, supplies, work-in-progress (including work-in-progress on contracts for services rendered prior to the Time of Transfer), finished goods, tooling, service parts and purchased finished goods, as identified in Schedule 1.1(27)(b);
- (c) all accounts receivable, bills receivable, trade accounts, book debts and
- (d)
- (e) all rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers or others in connection with the Purchased Assets or the Assumed Liabilities, in each case to the extent the same are assignable;
- (f) all rights to and interests of the Vendor in:
  - (i) the patents and patent applications listed in Schedule 1.1(27)(f)(i);
  - (ii) the trademarks, trademark registrations and trademark applications listed in Schedule 1.1(27)(f)(ii);
  - (iii) with the exception of the rights and interests of the Vendor provided for in the agreement entitled "Fuel Cell Technology Agreement" dated August 2, 2000 between the Vendor and the Purchaser, all reports, inventions, works, designs, technical information, developed by or on behalf of OPT including all such information that is recorded in OPT's technical reports, and all working files, computer software, designs and process descriptions related to those technical reports, and all such information that is recorded as work in progress, together with all rights to apply for patents on such information, and all copyrights, rights in industrial designs and electrical/electronic circuit design rights in such information and the rights to obtain protection therein throughout the world;

IN WITNESS WHEREOF the parties have executed this Agreement.

**ONTARIO POWER GENERATION INC.**

By:   
Name: Ron Osborne  
Title: President and Chief Executive Officer

**KINECTRICS INC.**

By:   
Name: Ralph Watts  
Title: President and CEO

Schedule 1.1(2) - Patents

| File # | Title  | First Inventor  | Country        | Application Number | Filing date | Issue Date | Patent Number |
|--------|--|-----------------|----------------|--------------------|-------------|------------|---------------|
| 81     | Fault Anticipation Apparatus for High Voltage Electrical Equipment | M. Kurtz        | Canada         | 396,569            | 2/18/82     | 9/4/84     | 1,173,905     |
| 82     | Fault Anticipation Apparatus for High Voltage Electrical Equipment | M. Kurtz        | United States  | 245,656            | 3/20/81     | 5/23/83    | 4,385,271     |
| 83     | Fault Anticipation Apparatus for High Voltage Electrical Equipment | M. Kurtz        | Japan          | 45477/82           | 3/20/82     | 8/30/91    | 1616161       |
| 84     | Fault Anticipation Apparatus for High Voltage Electrical Equipment | M. Kurtz        | Europe         | 82301201.8         | 9/29/82     | 2/25/86    | E16321        |
| 85     | Fault Current Diverter   | J. Kortschinski | Canada         | 521,726            | 10/29/86    | 8/6/91     | 1,287,369     |
| 86     | Fault Current Diverter   | J. Kortschinski | United States  | 841,452            | 3/20/86     | 8/4/87     | 4,685,021     |
| 87     | Fault Current Diverter   | J. Kortschinski | United Kingdom | 8628134            | 11/25/86    | 11/15/89   | 2,188,198     |
| 88     | Fault Current Diverter   | J. Kortschinski | United Kingdom | 8724734            | 11/25/86    | 11/15/89   | 2,195,844     |
| 219    | Producing Carbon-14 Isotopes from Spent Resin Waste                | F.H. Chang      | Canada         | 2061307            | 2/17/92     | 12/29/98   | 2,061,307     |
| 220    | Producing Carbon-14 Isotopes from Spent Resin Waste                | F.H. Chang      | United States  | 071658,503         | 8/21/90     | 2/15/94    | 5,286,468     |
| 221    | Producing Carbon-14 Isotopes from Spent Resin Waste                | F.H. Chang      | South Korea    | 92-2586            | 4/6/94      | 8/14/97    | 120206        |
| 301    | Wood Pole Decay Detector   | R.C. Hanrahan   | Canada         | 2037844-1          | 3/8/91      | 6/11/96    | 2037844       |
| 302    | Wood Pole Decay Detector   | R.C. Hanrahan   | United States  | 071618,958         | 11/28/90    | 4/14/92    | 5,105,453     |
| 29     | Amorphous Semiconductor Nuclear Batteries                          | N.P. Kherani    | Canada         | 2120295            | 3/30/94     | 9/15/98    | 2120295       |
| 31     | Amorphous Semiconductor Nuclear Batteries                          | N.P. Kherani    | United States  | 081282,294         | 7/29/94     | 2/25/97    | 5,606,213     |
| 32     | Amorphous Semiconductor Nuclear Batteries                          | N.P. Kherani    | Europe         | 94302439.8         | 4/6/94      | 6/17/98    | 0622811       |
| 33     | Amorphous Semiconductor Nuclear Batteries                          | N.P. Kherani    | Japan          | 827861/994         | 4/21/94     | 7/26/99    | 2922779       |

Schedule 1.1(2)(b) - Patents

| File # | Title   | First Inventor | Country       | Application Number | Filing date | Issue Date | Patent Number |
|--------|---|----------------|---------------|--------------------|-------------|------------|---------------|
| 54     | Hydroacoustic Sonar Equipment and Method  | P.H. Patrick   | Japan         | 144237/1990        | 6/1/90      | 6/12/96    | 2505911       |
| 57     | Hydroacoustic Sonar Equipment and Method  | P.H. Patrick   | Denmark       | 90305727           | 5/25/90     | 9/25/95    | 400919        |
| 58     | Hydroacoustic Sonar Equipment and Method  | P.H. Patrick   | Spain         | 90305727           | 5/25/90     | 11/1/95    | 2076316       |
| 59     | Hydroacoustic Sonar Equipment and Method  | P.H. Patrick   | Netherlands   | 90305727           | 5/25/90     | 8/23/95    | 400919        |
| 60     | Hydroacoustic Sonar Equipment and Method  | P.H. Patrick   | Italy         | 90305727           | 5/25/90     | 8/23/95    | 400919        |
| 61     | Hydroacoustic Sonar Equipment and Method  | P.H. Patrick   | Greece        | 90305727           | 5/25/90     | 2/29/96    | 3017938       |
| 62     | Hydroacoustic Sonar Equipment and Method  | P.H. Patrick   | Luxembourg    | 90305727           | 5/25/90     | 8/23/95    | 400919        |
| 308    | Hydroacoustic Sonar Equipment and Method  | P.H. Patrick   | Austria       | 90305727.1         | 5/25/90     | 9/25/95    | 126896        |
| 467    | Improved Filter System  | K.G. McCauley  | Canada        | 2,278,433          | 6/22/99     |            |               |
| 468    | Improved Filter System  |                | United States | 09/337,507         |             |            |               |
| 120    | Lineman's Pole Strap Assembly   | A.C. Sulowski  | Canada        | 2,069,288          | 5/22/92     | 4/19/94    | 2,069,288     |
| 121    | Lineman's Pole Strap Assembly   | A.C. Sulowski  | United States | 07/840,139         | 2/24/92     | 8/25/92    | 5,141,074     |
| 127    | Liquid Askarel Destruction Process Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines | L.A. Gonzalez  | Canada        | 2,062,054          | 2/28/92     | 9/23/97    | 2,062,054     |
| 156    | Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines                                    | H.G. Sedding   | Canada        | 2086641-1          | 1/4/93      | 11/4/97    | 2,066,641     |
| 157    | Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines                                    | H.G. Sedding   | United States | 07/824,392         | 1/23/92     | 10/12/93   | 5252915       |
| 158    | Method and Apparatus for Detecting Stator Faults in Rotary Dynamoelectric Machines                                    | H.G. Sedding   | Europe        | 93300513.4         | 1/25/93     | 11/24/99   | 552,991       |
| 459    | Method and Apparatus For Tritium-In-Water Monitoring  | N.P. Knerani   | United States | 09/293,996         | 4/19/89     |            |               |



Schedule 1. f(2) - Patents

| File # | Title   | First Inventor                | Country        | Application Number | Filing date | Issue Date | Patent Number |
|--------|---|-------------------------------|----------------|--------------------|-------------|------------|---------------|
| 109    | Method and Apparatus for Turbine Blade Rehabilitation                     | M.K.C. Ng                     | United States  | 08/239,067         | 5/6/94      | 4/30/96    | 5,511,308     |
| 365    | Monitor for Measuring the Radioactivity of a Surface                      | W.T. Shmayda                  | Germany        | 19620907.2         | 5/24/96     |            |               |
| 366    | Monitor for Measuring the Radioactivity of a Surface                      | W.T. Shmayda                  | France         | 9606518            | 5/24/96     | 11/13/98   | 2,734,646     |
| 367    | Monitor for Measuring the Radioactivity of a Surface                      | W.T. Shmayda                  | United Kingdom | 9610925.1          | 5/24/96     | 7/13/99    | 2301222       |
| 437    | Monitor for Measuring the Radioactivity of a Surface                      | W.T. Shmayda                  | United States  | 08/861,223         | 5/21/97     | 8/24/99    | 5,942,757     |
| 458    | Non-Electric Perimeter Fence  | S. Poultan                    | United States  | 09/342,927         | 6/30/99     |            |               |
| 395    | Non-Venting Cutout Mounted Fuse   | S.L. Cress                    | United States  | 09/376,337         | 8/18/99     |            |               |
| 370    | Oil Circuit Recloser Operator   | R.A. Cotton                   | Canada         | 2,191,140          | 11/25/96    |            |               |
| 442    | Oil Circuit Recloser Operator   | R.A. Cotton                   | United States  | 08/978,477         | 11/25/97    | 4/20/99    | 5,895,258     |
| 410    | Oil Spill Containment System (Sorb Web)                                   | Holly Hampton                 | Canada         | 2,226,014          | 12/23/97    |            |               |
| 453    | Photovoltaic Powered Light Emitting Diode (LED) Array For Fish Attraction | P.H. Patrick                  | United States  | 09/130,514         |             |            |               |
| 214    | Process and Apparatus for Tritium Recovery                                | K.M. Kalyanam                 | United States  | 07/516,733         | 4/30/90     | 10/13/92   | 5,154,878     |
| 362    | Process and Apparatus for Tritium Recovery                                | K.M. Kalyanam                 | France         | 91303627.3         | 4/23/91     | 3/6/96     | 455,397       |
| 363    | Process and Apparatus for Tritium Recovery                                | K.M. Kalyanam                 | Italy          | 91303627.3         | 4/23/91     | 3/6/96     | 455,397       |
| 354    | Radioisotope-Powered Semiconductor Battery                                | L. Mannik, Ruda, Peralta, Chu | United States  | 08/565,708         | 11/30/95    | 1/12/99    | 5,859,484     |
| 225    | Radioluminescent Light Sources  | N.P. Kherani                  | Canada         | 2049409            | 8/16/91     | 5/10/94    | 2049409-3     |
| 226    | Radioluminescent Light Sources  | N.P. Kherani                  | United States  | 07/583,209         | 9/17/90     | 6/2/92     | 5,118,951     |
| 227    | Radioluminescent Light Sources  | N.P. Kherani                  | Europe         | 91307708.7         | 8/21/91     | 3/8/95     | 0476845       |
| 229    | Radioluminescent Light Sources  | N.P. Kherani                  | Japan          | 2362811991         | 9/17/91     | 4/28/00    |               |