

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Walter K. Proniewicz</td><td>08/28/2000</td></tr><tr><td>Dale E. Winther</td><td>08/28/2000</td></tr></tbody></table>		Name	Execution Date	Walter K. Proniewicz	08/28/2000	Dale E. Winther	08/28/2000				
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Q Step Technologies, LLC</td></tr><tr><td>Street Address:</td><td>16555 Saticoy Street</td></tr><tr><td>City:</td><td>Van Nuys</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>91214</td></tr></table>		Name:	Q Step Technologies, LLC	Street Address:	16555 Saticoy Street	City:	Van Nuys	State/Country:	CALIFORNIA	Postal Code:	91214
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11552100</td></tr></tbody></table>		Property Type	Number	Application Number:	11552100						
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Application Number:	11552100										
CORRESPONDENCE DATA											
Fax Number: (310)277-4730 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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Address Line 1: 2049 Century Park East, 38th floor											
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ATTORNEY DOCKET NUMBER:	80295-12										
NAME OF SUBMITTER:	George G.C. Tseng										
Total Attachments: 7 source=QSTEP12Assignment#page1.tif source=QSTEP12Assignment#page2.tif source=QSTEP12Assignment#page3.tif source=QSTEP12Assignment#page4.tif source=QSTEP12Assignment#page5.tif											

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PATENT
REEL: 020974 FRAME: 0324

ASSIGNMENT

Recitals:

WHEREAS, Walter K. Proniewicz, a United States Citizen residing at 3300 Barhite Street, Pasadena, California 91107, and Dale E. Winther, a United States Citizen residing at 4745 Briggs Ave., La Crescenta, California 91214, Assignors, jointly desire to assign to Q Step Technologies, LLC, a corporation organized and existing under the laws of the state of California, Assignee, by formal, recordable assignment the entire right, title and interest in and to the "Measurement Device and System" and the "Intellectual Property" (collectively the "Inventions"), as defined below, and the right to recover any and all past, present and future damages for any and all infringements, misappropriations, or unlawful acts with respect to the "Measurement Device and System" and the "Intellectual Property" (collectively, the "Inventions"); and

WHEREAS, Assignors are desirous of more expressly identifying the "Inventions" and right of recovery assigned to Assignee in that certain Assignment dated August 9, 2000 (Exhibit A hereto) so as to thereby avoid any potential ambiguity concerning the subject matter assigned to Assignee.

Definitions

The term "Measurement Device and System" means and includes any and all past, present and future inventions, discoveries, software, devices, apparatus, systems, methods, processes, compositions, products, procedures, improvements, techniques, and articles of manufacture that identify, quantify, measure, test, assess, analyze, or determine a molecular or other substance, or a

feature, property, quality or characteristic of such substance. Example: A device, system, or method for measuring the blood glucose concentration or trace mineral levels in organic matter (e.g., a human eye or human skin or human being).

The term "Intellectual Property" means and includes any and all patents, patent applications, trade secrets, copyrights, and copyright applications arising out of or relating to the "Measurement Device and System", including without limitation the below identified patent applications and any and all continuation, continuation-in-part, divisional, reissue, new, and follow on patent applications.

In particular, the "Intellectual Property" includes, without limitation: United States Patent Application Serial No. 60/100,804, filed on September 18, 1998, and any Letters Patent that might be granted in the United States and throughout the world; United States Patent Application Serial No. 09/489,593 filed on January 21, 2000, and any Letters Patent that might be granted in the United States and throughout the world; International Application No. PCT/US99/21680 filed on September 17, 1999, and any Letters Patent that might be granted throughout the world; and, International Application No. PCT/US00/01698 filed on January 21, 2000, and any Letters Patent that might be granted throughout the world.

The term "Inventions" means and includes the "Intellectual Property" and the "Measurement Device and System".

Assignment Grant

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee the entire right, title and interest in and to the Inventions,

any applications, and any Letters Patents that might be granted for any of the Inventions in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which any such applications are entitled under international conventions, treaties or otherwise, and the right to recover any and all past, present and future damages for any and all infringements, misappropriations, or unlawful acts with respect to any "Measurement Device and System" and the "Intellectual Property" (collectively the "Inventions").

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing any Letters Patents in the United States and throughout the world for any of the Inventions, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to any of the Inventions, any applications, and any Letters Patents granted for any of the Inventions in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted by this Assignment.

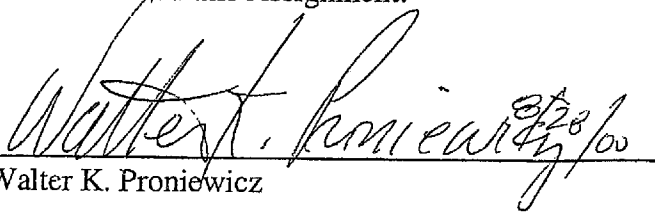
This Assignment expressly replaces and supercedes the assignment dated August 9, 2000 from Assignors to Assignee (Exhibit A hereto).

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patents granted for any of the Inventions, whether on the above-listed applications or on any subsequently filed division, continuation,

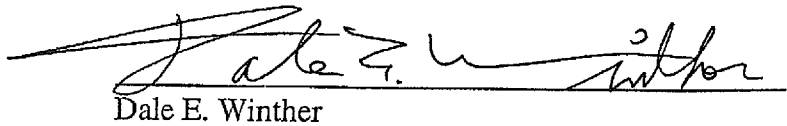
continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in the Inventions.

IN WITNESS WHEREOF, Assignors have executed this Assignment.

Date: August 28, 2000


Walter K. Proniewicz

Date: August 28, 2000


Dale E. Winther

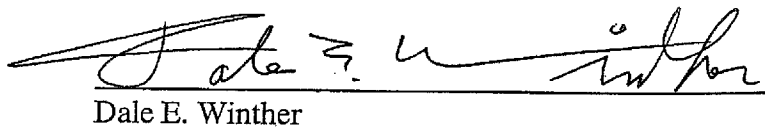
Acknowledged and Agreed:

Q STEP TECHNOLOGIES, INC.
Assignee

Date: August 28, 2000


Walter K. Proniewicz

Date: August 28, 2000


Dale E. Winther

23717.4

ASSIGNMENT

WHEREAS, Walter K. Proniewicz, a United States Citizen residing at 3300 Barhite Street, Pasadena, California 91107, and Dale E. Winther, a United States Citizen residing at 4745 Briggs Ave., La Crescenta, California 91214, Assignors, jointly desire to assign to Q Step Technologies, LLC, a corporation organized and existing under the laws of the state of California, Assignee, by formal, recordable assignment the entire right, title and interest in and to any "Measurement Device and System" and the "Intellectual Property", as defined below, and the right to recover any and all past, present and future damages for any and all infringements, misappropriations, or unlawful acts with respect to any "Measurement Device and System" and the "Intellectual Property".

The term "Measurement Device and System" means and includes any and all past, present and future inventions, discoveries, software, devices, apparatus, systems, methods, processes, compositions, products, procedures, improvements, techniques, and articles of manufacture that identify, quantify, measure, test, assess, analyze, or determine a molecular or other substance, or a feature, property, quality or characteristic of such substance. Example: A device, system, or method for measuring the blood glucose concentration or trace mineral levels in organic matter (e.g., a human eye or human skin or human being).

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Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for the Inventions, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the Inventions, any applications, and any Letters Patent granted for the Inventions in the United States and throughout the world.

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IN WITNESS WHEREOF, Assignors have executed this Assignment.

Date: 8/9/00

Walter K. Proniewicz
Walter K. Proniewicz

Date: 8/9/00

Dale E. Winther
Dale E. Winther

23717.3