

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Rochester Institute of Technology	02/28/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Nth Tech
<b>Street Address:</b>	1759 Beulah Road
<b>City:</b>	Churchville
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14428
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11712724
<b>CORRESPONDENCE DATA</b>	
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<b>Correspondent Name:</b>	Nixon Peabody LLP - Patent Group
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<b>NAME OF SUBMITTER:</b>	Patricia Knisley, Paralegal
<b>Total Attachments: 3</b>	
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## Assignment/Nonexclusive License

Effective February 28, 2007, this Agreement is by and between Rochester Institute of Technology ("RIT"), an educational corporation in New York State, having a principal place of business at One Lomb Memorial Drive, Rochester, NY 14623-5604 and Nth Tech Corporation ("Nth Tech"), a Delaware corporation, with its principal place of business at 1759 Beulah Road, Churchville, New York 14428.

WHEREAS, RIT is the owner of technology as set forth in U.S. Patent Application Serial No. 10/924,611 filed August 24, 2004, claiming priority of Provisional Application Serial No. 60/498,827, filed August 29, 2003 for, "A Method for Non-Damaging Charge Injection and System Thereof" (Technology of Groups I-II);

WHEREAS, RIT is retaining all right, title and interest in the invention as set forth in group I, claims 1-10, drawn to a method, classified in class 438, subclass 19, which is disclosed in U.S. Patent Application Serial No. 10/924,611 filed August 24, 2004, claiming priority of Provisional Application Serial No. 60/498,827, filed August 29, 2003 for, "A Method for Non-Damaging Charge Injection and System Thereof" (Technology of Group I);

WHEREAS, Nth Tech is desirous of securing an assignment of the entire right, title and interest throughout the world in, to and under the inventions in group II, claims 11-19, drawn to a product, classified in class 324, subclass 633, which are disclosed in U.S. Patent Application Serial No. 10/924,611 filed August 24, 2004, claiming priority of Provisional Application Serial No. 60/498,827, filed August 29, 2003 for, "A Method for Non-Damaging Injection and System Thereof" (Technology of Group II) from RIT under the terms and conditions set forth below; and

WHEREAS, RIT is desirous of securing a worldwide, royalty-free, non-exclusive license to use the Technology of Group II for educational and research purposes from Nth Tech under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and mutual covenants herein, the parties agree as follows:

RIT warrants that it has obtained and holds the entire right, title, and interest in, to and under the Technology of Groups I-II worldwide and has not granted a previous conflicting license or assignment.

RIT hereby agrees to sell, assign, transfer and set over unto Nth Tech, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in, to and under the Technology of Group II, and to any applications and all divisions, renewals, and continuations

thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for the Technology of Group II in any country or countries foreign to the United States, and all Letters Patent which may be granted for the Technology of Group II in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

RIT covenants and agrees that it will communicate to Nth Tech, its successors, legal representatives and assigns, any facts known to RIT respecting the Technology of Group II and will provide any individuals needed to sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, testify in any legal proceeding, and generally do everything possible to aid Nth Tech, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Technology of Group II in all countries.

Nth Tech hereby grants to RIT a worldwide, royalty-free, nonexclusive license to use the Technology of Group II for educational and research purposes for a period of twenty years from the effective date of this Agreement. The rights of RIT under this Agreement are not transferable.

RIT is retaining all right, title and interest in the Technology of Group I and no license, express or implied, is granted to Nth Tech for the Technology of Group I.

The terms of this Agreement are confidential and shall not be disclosed by one party without the written consent of the other party.

This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Technology of Groups I-II.

This Agreement may only be amended or modified by a document signed by the duly authorized representative of each of the respective parties hereto and expressly stating that it is the intent of that document to amend or modify the terms and conditions hereunder.

In the event that any provision of this Agreement is adjudged to be invalid or unenforceable, the entire Agreement shall not be construed to be invalid and unenforceable, and the remaining provisions of the Agreement shall continue in full force and effect.

The validity, performance, construction, and effect of this Agreement shall be governed by the substantive laws of the State of New York, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

RIT  
By *James Watters*  
James Watters  
Title Sr. Vice President, Finance & Administration  
Date *February 28, 2007*

Witness *Sonia M. Rodriguez*  
Date *February 28, 2007*

Nth Tech  
By *Michael Potter*  
Title *President*  
Date *03-07-07*

Witness *Stephanie Strickland*  
Date *3/7/07*

STEPHANIE STRICKLAND  
Notary Public, State of New York  
No. 5001032  
Qualified in Tioga County  
Commission Expires Aug. 31, *2010*