

7/19/10

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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

103602655

To the Director of the U.S. Patent and Trademark Office

new address(es) below.

**1. Name of conveying party(ies)**

BIOTONIX INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) March 18, 2010

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Name: CAPITAL VALMORIS INC.

Internal Address: \_\_\_\_\_

Street Address: 1570, rue Ampère, bureau 401City: BouchervilleState: QuébecCountry: Canada Zip: J4B 7L4Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,514,219

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: BCF LLP (61114)

Internal Address: \_\_\_\_\_

Street Address: 1100 West Rene-Levesque Blvd.,25th FloorCity: MontrealState: Quebec Zip: H3B 5C9Phone Number: 514-397-4521Fax Number: 514-397-8515Email Address: msofia@bcf.ca**6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**Deposit Account Number 02-3980Authorized User Name Michel Sofia**9. Signature:**

Signature

July 19, 2010

Date

Michel SOFIA

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 024733 FRAME: 0766**

## ASSIGNMENT

Whereas, **BIOTONIX INC.**, a corporation organized under the laws of Canada, having offices at 1285 Gay-Lussac, bureau 200, Boucherville, Québec, J4B 7K1, Canada, (hereinafter "ASSIGNOR") does hereby sell and assign to **CAPITAL VALMORIS INC.**, a corporation organized under the laws of Canada having offices at 1570, rue Ampère, bureau 401, Boucherville, J4B 7L4, Canada, (hereinafter "ASSIGNEE"), its successors and assigns, in consideration of the sum of One Dollar (\$1.00), or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged as paid to ASSIGNOR, the below indicated rights, titles, and interests, **throughout the world** in and to the Inventions listed in attached "Schedule A" owned by the ASSIGNOR; and all patents, divisions, reissues, continuations and any extensions thereof and rights of priorities therein throughout the world, said interests being ASSIGNOR's entire ownership interests in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the terms thereof, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made;

And for the consideration aforesaid, ASSIGNOR hereby covenants and agrees to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that amendments to, or divisions of, or any others proceedings or actions in connection with said Inventions, including interference proceedings, are lawful and desirable, or that reissues or continuations or extensions of such applications or patents issuing there from, are lawful and desirable, ASSIGNOR will sign and execute any further documents, or instruments, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Inventions, or for the reissues or continuations or extensions of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the titles to and full benefits of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and ASSIGNOR hereby appoints every present or future officer of said ASSIGNEE as ASSIGNOR's agent to sign all such papers and to do all such necessary acts on ASSIGNOR's behalf, to the fullest extent permitted by law;

And ASSIGNOR hereby authorizes and requests the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Inventions and applications concerning same to said ASSIGNEE.

This assignment shall have an effective date corresponding to the last date of execution.

Le(s) soussigné(s) désire(nt) que la présente cession soit rédigée en anglais. The undersigned request(s) that the present assignment be in English.

I declare under penalty of perjury under the laws of the Canada, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNOR, that I have signed this document on behalf of ASSIGNOR with the full authority of its board of directors, and that all of the foregoing is true and correct.

ASSIGNOR:

By:

Name:

Title:

Date:

(MM/DD/YYYY)

Witness

BENOIT GASCON

## ACCEPTANCE BY ASSIGNEE

I hereby accept this assignment on behalf of said ASSIGNEE. I declare under penalty of perjury under the laws of the Canada, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNEE, that I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors, and that all the foregoing is true and correct.

ASSIGNEE:


By: 

Name: YVES MORISSETTE

Title: PRESIDENT

Date: 03-18-2010

(MM/DD/YYYY)

  
Witness

BENOIT GASCAN

## ***Schedule A***

<b>Country</b>	<b>Status</b>	<b>Patent No.</b>	<b>Issue Date</b>
United States	Issued	7,291,118	November 6, 2007
Japan	Issued	4166087	August 8, 2008
United States	Issued	6,514,219	February 4, 2003