

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AGS Taron Technologies Inc.	02/28/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Mr. Serguei Vatchiants
<b>Street Address:</b>	16 Senneville Road
<b>City:</b>	Senneville, QC
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H9X1B6
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7105127
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(514)697-9166
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	514-697-8466
<b>Email:</b>	doconnor@danielfoconnor.com
<b>Correspondent Name:</b>	Daniel F. O'Connor
<b>Address Line 1:</b>	755 St. Jean Blvd.
<b>Address Line 2:</b>	Suite 401
<b>Address Line 4:</b>	Pointe Claire, QC, CANADA H9R5M9
<b>ATTORNEY DOCKET NUMBER:</b>	2477-1
<b>NAME OF SUBMITTER:</b>	Daniel F. O'Connor

**Total Attachments: 5**  
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**PATENT**  
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## PATENT ASSIGNMENT AGREEMENT

PATENT ASSIGNMENT AGREEMENT (this "Agreement") dated as of February 28, 2011, by and between Mr. Serguei Vatchiants, residing at 16 Senneville Road, Senneville, Quebec H9X1B6, hereinafter referred to as the "INVENTOR", and A.G.S. TARON Technologies Inc., located at 943 rue Reverchon, Montréal, Quebec H4T4L2, hereinafter referred to as "TARON".

### THE PARTIES HAVE AGREED AS FOLLOWS:

#### SECTION 1. Assignment.

- 1.1 TARON hereby assigns and transfers to INVENTOR its following intellectual property (hereinafter referred to as "IP"), namely:

Canadian patent application no. 2,473,563

United States patent no. 7,105,127

French patent no. 1379346

Italian patent no. 1379346

German patent no. 1379346

Spanish patent no. 1379346

United Kingdom patent no. 1379346,

under the terms and conditions specified in the present Agreement.

- 1.2 Considering that TARON does not have the resources to maintain, and continue the prosecution and development of, the IP, and considering the debt owed by TARON to INVENTOR, the parties agree on a price to be paid by the INVENTOR to TARON for the IP of one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged and declared by TARON.



## SECTION 2. Further Due Diligence.

- 2.1 Upon reasonable notice from INVENTOR, and in connection with INVENTOR's rights hereunder, TARON shall provide INVENTOR and its representatives prompt, full and complete access to the assets and the books, records and documents of TARON and its affiliates to the extent such affiliates possess relevant books, records and documents during- normal business hours or such other hours and TARON agrees that It shall make available the officers, employees, attorneys, independent accountants and other agents of TARON and its affiliates to discuss the condition and all other aspects of the Intellectual Property in furtherance hereof.

## SECTION 3. General Provisions.

- 3.1 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made if (i) sent by registered or certified mail, return receipt requested, or (ii) hand delivered, or (iii) sent by prepaid overnight carrier, with a record of receipt, to the parties at the addresses specified above (or at such other addresses as shall be specified by the parties by like notice).
- 3.2 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 3.3 Miscellaneous. This Agreement (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, (ii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and is not intended to confer upon any other person any rights or remedies hereunder; and (iii) may be executed in two or more counterparts which together shall constitute a single agreement.



- 3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. The parties expressly state that the English language is to be the choice of language for this Agreement; les parties sont d'accord que cette entente soit rédigé en langue anglaise.
- 3.5 Waiver; Amendment. No waiver by any party hereto of any terms, condition or obligation of this Agreement shall be valid unless in writing and signed by the waiving party. No failure or delay by either party hereto at any time to require the other party hereto to perform strictly in accordance with the terms hereof shall preclude such party from requiring performance by such other party hereto at any later time. No waiver of any one or several of the terms, conditions or obligations of this Agreement, and no partial waiver thereof, shall be construed as a waiver or any of the other terms, conditions or obligations of this Agreement. This Agreement may not be amended, changed or modified in any fashion except by written instrument by each of the parties hereto.
- 3.6 Further Assurances. The parties hereto agree to execute and deliver such other instruments, agreements and other documents and to take such other action as may be reasonably necessary to further the purposes of the Agreement.
- 3.7 Due Authorization and Binding Obligation. Each party has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by such party. No consent or authorization of, filing with, notice to, or other act by or in respect of any governmental authority or any other person is required in connection with the execution, delivery, validity or enforceability of this Agreement.



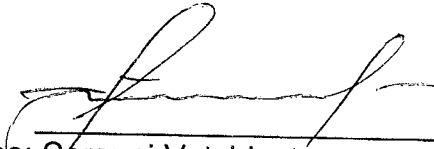
- 3.8 Representations and Warranties. TARON hereby represents and warrants to INVENTOR that:
- 3.8.1 Valid Title. TARON has valid title to all of the IP.
- 3.8.2 No Encumbrances. As of the date hereof, the IP is free and clear of, and not subject to, any liens or encumbrances of any kind or nature whatsoever.
- 3.8.3 No Conflict. The execution and the delivery by TARON of this Agreement will not (a) conflict with, violate or result in a breach of, any law or governmental regulation applicable to TARON, or (b) conflict with, violate or result in a breach of, any term or condition of any judgment, decree, notice, order, agreement or instrument to which TARON is a party or by which TARON or any of its properties or assets are bound, or constitute a default under any such Judgment, decree, agreement or instrument.
- 3.8.4 No Litigation. There is no action, suit or other proceeding at law or in equity, before or by any court or governmental authority pending or to such party's best knowledge, threatened, which could adversely affect this Agreement.
- 3.9 Fees and Expenses. Each party shall bear its own costs and expenses (including those of such party's legal, financial and other advisors) incurred in connection with the transactions contemplated by this Agreement.
- 3.10 Effective Date. This Agreement shall become legally binding and effective upon its execution by both parties.

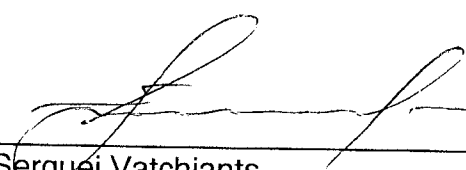


IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

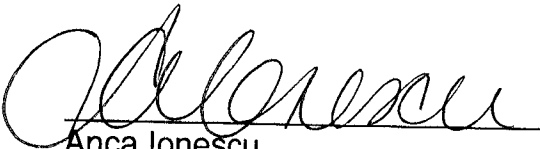
INVENTOR

A.G.S. TARON TECHNOLOGIES INC.

By:   
Name: Serguei Vatchiants

By:   
Name: Serguei Vatchiants  
Title: President

Witness:

  
Name: Anca Ionescu  
Address: 755 St. Jean Blvd., Suite 401  
Pointe Claire, Quebec H9R 5M9

**TRUE COPY**  
