

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hanoun Medical Inc.	01/01/2005
RECEIVING PARTY DATA	
Name:	BTE Technologies, Inc.
Street Address:	7455-L New Ridge Road
City:	Hanover
State/Country:	MARYLAND
Postal Code:	21076
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6186961
Patent Number:	5997440
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(703) 456-8000
Email:	jdrake@cooley.com
Correspondent Name:	Cooley LLP
Address Line 1:	777 6th Street, N.W., Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	BLTC 303912-2000
NAME OF SUBMITTER:	Christopher R. Hutter
Total Attachments: 5 source=BTE-Hanoun-agreement-redacted#page1.tif source=BTE-Hanoun-agreement-redacted#page2.tif source=BTE-Hanoun-agreement-redacted#page3.tif source=BTE-Hanoun-agreement-redacted#page4.tif source=BTE-Hanoun-agreement-redacted#page5.tif	

CH \$80.00 6186961

501531095

**PATENT**  
**REEL: 026278 FRAME: 0653**

## TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT ("Agreement") made this 1st day of January, 2005 between Hanoun Medical Inc., a Canadian corporation ("HMI") and BTE Technologies, Inc., a Delaware corporation ("BTE").

### RECITALS

WHEREAS, HMI is the owner of certain patents, trade secrets, trademarks, and software; and

WHEREAS, HMI is desirous of selling to BTE certain of its U.S. patents and software identified herein; and

WHEREAS, BTE is desirous of purchasing the identified patents and software,

NOW, THEREFORE, in consideration of the Agreement terms, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HMI and BTE agree as follows:

### ARTICLE 1: ASSET PURCHASE AND ASSIGNMENT

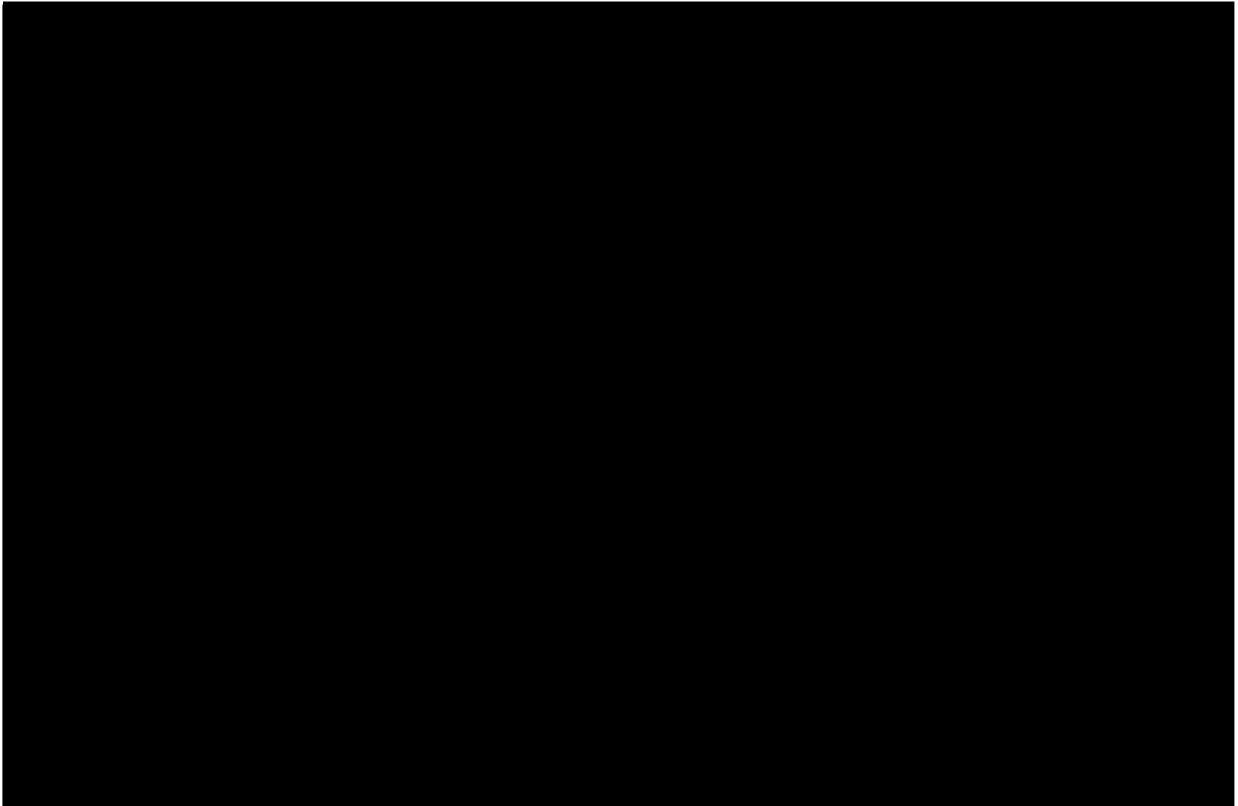
1.1 HMI hereby assigns to BTE all right, title and interest in the inventions, designs, and Software identified in Schedule 1.1, together with all intellectual property rights, including all copyrights, trademarks, patents, trade secrets, and proprietary information integrally related to the inventions, designs and software identified in Schedule 1.1, which now exist or which may exist in the future ("Assets"), and all improvements or modifications to the Assets that HMI has completed, are in development, or that may be developed in the future ("Improvements"), with such assignment being hereinafter sometimes referred to as the "Assignment."

1.1.1 In furtherance of its Assignment HMI shall execute any assignment documents requested by BTE to be filed with any appropriate governmental patent, trademark, and/or copyright offices, together with all other documents BTE deems necessary or desirable to achieve legal transfer of the Assets and Improvements, and to vest all right, title and interest in the Assets and Improvements, including the execution of any documents requested by BTE to enable BTE to file patent and trademark applications and copyright registrations in any jurisdiction BTE deems desirable.

1.1.2 HMI acknowledges that as a result of its Assignment of its interest in the Assets and Improvements, BTE shall hold all right, title, and interest in all derivative works BTE or its designee may thereafter develop from the Assets ("Derivative Works") and agrees that HMI shall execute from time to time any documents BTE shall deem necessary to perfect BTE's sole legal and equitable title to the Derivative Works, including the execution of documents necessary to enable BTE to

file patent and trademark applications and copyright registrations in any jurisdiction BTE deems desirable.

1.1.3 The obligations set forth in Sections 1.1.1 and 1.1.2 shall survive the execution and delivery of this Agreement and all other documents executed hereunder and all payments hereunder.



### ARTICLE 3: WARRANTIES

3.1 HMI warrants and represents that to the best of its knowledge it is the sole owner of or has an exclusive right to the Assets, and any patents, trademarks, copyrights and applications and/or registrations covering the same (together "Intellectual Property"); that it is free to enter into this Agreement; and that it has no knowledge of any suit, action, or claim instituted or threatened by a third party against, or any infringement by any third party of, any of the Intellectual Property.

3.2 HMI warrants and represents that if at any time HMI obtains any information relating to a third party infringement of the Intellectual Property, it shall provide BTE with immediate written notice of the potential infringement and shall cooperate with BTE in ascertaining whether such potential infringement has occurred or

is occurring, and, at BTE's expense, participating in the prosecution of any proceeding related to such potential infringement.

3.3 HMI warrants and represents that it will hold BTE harmless from any liability that may result from any breach by HMI of these representations and warranties.

3.4 HMI's representations and warranties shall survive the execution and delivery of this Agreement and other documents executed hereunder and all payments hereunder.

#### ARTICLE 4: MISCELLANEOUS

4.1 This Agreement shall be governed by the laws of the state of Maryland and where applicable, the laws of the United States of America. Any disputes regarding this Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the District of Maryland, and the parties agree to subject themselves to the personal and exclusive jurisdiction of that court. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

4.2 This Agreement and the covenants contained herein shall be binding upon, and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

4.3 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

4.4 This Agreement and the schedules and instruments incorporated herein by reference constitute the entire agreement between the parties respecting the subject matter hereof, and neither this Agreement nor any such schedule or instrument may be changed or modified except in writing by the parties whereby the writing identifies itself as an amendment to this Agreement, as well as the amendment's scope.

4.5 All Royalties and License Royalties shall be made electronically per HMI's written instructions.

4.6 Upon ten (10) days written notice by HMI, BTE shall provide HMI with reasonable access to its records to enable HMI to audit and thereby independently verify the Royalty owed HMI under the Agreement's terms.

4.7 All notices between the parties shall be in writing (by mail, by facsimile, or by electronic mail with confirmation of delivery) and shall be addressed to the parties at the addresses set forth below.

IN WITNESS WHEREOF, the parties agree and accept to be bound by the Agreement's terms as of the date first set forth above.

**BTE Technologies, Inc.**

By: 

John Shano

Its Chief Operating Officer

Address:

7455 L New Ridge Rd  
Hanover, MD 21076

Facsimile: 410-850-5244

E-mail: jshano@btetech.com

With Copy To:

Tydings & Rosenberg LLP

Attention: A. Lee Lundy

100 East Pratt Street, 26<sup>th</sup> Floor  
Baltimore, MD 21202

Facsimile: 417-727-5460

E-mail: llundy@tydingslaw.com

**Hanoun Medical Inc.**

By: 

Charles Wetherington

Its President

Address:

40 King St West,  
Toronto, Ontario, Canada M5H 3Y4  
Attn: Jeffrey Graham

Facsimile: (416) 361-7377

E-mail: cwetherington@btetech.com

## Patents/Marks

Applicant	Title / Trademark	Country	Case Type	Status	Issue/Reg. No.
Hanoun-Medical- Inc.	THERAUDIT	U.S.A.	Trademark	Registered	2761138
Hanoun-Medical- Inc.	JOBABLE	U.S.A.	Trademark	Registered	2,758,347
Hanoun, Reed	PHYSICAL-CAPACITY- ASSESSMENT-SYSTEM	U.S.A.	Patent	Issued	6,186,961- B1
Hanoun-Med-Sport- Inc.	MULTI-CERVICAL	U.S.A.	Trade- Mark	Registered	2,318,333
Hanoun, Reed	CERVICAL-MUSCLE-EVALUATION- APPARATUS	U.S.A.	Patent	Issued	5,997,440
Software					
JOBABLE					
ODES					