

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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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>
Pulse Tracer Technologies, Inc.	03/11/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Pulse Tracer, Inc.
<b>Street Address:</b>	2111 Mission Street
<b>Internal Address:</b>	Suite 400
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94110
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11250011
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)938-5200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(650) 335-7607
<b>Email:</b>	rpatel@fenwick.com
<b>Correspondent Name:</b>	Rajiv P. Patel
<b>Address Line 1:</b>	Fenwick & West LLP
<b>Address Line 2:</b>	801 California Street
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041
<b>ATTORNEY DOCKET NUMBER:</b>	28043-19031
<b>NAME OF SUBMITTER:</b>	Rajiv P. Patel, Reg. 39,327

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Total Attachments: 11  
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**ASSIGNMENT OF TECHNOLOGY AGREEMENT**

This Assignment of Technology Agreement (this “**Agreement**”) is made and entered into effective as of March 11, 2011 by and between Pulse Tracer, Inc., a Delaware corporation (the “**Company**”), and Pulse Tracer Technologies Inc., a British Columbia corporation (the “**Assignor**”).

A. Assignor is an author or inventor and owner of the Technology (as defined below), and Assignor desires to assign and transfer to the Company all of Assignor’s right, title and interest in and to the Technology and other related rights **REDACTED**

**REDACTED**

**REDACTED**

NOW THEREFORE, the parties hereby agree as follows:

**1. Certain Definitions.** As used herein, the following terms will have the meanings set forth below:

1.1 Technology. The term “**Technology**” shall have the meaning given to such term on Exhibit A to this Agreement, including but not limited to any, trade secrets and know-how related thereto.

1.2 Derivative. The term “**Derivative**” means: (a) any derivative work of the Technology (as defined in Section 101 of the U.S. Copyright Act); (b) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Technology (the “**Technology Derivatives**”); and (c) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Technology or any Technology Derivative.

1.3 Intellectual Property Rights. The term “**Intellectual Property Rights**” means, collectively, all worldwide patents and patent applications, including but not limited to any patents and patent applications listed on Exhibit A hereto, patent rights, copyrights, copyright registrations, moral rights, trade names, trademarks, service marks, domain names and registrations and/or applications for all of the foregoing, trade secrets, know-how, mask work rights, rights in trade dress and packaging, goodwill and all other intellectual property rights and proprietary rights relating in any way to the Technology, any Derivative or any Embodiment, whether arising under the laws of the United States of America or the laws of any other state, country or jurisdiction.

1.4 Embodiment. The term “**Embodiment**” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form

or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the Technology, any Derivative, any Intellectual Property Rights or any information related thereto or in which all of any part of the Technology, any Derivative, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

1.5 Assigned Assets. The term “*Assigned Assets*” refers to the Technology, all Derivatives, all Intellectual Property Rights and all Embodiments, collectively.

2. Assignment. In full or partial consideration of the issuance by the Company to Assignor of the Shares, receipt of which is hereby acknowledged, Assignor hereby forever sells, assigns, transfers, releases and conveys to the Company, and its successors and assigns, Assignor’s entire right, title and interest in and to each and all of the Assigned Assets, including but not limited to all patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights and moral rights, along with any registrations of or applications to register any such rights. Assignor agrees to deliver all Embodiments of all Assigned Assets to the Company at a location designated by the Company no later than the date of this Agreement.

3. Assignor Representations and Warranties. Assignor represents and warrants to the Company that Assignor is the sole owner, inventor and/or author of, and that Assignor owns, and can grant exclusive right, title and interest in and to, each of the Assigned Assets and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company’s use, or exercise of ownership of, any Assigned Asset. Assignor further represents and warrants to the Company that the Assigned Assets are free of any claims of or by (a) any prior employers of Assignor’s employees, consultants, or advisors, (b) third party clients of Assignor and (c) any school, university or other institution attended by Assignor’s employees, consultants, or advisors. Assignor further represents and warrants to the Company that Assignor is not aware of any claim by any third party to any rights of any kind in or to any of the Assigned Asset. Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

4. Confidential Information; Full Assignment.

4.1 Assignor will not use or disclose any of the Assigned Assets or any other technical or business information or plans of the Company, except to the extent Assignor can document that it is generally available (through no fault of Assignor) for use and disclosure by the public without any charge, license or restriction. Developer recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4.1, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

4.2 The Assignor has transferred to the Company and relinquished all right, title, and interest in and to all Intellectual Property Rights related to or necessary for the Company’s production, marketing and sale of the Technology. No licenses to any intellectual property retained by the Assignor after the date of this Agreement will be required for the

Company's production, marketing or sale of the Technology, and the Assignor will not be entitled to any royalties, fees, or share of revenue or profits derived from the use of the Assigned Assets in the Company's business.

**5. Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Assignor further agrees, promptly upon request of the Company, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for any Intellectual Property Right or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the Assigned Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. Further, Assignor agrees never to assert any claims, rights or moral rights in or to any of the Assigned Assets.

**6. No Assumption of Liabilities.** The Company shall not assume any past, present or future liabilities of the Assignor, whether or not related to the Assigned Assets, including, without limitation: (a) any liabilities for any indebtedness or guarantees of the Assignor; (b) any liabilities that arise under all contracts to which the Assignor is a party or is otherwise subject; (c) any liabilities of the Assignor arising under or with respect to any stock option plans, equity incentive plans, bonus plans, or other employee benefit plans of the Assignor; (d) any liabilities with respect to any current or former employee, director, member, manager, stockholder, partner, agent or independent contractor of the Assignor, to the extent such liabilities arise in connection with such person's relationship with the Assignor; (e) any liabilities arising out of or relating to any conduct or alleged conduct of any employee or independent contractor of the Assignor during the term of such person's service to Assignor; (f) any liabilities arising out of or relating to any act or omission of the Assignor occurring prior to, on or after the date of this Agreement; (g) any liabilities arising out of or resulting from the Seller's compliance or noncompliance with any legal requirement or order of any governmental body; (h) any liabilities for taxes of the Assignor; or (i) any environmental liabilities.

**7. Indemnity.** Assignor will indemnify and hold the Company harmless from and against any loss, damages or expense (including without limitation reasonable attorneys' fees) incurred by the Company in connection with any claim, suit or other proceeding in which a third party asserts any claim to any right, title, license or other interest in or to any Assigned Asset, any claim that any Assigned Asset infringes any patent, copyright, trade secret or other intellectual property right of such third party, or that, if true, would be inconsistent with any representation made by Assignor in Section 3 above. Notwithstanding anything contained herein to the contrary, Assignor's entire liability under this Agreement shall be limited to the then-current fair market value of the Shares.

**8. General Provisions.**

8.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

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8.9 Facsimile Signatures. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Technology Agreement effective as of the date and year first above written.

**“COMPANY”**

**PULSE TRACER, INC.**

By:  \_\_\_\_\_

Name: Nadeem Kassam

Title: CEO

Address: Suite 400 - 2111 Mission St

San Francisco, CA 94110



IN WITNESS WHEREOF, the undersigned have executed this Assignment of Technology Agreement effective as of the date and year first above written.

**"ASSIGNOR"**

**PULSE TRACER TECHNOLOGIES INC.**

By:  \_\_\_\_\_

Name: PAUL HARRIS

Title: Co-CEO

Address: # 1705-555 JERVIS ST.  
VANCOUVER BC V6E 4M1

**EXHIBIT A**  
Description of Technology and  
Certain Intellectual Property Rights

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## 2. Patents and Patent Applications

The following patents and patent applications have been filed on the Technology:

- A. Patent Pending Application: Docket 132.001US1, U.S. utility patent application  
Title: Motion Cancellation of optical Input Signals for Physiological Pulse Measurement  
Place of Filing: Minneapolis, Minnesota  
Number: 11/250,011  
Date of Filing: October 14, 2005  
Status: Only filing fees required for patent to be issued
  
- B. Provisional Patent Application  
Title: Integrated Biometric Sensing and Display Device  
Place of Filing: San Francisco, California  
File Number: 61/428036 Confirmation Number: 5693  
Date of Filing: December 29, 2010  
Status: Unique patent in process

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