

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Altea Technologies, Inc.	11/08/2002
RECEIVING PARTY DATA	
Name:	Altea Development Corp.
Street Address:	2056 Weems Road
City:	Tucker
State/Country:	GEORGIA
Postal Code:	30084
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5885211
CORRESPONDENCE DATA	
Fax Number:	(856)810-1454
Phone:	856-810-1515
Email:	ptoactions@licataandtyrrell.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Kathleen A. Tyrrell
Address Line 1:	Licata & Tyrrell P.C.
Address Line 2:	66 E. Main Street
Address Line 4:	Marlton, NEW JERSEY 08053
ATTORNEY DOCKET NUMBER:	EPP0001
NAME OF SUBMITTER:	Kathleen A. Tyrrell
Total Attachments: 16 source=EPP1_license_agreement#page1.tif source=EPP1_license_agreement#page2.tif source=EPP1_license_agreement#page3.tif	

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Amended & Restated
Development and License Agreement

Altea Technologies, Inc. and Altea Development Corp.

This Amended and Restated Development and License Agreement ("Agreement") is effective as of November, 8 2002 ("Effective Date"), by and between Altea Technologies, Inc., a Delaware corporation, ("ATI") and Altea Development Corp., a Delaware corporation, ("ADC"), each a "Party" and together the "Parties".

WHEREAS, pursuant to an Assignment, Assumption, Delegation and Consent Agreement between ATI, ADC, Non-Invasive Monitoring Company, Inc., a Delaware corporation, ("NIMCO") and SpectRx, Inc. ("SPECTRX") dated as of the Effective Date (the "AADC Agreement"), ADC owns and/or has rights to certain JOINT PATENTS (as such term is defined in the AADC Agreement);

WHEREAS, ATI and ADC are parties to an existing agreement entitled "Development and License Agreement", effective as of October 1, 1998 and amended and restated as of June 7, 2002, once amended (the "Existing Development Agreement"), concerning such JOINT PATENTS and the patents and patent applications set forth on Exhibit 1 (collectively, the "ALTEA PATENTS") and certain technology related to such ALTEA PATENTS;

WHEREAS, ATI and Altea Genomics, Inc. ("AGI") are parties to an existing agreement entitled "Development and License Agreement," effective as of June 1, 2000, and amended and restated as of June 7, 2002, concerning portions of such technology (the "AGI Agreement");

WHEREAS, ATI and ADC desire to preserve the rights of each Party as of the Effective Date under the ALTEA PATENTS by granting each other licenses to certain rights related to the ALTEA PATENTS and related technology, to amend and restate the Existing Development Agreement and to transfer ATI's rights and obligations in the AGI Agreement to ADC;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

Article I- DEFINITIONS.

As used herein:

1.1 "AFFILIATE" means, with respect to a Party hereto, any subsidiary controlled by such Party and any entity directly or indirectly controlled by, under common control with, or controlling such Party. For this purpose, "control" means direct or indirect ownership of fifty percent (50%) or more of the securities or other ownership interests representing the equity, voting stock, general partnership or membership interest of such entity or the power, whether through ownership of voting securities, by contract or otherwise, to direct or cause the direction of the management and policies of such entity, directly or indirectly, except that a supermajority vote requirement in a shareholder agreement or operating agreement for a limited liability company relating to certain major transactions or decisions outside the ordinary course of business shall not

be deemed to give control to the entity benefiting from such supermajority voting requirement of such entity.

1.2 "ALTEA PATENTS" has the meaning set forth above in the second WHEREAS clause.

1.3 "BLOCKING PATENTS" has the meaning set forth in the AADC Agreement.

1.4 "DELIVERY APPLICATION" means introduction of substances into an organism.

1.5 "KNOW-HOW" means all techniques, data, ideas, inventions (patentable and unpatentable), practices, methods, knowledge, trade secrets, skill, experience, documents, apparatus, clinical and regulatory strategies, test data including pharmacological, toxicological and clinical test data, analytical and quality control data, manufacturing, patent data or descriptions, and chemical formulations, compositions of matter, product samples and assays.

1.6 "LICENSED TECHNOLOGY" means the ALTEA PATENTS as well as any related KNOW-HOW.

1.7 "MONITORING APPLICATION" means extraction of substances from an organism.

1.8 "TERM" means the period commencing on the EFFECTIVE DATE and terminating on the date of the last to expire of the ALTEA PATENTS or BLOCKING PATENTS containing a VALID CLAIM.

1.9 "THIRD PARTY" means any person, entity or corporation other than ATI or ADC, or an AFFILIATE of either of them.

1.10 "VALID CLAIM" means (a) a claim of a pending patent application that was filed and is being prosecuted in good faith or (b) a claim of an issued and unexpired patent that has not been revoked or held invalid or unenforceable by a decision of a court or other governmental agency of competent jurisdiction from which no appeal can be or is taken within the time allowed for such appeal, and that has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, disclaimer or otherwise.

Article II- TECHNOLOGY CROSS LICENSE.

2.1 ATI Grant.

(a) ATI hereby grants to ADC a worldwide, royalty-free, irrevocable, exclusive license, including the right to sublicense (with sublicensees having the right to further sublicense), to the LICENSED TECHNOLOGY (to the extent ATI has or acquires any rights therein or thereto) to develop, make, have made, market, distribute, use, and sell products for DELIVERY APPLICATIONS and to practice DELIVERY APPLICATIONS.

(b) ATI hereby grants to ADC a worldwide, royalty-free, irrevocable, non-exclusive license, including the right to sublicense (with sublicensees having the right to further sublicense), to the BLOCKING PATENTS (to the extent ATI has or acquires any rights therein or thereto), to develop, make, have made, market, distribute, use, and sell products for DELIVERY APPLICATIONS and to practice DELIVERY APPLICATIONS.

2.2 ADC Grant.

(a) ADC hereby grants to ATI a worldwide, royalty-free, irrevocable, exclusive license, including the right to sublicense (with sublicensees having the right to further sublicense), to the LICENSED TECHNOLOGY (to the extent ADC has or acquires any rights therein or thereto), to develop, make, have made, market, distribute, use, and sell products for MONITORING APPLICATIONS and to practice MONITORING APPLICATIONS.

(b) ADC hereby grants to ATI a worldwide, royalty-free, irrevocable, non-exclusive license, including the right to sublicense (with sublicensees having the right to further sublicense), to the BLOCKING PATENTS (to the extent ADC has or acquires any rights therein or thereto), to develop, make, have made, market, distribute, use, and sell products for MONITORING APPLICATIONS and to practice MONITORING APPLICATIONS.

2.3 Agreement Assignment. ATI hereby assigns and transfers to ADC, and ADC hereby accepts the assignment and transfer of, all of ATI's rights and obligations under the AGI Agreement.

2.4 Assignment Obligation.

(a) ATI transfers and assigns to ADC, and ADC accepts such assignment, the patents, patent applications and invention disclosures listed in Exhibit 1. ATI agrees to use commercially reasonable efforts to make any filings with any U.S., foreign or other governmental agencies in order to change the record ownership of such patents and patent applications as soon as practicable and in any event will use commercially reasonable efforts to make such filings within 90 days of the Effective Date. Any reasonable costs incurred by ATI in effecting such assignments shall be borne by ADC. Notwithstanding the foregoing, to the extent ATI or ADC discovers following the Effective Date that ATI owned, as of the Effective Date, any patents, patent applications or disclosures not set forth on Exhibit 1, either Party shall promptly notify the other Party of such, and ATI shall transfer and assign such patents or patent applications to ADC within thirty (30) days after receipt of such notification.

(b) Except for U.S. Patent No. 5,458,140, NIMCO transfers and assigns to ADC, and ADC accepts such assignment, the patents, patent applications and invention disclosures listed in Exhibit 1. NIMCO agrees to use commercially reasonable efforts to make any filings with any U.S., foreign or other governmental agencies in order to change the record ownership of such patents and patent applications as soon as practicable and in any event will use commercially reasonable efforts to make such filings within 90 days of the Effective Date. Any reasonable costs incurred by NIMCO in effecting such assignments shall be borne by ADC. Notwithstanding the foregoing, to the extent NIMCO or ADC

discovers following the Effective Date that NIMCO owned, as of the Effective Date, any patents, patent applications or disclosures related to DELIVERY APPLICATIONS and not set forth on Exhibit 1, either Party shall promptly notify the other Party of such, and NIMCO shall transfer and assign such patents or patent applications to ADC within thirty (30) days after receipt of such notification.

(c) ATI agrees that, in the event that the Amended and Restated License and Joint Development Agreement between ATI, SPECTRX, and NIMCO dated December 30, 2001 ("SRX Agreement") terminates, and as a result of such termination ATI becomes the owner of any rights in or to the JOINT PATENTS, ATI will transfer and assign such rights to ADC. Any reasonable costs incurred by ATI in order to transfer and assign such rights (including reasonable counsel fees) shall be borne by ADC.

2.5 Trademark Assignment. ATI transfers and assigns to ADC, and ADC accepts such assignment, of all of ATI's right, title and interest in and to the trademark and trade name, "ALTEA" (the "Mark") together with all the goodwill associated therewith. ATI agrees that it shall, no later than six (6) months from the Effective Date, cease all use of the Mark and change its trade name so that it no longer includes the Mark; ADC consents to any use of the Mark by ATI in the six (6) month period following the Effective Date consistent with the use of the Mark by ATI prior to the Effective Date.

Article III - MAINTENANCE AND ENFORCEMENT OF PATENTS

3.1 Maintenance of Patents. ADC shall use commercially reasonable efforts to file, prosecute and maintain all ALTEA PATENTS to maintain and preserve the rights granted to ATI hereunder. ADC shall provide, upon request, copies of all patent office correspondence relating to filing, prosecution and maintenance of all ALTEA PATENTS related to MONITORING APPLICATIONS. Without limiting ADC's obligation of commercially reasonable efforts, prior to formally abandoning any application or patent of ALTEA PATENTS as relates to MONITORING APPLICATIONS, ADC shall provide prompt notice to ATI and at ATI's request and expense shall transfer such application or patent to ATI. ATI shall assume the full right and responsibility for such application or patent and shall have no liability to ADC on such application or patent, other than pursuant to Section 7.2. ATI shall provide any reasonable assistance in connection therewith requested by ADC, provided that, ADC shall reimburse ATI for all costs and expenses (including reasonable attorneys' fees) incurred by ATI therewith.

3.2 Enforcement of Patents. If a Party becomes aware or suspects that a THIRD PARTY has infringed or misappropriated any LICENSED TECHNOLOGY, or a Party receives a notice of infringement, offer to license intellectual property or claim of invalidity or unenforceability from any THIRD PARTY relating to the LICENSED TECHNOLOGY, such Party shall notify the other Party. ADC shall have the first right to enforce or defend, as the case may be, such LICENSED TECHNOLOGY, at its sole cost and expense, subject to the AADC Agreement and Article VIII hereof. ADC shall not make any settlement or dismiss any action as relates to MONITORING APPLICATIONS without the written consent of ATI, which shall not be unreasonably withheld. If ADC does not want to carry out enforcement as relates solely to MONITORING APPLICATIONS, it shall notify ATI promptly and ATI shall assume the full right and responsibility to carry out such action, at ATI's sole discretion, cost and expense, provided,

however, that ATI shall not make any settlement or dismiss any action relating to MONITORING APPLICATIONS without the written consent of ADC, which shall not be unreasonably withheld.

Article IV - REGULATORY AND MARKETING CLEARANCE.

4.1 Each Party shall be solely responsible for seeking regulatory and marketing clearance for any of its products. Each Party shall, as reasonably requested by the other Party and to the extent it is necessary for such other Party to seek regulatory and marketing clearance for its products, disclose relevant information, which such Party is free to disclose.

4.2 All disclosures made pursuant to any of the preceding provisions of this ARTICLE IV shall be subject to the confidentiality provisions of Section 9.11.

Article V- TERM AND TERMINATION.

5.1 Term. This Agreement shall commence on the Effective Date and continue until the end of the TERM. Neither Party shall have the right to terminate this Agreement due to breach of this Agreement by the other Party.

5.2 No Damages upon Expiration. Neither Party shall be entitled to any compensatory damages whatsoever as a result of expiration of this Agreement.

Article VI- NO WARRANTIES

6.1 NEITHER ADC NOR ATI MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED TECHNOLOGY AND BOTH ADC AND ATI EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Article VII- INDEMNITY

7.1 ADC Indemnification. ADC agrees to indemnify and hold forever harmless ATI, its AFFILIATES, sublicensees and distributors and each of their agents, directors, officers, consultants, and employees from and against any loss, damage, action, proceeding, expense or liability arising from or in connection with the development, manufacture, distribution, sale, possession or use of products for DELIVERY APPLICATIONS by ADC or its AFFILIATES, sublicensees or distributors or the use of DELIVERY APPLICATIONS by ADC or its AFFILIATES, sublicensees or distributors, or the failure of ADC to perform its obligations under this Agreement and/or the AADC Agreement.

7.2 ATI Indemnification. ATI agrees to indemnify and hold forever harmless ADC, its AFFILIATES, sub-licensees and distributors and each of their agents, directors, officers, consultants, and employees from and against any loss, damage, action, proceeding, expense or liability arising from or in connection with the development, manufacture, distribution, sale, possession or use of products for MONITORING APPLICATIONS by ATI or its AFFILIATES, sublicensees or distributors or the use of MONITORING APPLICATIONS by ATI or its

AFFILIATES, sublicensees or distributors, or the failure of ATI to perform its obligations under this Agreement and/or the AADC Agreement.

7.3 Procedure. The indemnities set forth in this Article 7 shall be conducted as follows:

(a) The Party claiming indemnity (the "Indemnitee") shall forthwith notify the other Party (the "Indemnitor") on being notified or otherwise made aware of a suit, action or claim and that the Indemnitor defend and control any proceedings with the Indemnitee being permitted to participate at its own expense (unless there shall be a conflict of interest which would prevent representation by joint counsel, in which case counsel of the Indemnitee shall be paid for by the Indemnitor), provided that any settlement shall be subject to the consent of the Indemnitee, such consent not to be unreasonably withheld;

(b) The Indemnitee shall cooperate in, at the Indemnitor's expense, the defense of any THIRD PARTY claim. Such cooperation shall include the production and supply to each other of evidence under the control of the respective Parties which may be necessary to adequately defend against the claim or other legal proceedings or to claim compensation of damages from a THIRD PARTY claim.

Article VIII- PRESERVATION OF RIGHTS OF ABBOTT, SPECTRX AND OTHER MONITORING LICENSEES

8.1 ADC agrees to perform any and all reasonable acts relating to ADC's ownership of the ALTEA PATENTS and BLOCKING PATENTS that are requested by ATI in order for ATI to comply with (a) the provisions of the ATI-NIMCO-SPECTRX-ABBOTT Agreement dated October 10, 1996, and (b) the AADC Agreement. ADC agrees to execute in a form reasonably acceptable to ATI and deliver at the reasonable request of ATI, its successors, assigns or other legal representatives, all documents and papers reasonably necessary to implement the purposes of the above agreements. With respect to subsection 8.1 (a) hereof, ATI shall reimburse ADC for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by ADC therewith.

8.2 ATI agrees to perform any and all reasonable acts related to ATI's former ownership of the ALTEA PATENTS and BLOCKING PATENTS that are requested by ADC in order for ADC to comply with the AADC Agreement. ATI agrees to execute in a form reasonably acceptable to ADC and deliver at the reasonable request of ADC, its successors, assigns or other legal representatives, all documents and papers reasonably necessary to implement the purposes of the above agreement. ADC shall reimburse ATI for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by ATI therewith.

Article IX- MISCELLANEOUS

9.1 No Assignment; Successors and Assigns. Except to the extent otherwise herein provided, no Party shall grant, transfer, convey, or otherwise assign any of its rights or delegate any of its obligations, except upon the occurrence of the sale of all or substantially all the assets of a Party to a THIRD PARTY, and any such third party must agree to comply with the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. Notwithstanding the foregoing, any Party shall be

permitted to perform this Agreement in whole or in part through its AFFILIATES, provided that such Party shall be responsible and liable for performance by that AFFILIATE.

9.2 **Dispute Resolution.** The Parties will initially attempt in good faith to resolve any serious disputes by negotiations within 10 (ten) days between senior executives of each Party. Only if the matter is not resolved through such negotiation within 15 (fifteen) days from initiating such negotiations, or if the Party against which a claim has been asserted refuses to attend such negotiations, may a Party resort to arbitration. All disputes relating in any way to this Agreement shall be settled solely and finally through arbitration according to the rules of the American Arbitration Association ("AAA"). Each Party shall appoint one (1) arbitrator within a term of 15 (fifteen) days from the date arbitration is invoked by the Parties, and the two (2) arbitrators so appointed shall appoint the third arbitrator within a term of 15 (fifteen) days from the date on which the later of the two (2) arbitrators has been selected. If either Party fails to select its arbitrator within the time period mentioned above, or in the event that the two (2) selected arbitrators are unable or unwilling to select a third arbitrator within 15 (fifteen) days, one shall be appointed in accordance with the rules of the AAA, and the three (3) arbitrators so selected shall constitute the arbitration panel for purposes of the dispute. Such arbitration shall take place in Atlanta, GA, unless agreed otherwise. The prevailing Party shall be entitled to reimbursement of its reasonable attorney's fees and the Parties shall use all reasonable efforts to keep arbitration costs to a minimum. To the extent any dispute with SRX under the AADC Agreement relating solely to MONITORING APPLICATIONS also relates to validity, enforceability or ownership of JOINT PATENTS, ADC shall have the right to control such dispute, provided that ADC shall not make a settlement or dismiss the action involving such dispute without the consent of ATI, which consent shall not be unreasonably withheld.

9.3 **Notices.** Any notices required or permitted to be given hereunder shall be in writing and shall be delivered in person or by Federal Express (or other courier service requiring signature upon receipt) or telefax (with receipt confirmed by the recipient) to the addresses set forth below. The Parties may change the address at which notice is to be given by giving notice to the other Party as herein provided. All notices shall be deemed effective upon receipt (as confirmed as above) by the Party to whom it is addressed. All communications and exchange of data under this Agreement shall be in the English language.

If to ATI: Altea Technologies, Inc.
2401 Foothill Drive
Salt Lake City, UT 84109
Attention: CEO
Telefax: 801-464-6116

If to ADC: Altea Development Corp.
2056 Weems Road
Tucker, GA 30084
Attention: CEO
Telefax: 770-270-0399

9.4 **Governing Law and Jurisdiction.** This Agreement and its execution, validity and interpretation shall be governed in all respects in accordance with the laws of the state of Delaware, excluding its conflict of law rules.

9.5 Interpretation. This Agreement is executed in the English language. This Agreement shall be deemed to comprise the language mutually chosen by the Parties and no rule of strict construction shall be applied against either Party. In this Agreement, the singular shall include the plural and vice versa and the word, "including" shall be deemed followed by the phrase "without limitation." All monetary figures reported in dollars in this Agreement are in United States dollars.

9.6 Severability. In the event that any provision of this Agreement shall be held to be unenforceable, invalid or in contravention of applicable law, such provision shall be of no effect, and the Parties shall negotiate in good faith to replace such provision with a provision, which effects to the extent possible the original intent of such provision. →

9.7 Surviving Rights. Termination or expiration of this Agreement for any reason shall be without prejudice to any obligations that shall have accrued to the benefit of either Party prior to such termination or expiration. Such termination or expiration shall not relieve a Party from rights and obligations that are expressly indicated to survive termination or expiration of this Agreement, including the rights and obligations under Sections 2.1, 2.2 (license grant, if prior to expiration), 3.1, 3.2, (patents, if prior to expiration), 7.1, 7.2, 7.3 (indemnity, to the extent losses are due to events that occurred prior to expiration or termination), 8.1 (rights of other licensees, if prior to expiration), 9.2 (dispute resolution), 9.7 (surviving rights), and 9.11 (confidentiality), as well as any other sections intended by their nature to so survive.

9.8 Complete Agreement, Modifications. This Agreement (together with the AADC Agreement) constitutes the entire Agreement between the Parties with respect to the present subject matter; all prior negotiations, agreements and understandings being expressly canceled and superseded hereby, including the Existing Development Agreement. This Agreement may be amended only by a written agreement embodying the full terms of the amendment signed by authorized representatives of both Parties.

9.9 No Agency. Neither Party shall by virtue of this Agreement have any power to bind the other to any obligation nor shall this Agreement create any relationship of agency, partnership or joint venture.

9.10 No Waiver. No term or condition of this Agreement shall be considered waived unless reduced to writing and duly executed by an officer of the waiving Party. Any waiver by any Party of a breach of any term or condition of this Agreement will not be considered as a waiver of any subsequent breach of this Agreement, of that term or condition or any other term or condition hereof.

9.11 Confidentiality. During the TERM and for ten (10) years thereafter, neither ATI nor ADC nor any of their respective AFFILIATES shall reveal or disclose to a THIRD PARTY any confidential information received from the other Party under this Agreement without first obtaining the written consent of the other Party, except (a) as may be required for securing regulatory approval, subject to notifying the other Party and using diligent efforts to seek confidential treatment where available; (b) as may be required to be disclosed to a governmental agency or as otherwise required by law, or court order, subject to notifying the other Party and using diligent efforts to seek confidential treatment where available; or (c) to provide information to its

collaborators, distributors or licensees, or financial backers or investors , or for evaluation by potential collaborators, distributors or licensees, or financial backers or investors under an appropriate agreement of confidentiality. This confidentiality obligation shall not (a) apply to such information which is or becomes a matter of public knowledge through no breach of this Agreement; (b) was already legally in the possession of the receiving Party prior to the receipt of the Information from the disclosing Party; (c) is disclosed non-confidentially to the receiving Party by a THIRD PARTY having the right to do so; or (d) is subsequently and independently developed by employees of the receiving Party or AFFILIATES thereof without reliance on or use of the confidential information disclosed. The Parties shall take reasonable measures to assure that no unauthorized use or disclosure is made by others to whom access to such information is granted.

9.12 Counterparts. This Agreement may be executed in counterparts, each of which together shall constitute one and the same Agreement.

9.13 NIMCO as Signatory. NIMCO is a signatory to this Agreement solely for the purposes of its obligations under Section 2.4(b) and shall not have any other rights or obligations under this Agreement whatsoever. No references to "a Party" or "the Parties" in this Agreement shall be deemed to include NIMCO.

This Agreement is entered into by the Parties as evidenced by their authorized signatures below:

Agreed to by:

Altea Technologies, Inc.


Jonathan A. Eppstein, President

Altea Development Corp.

Deborah A. Eppstein, President

Non-Invasive Monitoring Company, Inc.


Jonathan A. Eppstein, President

collaborators, distributors or licensees, or financial backers or investors , or for evaluation by potential collaborators, distributors or licensees, or financial backers or investors under an appropriate agreement of confidentiality. This confidentiality obligation shall not (a) apply to such information which is or becomes a matter of public knowledge through no breach of this Agreement; (b) was already legally in the possession of the receiving Party prior to the receipt of the Information from the disclosing Party; (c) is disclosed non-confidentially to the receiving Party by a THIRD PARTY having the right to do so; or (d) is subsequently and independently developed by employees of the receiving Party or AFFILIATES thereof without reliance on or use of the confidential information disclosed. The Parties shall take reasonable measures to assure that no unauthorized use or disclosure is made by others to whom access to such information is granted.

9.12 Counterparts. This Agreement may be executed in counterparts, each of which together shall constitute one and the same Agreement.

9.13 NIMCO as Signatory. NIMCO is a signatory to this Agreement solely for the purposes of its obligations under Section 2.4(b) and shall not have any other rights or obligations under this Agreement whatsoever. No references to "a Party" or "the Parties" in this Agreement shall be deemed to include NIMCO.

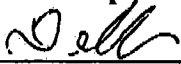
This Agreement is entered into by the Parties as evidenced by their authorized signatures below:

Agreed to by:

Altea Technologies, Inc.

Jonathan A. Eppstein, President

Altea Development Corp.



Deborah A. Eppstein, President

Non-Invasive Monitoring Company, Inc.

Jonathan A. Eppstein, President

Exhibit 1
Patents to be Assigned to ADC

Patents and patent applications owned jointly with SPECTRIX:			
AT No.	AppL No.	Filing Date	Patent No. Issue Date Title
Australia			
AT 16.25	35107/01		Attribute compensation for analyte monitoring detection and/or continuous monitoring
AT 32.25	51106/99		Fluid management in a continuous fluid collection and sensor device
AT 1.45	68631/96	8/29/1996	707,065 10/14/1999 Microporation of human skin for drug delivery and monitoring applications
AT 17.25	29888/99	3/5/1999	Integrated tissue poration, fluid harvesting and analysis device, and method therefor
AT 9.15	29889/99	3/5/1999	Apparatus for electroporation through microporated tissue
AT 17.15	29893/99	3/5/1999	Integrated tissue poration, fluid harvesting and analysis device, and method therefor
AT 4.25	49964/99	7/14/1999	Controlled removal of biological membrane by pyrotechnic charge for transmembrane transport
AT 30.35	50042/99	7/20/1999	System and method for continuous analyte monitoring
AT 49.15	40540/00	3/31/2000	Dual function assay device
AT 35.15	57426/00	6/15/2000	Apparatus and method for efficient light coupling and beam steering for microporation applications
Brazil			
AT 49.15	PI0009468-4		Dual function assay device
AT 30.35	PI9901233-9		System and method for continuous analyte monitoring
AT 1.45	PI9610012-5	8/29/1996	Microporation of human skin for drug delivery and monitoring applications
AT 16.25	PI0102366-7	9/10/1999	System and method for attribute compensation for analyte monitoring
AT 31.35	PI0011506-1	12/11/2001	Alignment devices and methods for fluid extraction from tissue and substance delivery
Canada			
AT 1.45	2,199,002	8/29/1996	2,199,002 2/23/1999 Microporation of human skin for drug delivery and monitoring applications
AT 17.95	2,323,160	3/5/1999	Photothermal structure for biomedical applications, and method therefor
AT 9.15	2,329,169	3/5/1999	Apparatus for electroporation through microporated tissue
AT 4.25	2,355,044	7/14/1999	Controlled removal of biological membrane by pyrotechnic charge for transmembrane transport
AT 30.95	2,338,203	7/20/1999	System and method for continuous analyte monitoring
AT 32.25	2,338,292	7/20/1999	Fluid management in a continuous fluid collection and sensor device
AT 16.25	2,343,762	9/10/1999	Attribute compensation for analyte detection and/or continuous monitoring
AT 49.15	2,366,746	3/31/2000	Dual function assay device
AT 31.35	2,376,952	6/12/2000	Alignment devices and methods for fluid extraction from tissue and substance delivery
AT 35.15	2,377,331	6/15/2000	Light beam generation and focusing device
China			
AT 1.45	96196671.8	8/29/1996	Microporation of human skin for drug delivery and monitoring applications
European Patent Organisation			
AT 1.45	96929098.0	8/29/1996	Microporation of human skin for drug delivery and monitoring applications
AT 6.15	99911120.6	3/6/1998	Method and apparatus for enhancing flux rates of a fluid in microporated biological tissue
AT 9.15	99911185.9	3/6/1998	Apparatus for electroporation through microporated tissue

AT 17.35	99909882.5	3/5/1999	Photothermal structure for biomedical applications and method therefor
AT 17.25	99911184.2	3/5/1999	Integrated tissue poration, fluid harvesting and analysis device, and method therefor
AT 17.15	99911191.7	3/5/1999	Integrated tissue poration, fluid harvesting and analysis device, and method therefor
AT 4.25	99934045.8	7/14/1999	Controlled removal of biological membrane by pyrotechnic charge for transmembrane transport
AT 30.15	99934149.8	7/20/1999	System and method for continuous analyte monitoring
AT 16.25	99945635.3	9/10/1999	System and method for attribute compensation for analyte monitoring
AT 49.15	00919932.4	3/31/2000	Dual function assay device
AT 24.15	00939642.5	6/7/2000	Self-removing energy absorbing structure for thermal tissue ablation
AT 31.35	00939791.0	6/12/2000	Alignment devices and methods for fluid extraction from tissue and substance delivery
AT 35.15	00942857.4	6/15/2000	Apparatus and method for efficient light coupling and beam steering for microporation applications
Great Britain			
AT 1.45	97/0002766	8/29/1996	2,307,414 Microporation of human skin for drug delivery and monitoring applications
Hong Kong			
AT 1.45	98110113.4	8/29/1996	1,009,321 Microporation of human skin for drug delivery and monitoring applications
Israel			
AT 1.45	123,379	8/29/1996	123,379 Microporation of human skin for drug delivery
Japan			
AT 30.35	2000-560827		System and method for continuous analyte monitoring
AT 31.35	2001-502905		Alignment devices and methods for fluid extraction from tissue and substance delivery
AT 1.45	09-510552	8/29/1996	Microporation of human skin for drug delivery and monitoring applications
AT 17.35	2000-534239	3/5/1999	Photothermal structure for biomedical applications, and methods therefore
Mexico			
AT 30.35	PA/a/2001/00069		System and method for continuous analyte monitoring
AT 49.15	PA/a/2001/00983		Dual function assay device
AT 31.35	PA/a/2001/01281	12/11/2001	Alignment devices and methods for fluid extraction from tissue and substance delivery
Norway			
AT 1.45	98.0878	8/29/1996	Microporation of human skin for drug delivery and monitoring applications
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AT 1.4	PCT/US98/13866	8/29/1996	Microporation of human skin for drug delivery and monitoring applications
AT 3.3	PCT/US97/11670	7/3/1997	Multiple mechanical microporation of skin or mucosa
AT 6.1	PCT/US99/04798	3/5/1999	Method and apparatus for enhancing flux rates of a fluid in microporated biological tissue
AT 17.3	PCT/US99/04929	3/5/1999	Photothermal structure for biomedical applications, and method therefor
AT 9.1	PCT/US99/04984	3/5/1999	Apparatus for electroporation through microporated tissue
AT 4.2	PCT/US99/15967	7/14/1999	Controlled removal of biological membrane by pyrotechnic charge for transmembrane transport
AT 32.2	PCT/US99/16226	7/20/1999	Fluid management in a continuous fluid collection and sensor device
AT 30.3	PCT/US99/16378	7/20/1999	System and method for continuous analyte monitoring
AT 16.2	PCT/US99/20796	9/10/1999	System and method for attribute compensation for analyte monitoring
AT 49.1	PCT/US00/08530	3/31/2000	Dual function assay device
AT 24.1	PCT/US00/15665	6/7/2000	Self-removing energy absorbing structure for thermal tissue ablation
AT 31.3	PCT/US00/16064	6/12/2000	System and method for alignment of micropores for efficient fluid extraction and substance delivery

PATENT

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 AT 3.2 Invention Disclosure
 AT 3.5 Invention Disclosure
 AT 6.3 Invention Disclosure
 AT 1.6 08/776,863 9/5/1997
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 AT 24.15 10/018,015 4/1/2002

Light beam generation and focusing device
 Tissue interface device

Microporation of human skin for drug delivery and monitoring applications

Microporation of human skin for drug delivery and monitoring applications

Microporation of human skin for drug delivery and monitoring applications

Multiple mechanical microporation of skin or mucosa

Multiple mechanical microporation of skin or mucosa

Method to facilitate the outflow of interstitial fluid or the influx of a substance to be delivered to the body from a micropore

Microporation of human skin for drug delivery and monitoring applications
 Method and apparatus for enhancing flux rates of a fluid in a microperated biological tissue
 Apparatus and method for electroporation of microperated tissue for enhancing flux rates for monitoring and delivery applications
 Integrated tissue poration, fluid harvesting and analysis device, and method therefor
 System and method for continuous analyte monitoring
 Microporation of human skin for drug delivery and monitoring applications
 Integrated tissue poration, fluid harvesting and analysis device, and method therefor
 Dual function assay device
 Apparatus and method for efficient light coupling and beam steering for microporation applications
 Self-removing energy-absorbing structure for laser-thermal ablation and method for positioning an energy-absorbing structure
 System and method for alignment of micropores for efficient fluid extraction and substance delivery
 Multiple mechanical microporation of skin or mucosa
 System and method for alignment of micropores for efficient fluid extraction and substance delivery
 System and method for fluid management in a continuous fluid collection and sensor device
 System and method for continuous analyte monitoring
 Tissue interface device
 Tissue interface device
 System and method for alignment of micropores for efficient fluid extraction and substance delivery
 Multiple mechanical microporation of skin or mucosa
 Photothermal structure for biomedical applications, and method therefor
 Tissue interface device
 Method and apparatus for enhancing flux rates of a fluid in microperated biological tissue
 Integrated tissue poration and fluid harvesting
 Multiple mechanical microporation of skin or mucosa
 Controlled removal of biological membrane by pyroelectric charge for transmembrane transport
 Apparatus and method for efficient light coupling and beam steering for microporation applications
 Self-removing energy absorbing structure for thermal tissue ablation

Alignment devices and methods for fluid extraction, from tissue and substance delivery
Dual function assay device

Integrated tissue poration, fluid harvesting and analysis device, and method therefor
Integrated tissue poration, fluid harvesting and analysis device, and method therefor

Microporation of human skin for drug delivery and monitoring applications
Microporation of tissue for the delivery of nucleic acids
Microporation of human skin for drug delivery and monitoring applications

Patents and patent applications owned by Altea Technologies, Inc.

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Canada

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Abandoned

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AT 1.355 09/570,334 5/12/2000

Method and apparatus for enhancing flux rates of a fluid in microperated biological tissue
Apparatus for microporation of biological membranes using thin film tissue interface devices, and method therefor

Method for enhancing permeability of skin for drug delivery and monitoring applications by multiple mechanical microporation
Microporation of tissue for the delivery of bioactive agents
Method and apparatus for enhancing flux rates of a fluid in microperated biological tissue
Apparatus for microporation of biological membranes using thin film tissue interface devices, and method therefor

Apparatus for microporation of biological membranes using thin film tissue interface devices, and method therefor

Microporation of tissue for the delivery of bioactive agents
Multiple mechanical microporation of skin or mucosa
Apparatus for microporation of biological membranes using thin film tissue interface devices, and method therefor

Microporation of tissue for the delivery of bioactive agents
Method and apparatus for enhancing flux rates of a fluid in microperated biological tissue
Apparatus for electroporation through microperated tissue
Method for enhancing permeability of skin for drug delivery and monitoring applications by multiple mechanical microporation
Apparatus for microporation of biological membranes using thin film tissue interface devices, and method therefor

Microporation of tissue for the delivery of bioactive agents
Method and apparatus for determining a duration of a medical condition
Apparatus for microporation of biological membranes using thin film tissue interface devices, and method therefor

Apparatus for microporation of biological membranes using thin film tissue interface devices, and method therefor

AT 5	Invention	Transdermal harvesting of interstitial fluid and the transdermal delivery of compounds into the body via microproportions
	Disclosure	
AT 7	Invention	Dithering technique
	Disclosure	
AT 8	Invention	Biopsy effect
	Disclosure	
AT 10	Invention	Absorbance of light energy to cause ablation of the upper layers of the epidermis by a dye system
	Disclosure	
AT 11	Invention	Insulin integrated in a patch or in a reservoir can be released according to the level of glucose in the skin interstitial fluid
	Disclosure	
AT 12	Invention	Selective stimulation and inhibition of vascular endothelial growth factor to enhance transdermal microproportion based monitoring and delivery methods
	Disclosure	
AT 13	Invention	Quantitative method for delivery of a measured dose utilizing a transdermal microproportion based delivery method
	Disclosure	
AT 14	Invention	Electro-magnetically positioned sequential laser poration device
	Disclosure	
AT 15	Invention	Radially polarized piezo ultrasound device for enhancing ISF harvesting combined with suction and method therefor
	Disclosure	
AT 18	Invention	Variable depth hot-wire lancet
	Disclosure	
AT 20	Invention	External filtrate collection system
	Disclosure	
AT 21	Invention	Design concepts for a continuous interstitial fluid monitoring
	Disclosure	
AT 22	Invention	Vacuum chamber buffer
	Disclosure	
AT 25	Invention	Using skin as a medium for medical data telemetry
	Disclosure	
AT 26	Invention	Method and device for laser-based microproportion
	Disclosure	
AT 27	Invention	System and method for monitoring and/or treating a health condition
	Disclosure	
AT 33.1	Invention	Photothermal structure for biomedical applications, and method therefore
	Disclosure	
AT 34	Invention	A thermal method for painlessly opening a pore for which a blood sample can be drawn from a human subject
	Disclosure	
AT 36	Invention	Vacuum source for harvesting substances
	Disclosure	
AT 37	Invention	Prototype dye carrier
	Disclosure	
AT 38	Invention	Integrated device to continuously collect interstitial fluid and assay this fluid for the level of a selected analyte
	Disclosure	
AT 41	Invention	Active composite fabric skin interface layer (AFSI) for enhancement of transdermal delivery and monitoring applications
	Disclosure	
AT 42	Invention	One piece drug-reservoir/proportion-array disposable design
	Disclosure	
AT 1.2	08/152,174	Enhancement of transdermal delivery with ultrasound and chemical enhancers
AT 1.1	08/465,874	Enhancement of transdermal monitoring applications with ultrasound and chemical enhancers
AT 3	60/021,212	Method for enhancing permeability of skin for drug delivery and monitoring applications by multiple mechanical microproportion

AT 33	60/007,135	3/6/1998	Photothermal structure for biomedical applications, and method therefore
AT 4	60/092,731	7/14/1998	Integrated device for collecting a micro-fluid sample and assaying of sample utilizing microlithographic bio-sensor component
AT 4.1	60/138,050	6/8/1999	Tissue interface devices and methods for microporation monitoring and delivery applications
AT 32	60/138,739	6/11/1999	Fluid management in a continuous fluid collection and sensor device
AT 32.1	60/139,970	6/18/1999	Fluid management in a continuous fluid collection and sensor device
AT 30.1	60/140,252	6/18/1999	System and method for continuous analyte monitoring
AT 30.2	60/140,285	6/18/1999	System and method for continuous analyte monitoring
AT 4.25	08/353,130	7/14/1999	Controlled removal of biological membrane by pyrotechnic charge for transmembrane transport
AT 2.15	08/331,124	8/12/1999	Microporation of tissue for the delivery of nucleic acids
AT 4.4	08/590,787	6/8/2000	Apparatus for microporation of biological membranes using thin film tissue interface devices, and method therefor
AT 44	60/300,161	6/21/2001	Devices and methods for transdermal drug delivery using acoustic energy
AT 45.2	08/916,123	7/25/2001	Fluid jet blood sampling device and method
AT 23	60/337,859	11/8/2001	Piezoelectric pump devices for vacuum generation in a fluid harvesting device
AT 43	60/363,022	3/11/2002	Patch system
Abandoned			
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AT 28	08/767,738	12/16/1996	Enhancement of transdermal monitoring applications with ultrasound and microporation
AT 45	08/869,214	6/4/1997	Fluid jet blood sampling device and methods
AT 47	60/139,982	6/18/1999	Use of interstitial fluid sampling in conjunction with fluorescein administration and power sources for wearable medical devices
AT 47.1	60/140,282	6/18/1999	Use of interstitial fluid sampling in conjunction with fluorescein administration and power sources for wearable medical devices
AT 45.1	08/495,937	2/2/2000	Fluid jet blood sampling device and methods
AT 47.2	08/594,450	6/15/2000	Use of interstitial fluid sampling in conjunction with fluorescein administration and power sources for wearable medical devices

Patents and patent applications owned by NIMCO

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