

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Contract
CONVEYING PARTY DATA	
Name	Execution Date
Saed SALMAN	08/25/2005
RECEIVING PARTY DATA	
Name:	MICROBRIDGE TECHNOLOGIES INC.
Street Address:	1980 Sherbrooke Street West
Internal Address:	Suite 505
City:	Montreal
State/Country:	CANADA
Postal Code:	H3H 1E8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13254732
CORRESPONDENCE DATA	
Fax Number:	(514)288-8389
Phone:	514.847.4333
Email:	alexandra.daoud@nortonrose.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:	Norton Rose LLP
Address Line 1:	1 Place Ville Marie
Address Line 2:	Suite 2500
Address Line 4:	Montreal, CANADA H3B 1R1
NAME OF SUBMITTER:	Alexandra Daoud (Reg. 55992)
Total Attachments: 6 source=SalmanEmployContract#page1.tif source=SalmanEmployContract#page2.tif source=SalmanEmployContract#page3.tif source=SalmanEmployContract#page4.tif source=SalmanEmployContract#page5.tif source=SalmanEmployContract#page6.tif	

CH \$40.00 13254732

MICROBRIDGE TECHNOLOGIES INC.

CONFIDENTIALITY, INTELLECTUAL PROPERTY AND NON-COMPETITION

I the undersigned, Saed Salman, in consideration for my employment with Microbridge Technologies Inc. (the "Company"), agree as follows:

1. CONFIDENTIALITY

- 1.1 **"Confidential Information"** means any information regarding the Company's business, its proprietary information, its trade secrets, its know-how and its confidential information, including that of customers and third parties, that are (1) not generally known to the public, including (but not limited to) the Company's products, services, customers, potential customers, costs, pricing, profitability, existing and contemplated business and financial methods or practices, plans, pricing, marketing and selling techniques and information, training materials, vendor contracts, information related to potential vendors, financial information of the Company, customer and employee lists and records, customer information, marketing procedures, marketing strategies, marketing plans, concepts, labour relations strategies, market development information and confidential or proprietary information relating to the Company's policies, strategies, administration or operations, and (2) acquired or developed by me during the term of my employment relationship with the Company.
- 1.2 **"Confidential Materials"** means any and all Company's records, sketches, software information, papers, media, recordings, files, computer files or diskettes (and all copies, duplicates or facsimiles of any of the foregoing) that relate in any way whatsoever to any Confidential Information or to the business of the Company (the **"Business"**).
- 1.3 I will not, during the term of my employment or any time thereafter, directly or indirectly, disclose any Confidential Information or Confidential Materials to any person or entity unless such disclosure is expressly authorized in writing by the Company, except that I may disclose Confidential Information or Confidential Materials to fulfill my obligations as an employee to an employee, officer, director, agent or affiliate of the Company who needs to know such information. I will not, during the term of my employment or any time thereafter, directly or indirectly, use any Confidential Information in any manner that is not directly and primarily in the best interests of the Company unless expressly authorized in writing to do so by the Company. The foregoing obligations shall not apply to Confidential Information or Confidential Material that: (i) prior to its disclosure by the Company is already lawfully and rightfully known by or available to me as evidenced by prior written records or other documents in my possession; (ii) through no wrongful act, fault or negligence on my part is or hereafter becomes part of the public domain; (iii) is lawfully received by me from a third party without restriction and without breach of this Agreement or any other agreement; (iv) is approved for public release or use by written authorization of the Company; or (v) is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order and sufficient notice is given by me to the Company of any such requirement or request in order to permit the Company to seek an appropriate protective order or exemption from such requirement or request.



- 1.4 I undertake not to take any Confidential Materials or make any copies or other reproduction of same except in the performance of my duties. Furthermore, I undertake to return all Confidential Materials and copies or other reproductions of same to the Company at the termination of my employment whatever the reason for said termination.
- 1.5 During my employment by the Company, I shall not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person or by the Company.

2. INTELLECTUAL PROPERTY

- 2.1 I undertake to communicate to the Company promptly and fully any and all work, developments, improvements and other information such as without limitation: ideas, concepts, projects, policies, plans, business plans, programs, algorithms, software (source code, object code and related documentation), models, logos, products, names of products and services, slogans, graphics, sketches, representations, layouts, flowcharts, formulae, systems, methods, processes, discoveries, technologies, trade secrets, data, inventions, works, the names, qualifications and requirements of suppliers, employees, distributors, users, customers, partners and associates, as well as other technical and commercial information, whatever the form they may take, including files, e-mails, lists, reports, proceedings, drawings, models, prototypes, disks, diskettes, tapes or other documents or similar objects that I, either alone or jointly with others, gain, conceive, create, produce, make or suggest, during the period of my employment with the Company (the "**Developments**"). This information shall be divulged by providing a written detailed description of procedures used and the results obtained.
- 2.2 I acknowledge that the Company shall be the sole owner of all of the rights, title and interest in any of the Developments that are in any way related to the Business including any Intellectual Property Rights relating thereto (the "**Business Developments**"). "**Intellectual Property Rights**" means any and all rights, titles and interests provided under patent law, copyright law, trademark law, industrial design law, semi-conductor chip law or any other principle of law, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, expressions, inventions or know-how; and any applications, registrations or other evidence of a right in any of the foregoing.
- 2.3 I hereby assign and transfer to the Company, for no consideration other than my employment with the Company and without restrictions of any kind, all past, present and future rights, including Intellectual Property Rights, held by me in and to the Business Developments.
- 2.4 I will assist the Company in every proper way to obtain, and from time to time enforce, domestic and foreign Intellectual Proprietary Rights relating to the Business Developments in any and all countries. To that end I shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Intellectual Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Intellectual

Proprietary Rights relating to the Business Developments in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance as well as for reasonable expenses incurred by me in rendering such assistance.

- 2.5 I hereby irrevocably renounce and waive all moral rights related, directly or indirectly, to any Business Developments including any Intellectual Property Rights relating thereto.
- 2.6 I hereby certify that, to date, I have no Intellectual Property Rights other than:

~~_____~~
~~_____~~
~~_____~~
~~_____~~

3. NON-COMPETITION

- 3.1 During my employment with the Company and for a period of 12 months following the date of expiration or termination (for whatever reason) of my employment, I shall not, within the Territory (as defined below):

3.1.1 directly or indirectly, alone or through a partnership or other intermediary, or jointly with another person, partnership or company, as an investor, officer, director, shareholder, consultant or employee, advise, work, lend money or my name to, or participate in, the carrying on of a business and that is:

- (i) substantially similar to the Business or any other business of the Company as then conducted or contemplated; or
- (ii) directly or indirectly competes with the Business or any other business of the Company as then conducted or contemplated;

3.1.2 solicit or carry on business, directly or indirectly, with customers or clients of the Company;

3.1.3 directly or indirectly, ask, request, solicit, entice or otherwise induce any Company employee, consultant, director or officer to leave their employment or engagement with the Company for any reason or employ or engage anyone of them that was in the 6 months preceding such hiring or engagement an employee of the Company; or

3.1.4 directly or indirectly, ask, request, entice or otherwise induce any Company supplier to terminate their business relationship with the Company for any reason;

The foregoing shall not prohibit me to own passive equity or debt investments in public companies that are not competitors of the Company, the securities of which are listed on a recognized stock exchange when those investments equal 2% or less of the relevant company's total equity, debt or other securities.

- 3.2 "Territory" means the following geographic territories: Canada, United States of America, the countries of Japan and the greater London region in England.

3.3 During my employment with the Company, I will devote the whole of my working time, attention, abilities and skills to the Company and the Business, unless the Company authorizes or directs me to do otherwise in writing.

3.4 I hereby represent and warrant that I am not bound by any non-competition or non solicitation covenants, or otherwise obliged under any contract or subject to any judgement, decree or administrative order that would conflict or interfere with (i) the performance of my duties as an employee of the Company or (ii) the Business as conducted or proposed to be conducted, other than those I have fully and truly disclosed to the Company in writing.

4. SEVERABILITY

4.1 If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of like effect as though such provisions were not included.

5. GOVERNING LAW

5.1 This Agreement shall be governed or interpreted according to the laws of the Province of Québec and the laws of Canada applicable therein. The tribunals of the Province of Québec, district of Montreal, shall have exclusive jurisdiction to hear and rule upon any dispute between the parties relating to this Agreement.

6. LANGUAGE

6.1 I acknowledge that I have requested and am satisfied that this Agreement be drawn in English. *Je reconnais avoir requis que la présente entente soit rédigée en anglais.*

Signed by :

Accepted on behalf of
Microbridge Technologies Inc. by:

Employee Name : Saed Salman

Name: Martin Faucher, CFO

Signature :

Signature :

Date :

Date :

August 24, 2005

Saed Salman
2573 Council Ring Rd.
Mississauga, ON
L5L 1E9

Dear Saed,

It is my pleasure to extend the following offer of employment to you on behalf of Microbridge Technologies Inc.

Title: Analog Engineer

Reporting Relationship: The position will report to Vice-President of R&D.

Job Description is attached as annex A.

Base Salary: \$ 58,000 annually, to be paid in semi-monthly installments (24 pay periods per year) and subject to deductions for taxes and other withholdings as required by law or the policies of the company.

Benefits: Standard company health, life, disability insurance coverage are supplied and effective per company policy. The premiums are split 50%-50% between the company and the employee. Please refer to the Great West insurance guide for plan details.

Vacation: 15 workings days per year. This benefit is prorated for this year.

Stock option: You will be granted 3,000 stock options to subscribe for common shares of the Company in accordance with the provisions of the Company's stock option plan then in force, with terms and conditions of exercise as per the provisions of such plan and the agreement to be entered into between the Employee and the Company in that regard. The exercise price is 0.75\$ per share. You will find the stock option plan in annex B.

Travel Allowance: Normal and reasonable expenses will be reimbursed on a monthly basis per company policy.

Start Date: September⁰¹, 2005

Non-Compete Agreement: Our standard non-compete, confidentiality and intellectual property assignment agreement, attached as Annex C, must be signed prior to start.



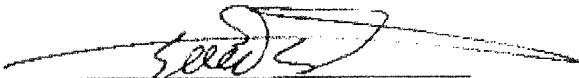
Language. The parties confirm that they have agreed that this Agreement and all documents relating hereto be drafted in English. Les parties confirment qu'elles ont accepté que la présente convention de même que tous les documents s'y rattachant soient rédigés en anglais.

Signatures:



Microbridge Technologies Inc.
Martin Faucher
CFO

Date :



Saed Salman

Date : August 25th, 2005