

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Reda R. GHARIEB</td> <td>08/09/2004</td> </tr> <tr> <td>Manan HATHI</td> <td>08/10/2006</td> </tr> <tr> <td>Santosh VENKATESHA</td> <td>08/10/2006</td> </tr> <tr> <td>David SHERMAN</td> <td>04/25/2012</td> </tr> <tr> <td>Neil ROTHMAN</td> <td>08/11/2006</td> </tr> <tr> <td>Margaret NATARAJAN</td> <td>08/31/2006</td> </tr> <tr> <td>Ananth NATARAJAN</td> <td>08/31/2006</td> </tr> </tbody> </table>		Name	Execution Date	Reda R. GHARIEB	08/09/2004	Manan HATHI	08/10/2006	Santosh VENKATESHA	08/10/2006	David SHERMAN	04/25/2012	Neil ROTHMAN	08/11/2006	Margaret NATARAJAN	08/31/2006	Ananth NATARAJAN	08/31/2006
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<table border="1"> <tr> <td>Name:</td> <td>Infinite Biomedical Technologies, LLC</td> </tr> <tr> <td>Street Address:</td> <td>1101 E. 33rd St.</td> </tr> <tr> <td>Internal Address:</td> <td>Suite A306</td> </tr> <tr> <td>City:</td> <td>Baltimore</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>21218</td> </tr> </table>		Name:	Infinite Biomedical Technologies, LLC	Street Address:	1101 E. 33rd St.	Internal Address:	Suite A306	City:	Baltimore	State/Country:	MARYLAND	Postal Code:	21218				
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PROPERTY NUMBERS Total: 1																	
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CORRESPONDENCE DATA																	
Fax Number:	(310)556-7984																
Phone:	310-556-7983																
Email:	gbell@ipmatters.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:	Konrad Raynes & Victor LLP																
Address Line 1:	315 S. Beverly Dr.																
Address Line 2:	Suite 210																
Address Line 4:	Beverly Hills, CALIFORNIA 90212																

CH \$40.00 11496925

PATENT

ATTORNEY DOCKET NUMBER:	19.03
NAME OF SUBMITTER:	Geoffrey Bell
Total Attachments: 11 source=19_03_Assignment#page1.tif source=19_03_Assignment#page2.tif source=19_03_Assignment#page3.tif source=19_03_Assignment#page4.tif source=19_03_Assignment#page5.tif source=19_03_Assignment#page6.tif source=19_03_Assignment#page7.tif source=19_03_Assignment#page8.tif source=19_03_Assignment#page9.tif source=19_03_Assignment#page10.tif source=19_03_Assignment#page11.tif	

ASSIGNMENT

Whereas, we

- (1) **Reda R. Gharieb** of Baltimore and the State of Maryland
- (2) **Manan Hathi** of Cockeysville and the State of Maryland
- (3) **Santosh Venkatesha** of Baltimore and the State of Maryland
- (4) **David Sherman** of Parkville and the State of Maryland
- (5) **Neil Rothman** of Baltimore and the State of Maryland
- (6) **Margaret Natarajan** of San Marino and the State of California
- (7) **Ananth Natarajan** of San Marino and the State of California

have invented certain improvements in:

MULTI-PARAMETRIC QUANTITATIVE ANALYSIS OF BIOELECTRICAL SIGNALS

for which a United States Utility Patent Application having an Application Serial No. 11/496925 was filed on August 1, 2006; and in

APPARATUS AND METHODS FOR BRAIN RHYTHM ANALYSIS

for which a United States Provisional Application having an Application Serial No. 60/704,326 was filed on August 1, 2005.

Whereas, Infinite Biomedical Technologies, LLC, a Limited Liability Company of Delaware, having a place of business at 3600 Clipper Mill Rd., Suite 410, Baltimore, MD 21211, (hereinafter called IBT), desires to acquire the entire right, title and interest in the applications and inventions, and to any United States and foreign patents to be obtained therefore;

Now therefore, for a valuable consideration, receipt whereof is hereby acknowledged, I, the above named, hereby sell, assign, and transfer to IBT, its successors and assigns, the entire right, title and interest in the said applications and inventions therein disclosed for the United States and foreign countries; and all rights of priority resulting from the filing of said United States applications, and I request the Commissioner of Patents to issue any Letters Patent granted upon the invention set forth in said applications to IBT, its successors and assigns; and I hereby agree that IBT may apply for foreign Letters Patent on said invention and I will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by IBT.

Signed:

(1) at (City, State)
Baltimore, MD

on _____, 2006

Reda R. Gharieb


(2) at (City, State)
Baltimore, MD

on 8/10/, 2006

Manan Hathi

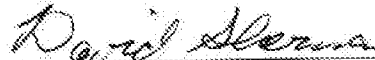
(3) at (City, State)
Baltimore, MD

on 8/10/, 2006


Santosh Venkatesha


(4) at (City, State)
Baltimore, MD

on _____, 2006


David Sherman

(5) at (City, State)
Baltimore, MD

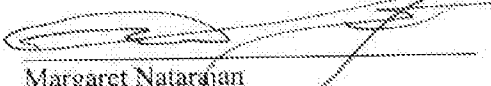
on 8/11, 2006


Neil Rothman

Baltimore, MD

(6) at (City, State)
~~San Marino, CA~~

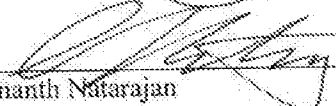
on 8/31, 2006


Margaret Natarajan

Baltimore, MD

(7) at (City, State)
~~San Marino, CA~~

on 8/31, 2006


Ananth Natarajan

ASSIGNMENT

Whereas, we

(1) **Reda R. Gharieb**

(2) **Manan Hathi**

(3) **Santosh Venkatesha**

(4) **David Sherman** of Parkville
and the state of Maryland

(5) **Neil Rothman**

(6) **Margaret Natarajan**

(7) **Ananth Natarajan**

have invented certain improvements in:

MULTI-PARAMETRIC QUANTITATIVE ANALYSIS OF BIOELECTRICAL SIGNALS

for which a United States Utility Patent Application having Application Serial No. 11/496,925 was filed on August 1, 2006; and in

APPARATUS AND METHODS FOR BRAIN RHYTHM ANALYSIS

for which a United States Provisional Application having an Application Serial No. 60/704,326 was filed on August 1, 2005.

Whereas, Infinite Biomedical Technologies, LLC, a Limited Liability Company of Delaware, having a place of business at 1101 E. 33rd St., Suite A306, Baltimore, MD 21218, (hereinafter called IBT), desires to acquire the entire right, title and interest in the said applications and inventions, and to any United States and foreign patents to be obtained therefore;

Now therefore, for a valuable consideration, receipt whereof is hereby acknowledged, I, the above named, hereby sell, assign, and transfer to IBT, its successors and assigns, the entire right, title and interest in the said applications and inventions therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said United States applications, and I request the Commissioner of Patents to issue any Letters Patent granted upon the invention set forth in said applications to IBT, its successors and assigns; and I hereby agree that IBT may apply for foreign Letters Patent on said invention and I will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by IBT.

Signed:

(1) at _____
(City, State) Reda R. Gharieb
on _____,

(2) at _____
(City, State) Manan Hathi
on _____

3) at _____
(City, State) Santosh Venkatesha
on _____

(4) at Baltimore MD David La Shanna
(City, State) David Sherman
on 4/25/12

(5) at _____
(City, State) Neil Rothman
on _____

(6) at _____
(City, State) Margaret Natarajan
on _____

(7) at _____
(City, State) Ananth Natarajan
on _____

ASSIGNMENT OF INVENTIONS, NON-DISCLOSURE,
NON-SOLICITATION AND NON-COMPETITION AGREEMENT
BETWEEN INFINITE BIOMEDICAL TECHNOLOGIES, LLC AND EMPLOYEE

In consideration, and as a condition of my employment or continuing employment with Infinite Biomedical Technologies, LLC, a Delaware corporation (the "Company"), I hereby represent to, and agree with the Company as follows:

1. Purpose of Agreement. I understand that the Company is or will be engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its "Confidential Information" (as defined in Section 6 below), its rights in "Inventions" (as defined in Section 2 below) and in all related intellectual property rights. Accordingly, I am entering into this Assignment of Inventions, Non-Disclosure, Non-Solicitation and Non-Competition Agreement (the "Agreement") as a condition of my employment or continuing employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. Disclosure of Inventions. I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, computer hardware products and services, databases, mask works and trade secrets, including but not limited to technologies, systems and processes related to biomedical engineering, that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment (the "Inventions"), whether or not in the course of my employment, and whether or not such Inventions are patentable, subject to copyright or protectible as trade secrets.

3. Work for Hire; Assignment of Inventions. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company (whether alone or jointly with others), or (iii) relate to the Company's business or current or anticipated research and development, including but not limited to the research and development of biomedical technologies, systems, and processes (the "Company Inventions"), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company from the moment of their creation and fixation in tangible media. With respect to California employees, no assignment in this Agreement shall extend to Company Inventions the assignment of which is prohibited by California Labor Code Section 2870.

4. Assignment of Other Rights; Grant of License.

(a) In addition to the foregoing assignment of Company Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any and all Company Inventions (including the right to prosecute or sue for infringements or other violations of these intellectual property rights); and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Company Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Company Invention, even after termination of my work on behalf of the Company. I hereby authorize the Company to make any desired changes to any part of any Company Invention, to combine it with other materials in any manner desired, and to withhold my identity in connection with any distribution or use thereof alone or in combination with other materials. The term "Moral Rights" means any right to claim authorship of an invention, to object to or prevent the modification of any invention, or to withdraw from circulation or control the publication or distribution of any invention, and any similar right, existing under the judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

(b) If I use or disclose my own or any third party's confidential information, intellectual property, or inventions when acting within the scope of my employment or otherwise on behalf of the company, the Company will have and I hereby grant to the Company a perpetual, irrevocable, world-wide royalty-free, non-exclusive, sub-licensable right and license to exploit, use, rely upon and exercise all such confidential information and intellectual property rights therein. As a matter of record, I have set forth on Exhibit A hereto a complete list of those inventions which might relate to the Company's business and which have been made by me prior to employment with the Company. I represent that such list is complete. If no list is attached, I represent that there are no prior inventions.

R.R.
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5. Assistance. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this section will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

6. Confidentiality Obligations

6.1 Acknowledgement. I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to any parent, subsidiary, affiliate, customer, consultant or supplier of the Company or any other party with whom the Company or any other party with whom the Company agrees to hold such information (including any and all copies thereof) of such party in confidence (collectively, the "Confidential Information"), and that the Company has a protectible business interest in its Confidential Information. Such Confidential Information is defined more specifically in Section 6.2 below.

6.2 Confidential Information. The following materials and information (including any and all copies thereof), whether having existed, now existing, or to be developed or created during the term of my employment by Company whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing, are covered by this Agreement and acknowledged by me to be valuable, special and unique assets of Company, the disclosure of which may be materially damaging.

(a) Technology. All information relating to any proprietary technology, including but not limited to existing software products, product enhancements and the like, developed or used by the Company in the provision of products and services to its customers, which information is not generally known to the public or within the biomedical industries or any industry or trade(s) in which Company competes (such as know-how, inventions, design specifications, algorithms, technical formulas, engineering data, benchmark test results, methodologies, procedures, techniques, and information processing processes) and the physical embodiments of such information (such as, by way of example, drawings, specification sheets, design notes, source code, object code, HTML code, XML code, scripts, applets, load modules, schematics, flow charts, logic diagrams, procedural diagrams, coding sheets, work sheets, documentation, annotations, printouts, studies, manuals, proposals and any other written or machine-readable manuals, proposals and any other written or machine readable expressions of such information as are fixed in any tangible media).

(b) Other Products and Services. All information relating to inventions, biomedical technologies and other proprietary products or services, whether existing or in various stages of production, research and development, which are not generally known to the public or within the biomedical industries or any other industry or trade(s) in which Company competes (such as, by way of example, know-how, content, specifications, technical data, engineering data, processes, techniques, methodologies, and strategies) and the physical embodiments of such information (such as drawings, schematics, data files, video, text, pictures, sound, graphics, specification sheets, instructor manuals, course materials, training aids, video cassettes, transparencies, slides, taped recordings of presentations, proposals, printouts, studies, contracts, maintenance manuals, documentation, and any other written or machine-readable expressions of such information as are fixed in any tangible media).

(c) Business Procedures. All information concerning or relating to the way Company conducts its business which is not generally known to the public or within the biomedical industries (such as, by way of example, internal business procedures, controls, internal telephone numbers, plans, licensing techniques and practices, supplier, subcontractor, consultant, and prime contractor names and contracts and other vendor information, computer system passwords and other computer security controls, financial information, distributor information, and employee data) and the physical embodiments of such information (such as, by way of example, check lists, samples, services and operational manuals, contracts, proposals, printouts, correspondence, forms, listings, ledgers, financial statements, financial reports, financial and operational analyses, financial and operational studies, management reports of every kind, databases, personnel records pertaining to employees other than myself, and any other written or machine-readable expressions of such information as are fixed in any tangible media).

(d) Marketing Plans and Customer Lists. All information pertaining to Company's marketing plans and strategies; forecasts and projections; marketing practices, procedures and policies; financial data, discounts, margins; costs; credit terms; pricing practices, procedures and policies, goals and objectives; quoting practices, procedures and policies, and customer data including customer lists, contracts, representatives, requirements and needs, specifications, data provided by or about prospective existing or past customers and contract terms applicable to such customers, and the physical embodiments of such information (such as, by way of example, license agreements, customer lists, print-outs, databases, marketing plans, marketing reports, strategic business plans, marketing analyses and management reports, trade show or exhibit attendee listings, listings of potential customers and leads, and any other written or machine-readable expressions of such information as are fixed in any tangible media).

(e) Information Provided by Third Parties. All confidential or proprietary information, materials and tangible property of customers, clients, business partners of or suppliers to Company or other third parties who may have disclosed or entrusted such confidential or proprietary information to the Company or to me with the expectation that the confidentiality of such information would be maintained.

(f) Not Generally Known. Any information in addition to the foregoing which is not generally known to the public or within the industries or trades in which Company competes, and the physical embodiments of such information in any tangible form, whether written or machine-readable in nature.

Confidential Information shall not include any information that (i) has been published in a form generally available to the public prior to the date Employee proposes to disclose or use such information or otherwise is or becomes public knowledge through legal means without fault by the Employee, (ii) is already public knowledge prior to the signing of this Agreement, (iii) was available to the Employee on a non-confidential basis prior to its disclosure by the Company, (iv) was disclosed by the Employee in the performance of his duties hereunder, or (v) must be disclosed pursuant to applicable law or court order. Information shall not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

6.3 Obligations. I agree to take the following steps to preserve the confidential and proprietary nature of the Confidential Information:

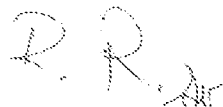
(a) Non-Disclosure. At all times both during and after my employment with Company, I will not, directly or indirectly, on my own behalf or on behalf of any third party, use, rely on, disclose, make available, or transfer any of the Confidential Information other than as authorized by Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. I understand that I am not allowed to sell, license or otherwise exploit any products (including software or content in any form) which embody or otherwise exploit in whole or in part any Confidential Information.

(b) Disclosure Prevention. I will take all reasonable precautions to prevent the inadvertent or accidental exposure of Confidential Information.

(c) Removal. I will not remove any Confidential Information from Company's premises or make copies of such materials except for use in Company's business.

(d) Return. I will return promptly to Company all Confidential Information and copies thereof at any time upon the request of Company, in any event and without such request, prior to the termination of my employment by Company. I agree not to retain any tangible or intangible copies of any Confidential Information after the termination of my employment for any reason. Upon termination of my employment, I will not take with me any documents or materials or copies thereof containing any Confidential Information.

(e) Court-Ordered Disclosure. In the event that I receive a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body, I agree to notify the Company immediately of the existence, terms and circumstances surrounding such request, to consult with the Company on the advisability of taking legally available steps to resist or narrow such request, and if disclosure is required to prevent me from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as, in the written



opinion of counsel satisfactory to the Company, I am legally compelled to disclose, and to exercise my best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

6.4 General Knowledge. The general skills, knowledge and experience gained during my employment with Company, and information publicly available or generally known within the industry or trade(s) in which Company competes, is not considered Confidential Information. Also, upon termination of my employment with Company, I shall not, subject to the provisions of Section 7 below, be restricted from working with a person or entity which has independently developed information or materials similar to Confidential Information as long as I comply with my continuing obligations under this Agreement.

6.5 Information Disclosed Remains Property of Company. I agree and acknowledge that all ideas, concepts, information, and written material disclosed to me by Company, or acquired from a customer or prospective customer of Company are and shall remain the sole and exclusive property and Confidential Information of Company or such customers, and are disclosed in confidence by Company or permitted to be acquired from such customers in reliance on my agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of Company's business and for Company's benefit.

6.6 Obligations to Government or Other Third Parties. The Employee acknowledges that the Company from time to time may have agreements with the other persons or entities or with the United States Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the sensitive nature of such work. The Employee agrees to be bound by all such obligations and restrictions which are made known to the Employee and to take all action necessary to discharge the obligations of the Company under such agreements.

6.7 Survival. Section 6 shall survive the termination or expiration of this Agreement.

7 Non-Competition Covenant

7.1 Competitor Defined. The term "Competitor" shall refer to any person, firm, corporation, partnership or other business entity engaged in or about to become engaged in the production, licensing, sale or marketing of any product or service:

- (a) which is substantially similar to or directly competitive with any product or service of Company with which I have been directly concerned through my work for Company during the preceding one (1) year; or
- (b) which is based on technology of the kind or type acquired, developed or being developed, produced, marketed, distributed, planned, furnished or sold by the Company while I was employed by the Company; or
- (c) with respect to which I have acquired Confidential Information.

7.2 Restrictive Covenant. As a material inducement to Company to enter into this Agreement, I covenant and agree that without the Company's prior written consent, during my employment with Company and for a period of one (1) year following the termination of my employment, whether such termination be with or without cause, I shall not enter the employ of any Competitor, nor engage during such period, directly or indirectly, voluntarily or involuntarily, as principal, agent, officer, employee or otherwise, anywhere in the United States, in any actions to divert or take away any customer or supplier of Company, seek to reduce the amount of business performed or engaged in by the Company with any customer or supplier, or provide services to, or assist in any manner any Competitor, or otherwise compete with Company in the sale or licensing, of any products or services competitive with the products or services developed or marketed by Company in the United States.

Notwithstanding the foregoing, I shall retain the right to invest in or have an interest in entities traded on any public market or offered by any national brokerage house, provided that said interest does not exceed one percent (1%) of the voting control of said entity. In addition, I may make passive investments in privately held entities that are determined by the Board of Directors of the Company in its sole discretion not to be Competitors of the Company.

7.3 Employee's Acknowledgments and Agreements. I acknowledge that the covenant in Section 7.2 has a unique, very substantial and immeasurable value to Company. I acknowledge and agree that the products and services developed by Company are or are intended to be marketed and licensed to customers worldwide. I further acknowledge and agree to the reasonableness of this covenant not to compete and the reasonableness of the geographic area and duration of time which are a part of said covenant. I also acknowledge and agree that this covenant will not impair me from becoming gainfully employed, or otherwise earning a livelihood following termination of employment with Company.

8. Non-Solicitation. I agree that any attempt on my part to induce others to leave Company's employ, or any effort by me to interfere with Company's relationship with its other employees would be harmful and damaging to Company. I agree that during employment and for a period of two (2) years thereafter, I will not in any way, directly or indirectly (i) induce or attempt to induce any employee of Company to quit employment with Company; (ii) otherwise interfere with or disrupt Company's relationship with its employees; (iii) solicit, entice, or lure away any employee of Company; or (iv) hire or engage any employee of Company or any former employee of Company whose employment with Company ceased less than one (1) year before the date of such hiring or engagement.

9. Project Completion. I agree to give Company at least thirty (30) days prior written notice of my intention to terminate my employment with Company, in order to minimize any adverse effect on Company for any project in which I might be involved on behalf of Company. I agree to use my best efforts prior to termination to complete any project then assigned to me to the reasonable satisfaction of the Company, and to be available thereafter as reasonably required to assist with a transition and to answer questions explaining the work done by me prior to termination.

10. Notification. I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

11. Name and Likeness Rights. I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

12. Injunctive Relief. I understand that in the event of a breach or threatened breach of this Agreement by me, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

13. Assignment, Company, Subsidiaries. My rights, interest and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by me. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon the successors of Company. If Company shall at any time be merged or consolidated with or into another corporation, or if substantially all the assets of Company are transferred to another corporation, the provisions of this Agreement shall be binding on and shall inure to the benefit of the corporation resulting from such merger or consolidation or to which such assets shall be transferred.

For purposes of this Agreement, the term "Company" shall include all subsidiaries, parent corporations or affiliated corporations of the Company.

14. Governing Law, Severability. This Agreement will be governed and interpreted in accordance with the internal laws of the State of Maryland, without regard to or application of choice-of-law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal having competent jurisdiction to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be recast so as to be enforced to the maximum extent permissible under applicable law while taking into account the original intent and effect of the provision, and the remainder of this Agreement shall remain in full force and effect. Any prohibition or unenforceability of any provision of this Agreement in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

15. Forum Selection, Waiver of Jury. The parties agree that any legal proceeding, commenced by one party against the other, shall be brought in any state or Federal court having proper jurisdiction, within the State of Maryland. Both parties submit to such jurisdiction, and waive any objection to venue and/or claim of inconvenient forum.

R.R. Jr

Execution Copy

The Company and the Employee knowingly and voluntarily waive any and all right to a trial by jury in any action or proceeding arising out of, under or in connection with this Agreement, or the relationship between the parties hereto.

16. No Breach of Prior Agreement. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. All references herein to sections will refer to sections of this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior understandings and agreements, whether oral or written, between the parties hereto with respect to the specific subject matter hereof.

20. Amendment. No amendment or modification of this Agreement shall be valid or binding on the parties hereto unless made in a mutually executed writing.

21. "At Will" Employment. I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment can be terminated at any time, for any reason or for no reason, by either the Company or myself. This Agreement shall be effective as of the first day of my employment by the Company, which is Aug 9 2004

[Signature Page Follows]

R. R. DW

SIGNATURE PAGE
TO
ASSIGNMENT OF INVENTIONS, NON-DISCLOSURE,
NON-SOLICITATION AND NON-COMPETITION AGREEMENT
BETWEEN INFINITE BIOMEDICAL TECHNOLOGIES, LLC AND EMPLOYEE

ACCEPTED AND AGREED:

INFINITE BIOMEDICAL TECHNOLOGIES, LLC

EMPLOYEE

By: [Signature]

[Signature]

Name: Santosh Venkatesh

Signature

Title: Chief Operating Officer

Name (Please print): Rada Ragab Gharieb