

PATENT ASSIGNMENT

Electronic Version v1.1
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| 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>August Biomedical Corporation</td> <td>01/29/2004</td> </tr> <tr> <td>August Research Corp.</td> <td>01/29/2004</td> </tr> </tbody> </table> | | Name | Execution Date | August Biomedical Corporation | 01/29/2004 | August Research Corp. | 01/29/2004 |
| Name | Execution Date | | | | | | |
| August Biomedical Corporation | 01/29/2004 | | | | | | |
| August Research Corp. | 01/29/2004 | | | | | | |
| RECEIVING PARTY DATA | | | | | | | |
| Name: | Peter Whitehead | | | | | | |
| Street Address: | 1515 19th Street | | | | | | |
| City: | West Vancouver | | | | | | |
| State/Country: | CANADA | | | | | | |
| Postal Code: | V7V 3X5 | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6021344</td> </tr> </tbody> </table> | | Property Type | Number | Patent Number: | 6021344 | | |
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| Patent Number: | 6021344 | | | | | | |
| CORRESPONDENCE DATA | | | | | | | |
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| Address Line 2: | Suite 700 | | | | | | |
| Address Line 4: | Bellevue, WASHINGTON 98004 | | | | | | |
| ATTORNEY DOCKET NUMBER: | 2282-008-03 | | | | | | |
| NAME OF SUBMITTER: | Joshua King | | | | | | |
| <p>Total Attachments: 6</p> <p>source=2 - '344 and '106 assign August-Coyote to PWhitehead 1-29-2004 recorded 23Oct2012#page1.tif</p> <p>source=2 - '344 and '106 assign August-Coyote to PWhitehead 1-29-2004 recorded 23Oct2012#page2.tif</p> <p>source=2 - '344 and '106 assign August-Coyote to PWhitehead 1-29-2004 recorded 23Oct2012#page3.tif</p> <p>source=2 - '344 and '106 assign August-Coyote to PWhitehead 1-29-2004 recorded 23Oct2012#page4.tif</p> <p>source=2 - '344 and '106 assign August-Coyote to PWhitehead 1-29-2004 recorded 23Oct2012#page5.tif</p> <p>source=2 - '344 and '106 assign August-Coyote to PWhitehead 1-29-2004 recorded 23Oct2012#page6.tif</p> | | | | | | | |

CH \$40.00 6021344

**RELEASE AGREEMENT
AND ASSIGNMENT OF RIGHTS AGREEMENT**

1. **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

In consideration of the exchange between PETER WHITEHEAD and AUGUST BIOMEDICAL CORPORATION and AUGUST RESEARCH CORP. of good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, AUGUST BIOMEDICAL CORPORATION and AUGUST RESEARCH CORP. (the "Assignors") do hereby each and jointly sell, assign, and transfer to Peter Whitehead (the "Assignee") the entire right, title, and interest that the Assignors own, beneficially or otherwise, throughout the world, including the United States, Canada and other countries, in any and all intellectual property related to the Assignee during the period which he was employed by the Assignors, including any and all inventions, patents, patent applications, trademarks, trademark applications, projects and other subject matter in which the Assignee participated in any manner, and including, but not limited to, the following:

(a) United States patent 6,021,344, issued February 1, 2000 and entitled FLUORESCENCE SCOPE SYSTEM FOR DERMATOLOGIC DIAGNOSIS, (also known as the "Goggles Patent"), and corresponding Canadian patent application 2,192,036, Australia patent application AU5114198, European patent application EP0955870, Japanese patent application JP2001504739T, and PCT patent application WO9824360, and in and to all Letters Patent to be obtained from the invention embodied in such patent and applications, including any other regional or national patent and any non-provisional, continuation, division, renewal, or substitute thereof, and as to any Letters Patent from any reissue or re-examination or other post-issuance review thereof, if the rights to such patent remain in or with the Assignors and have not been otherwise assigned or transferred on the date of this Agreement;

(b) United States patent 6,110,106, issued August 29, 2000 and entitled **ENDOSCOPES AND METHODS RELATING TO DIRECT VIEWING OF A TARGET TISSUE** (also known as the "Direct Viewing Endoscope Patent"), and any corresponding patent applications, and in and to all Letters Patent to be obtained from the invention embodied in such patent and applications, including any other regional or national patent, and any non-provisional, continuation, division, renewal, or substitute thereof, and as to any Letters Patent from any reissue or re-examination or other post-issuance review thereof, if the rights to such patent remain in or with the Assignors and have not been otherwise assigned or transferred on the date of this Agreement;

(c) The inventions relating to colposcopes, including, but not limited to, those embodied in the draft patent application entitled **SYSTEMS AND METHODS RELATING TO COLPOSCOPIC VIEWING TUBES FOR ENHANCED VIEWING AND EXAMINATION**, not yet filed, and in the U.S. trademark registration application for **CERVEYOR**, application no. 78/235813, presently pending;

(d) The inventions relating to **SYSTEMS AND METHODS FOR ORAL DISEASE DETECTION AND DENTAL COMPOSITION CURING**, no patent or trademark applications yet prepared or filed; and

(e) The hardware and all intellectual property rights and interest associated with the **ZEISS** scope, whether written, pending or otherwise, filed or unfiled, and including any associated attachments.

The Assignors hereby authorize and request the Patent Office Officials in all countries to issue any and all of said Letters Patents, when granted, to the Assignee as the assignee of the Assignors' entire right, title and interest in and to the same, for the sole use of said Assignee, his successors and assigns, to the full end of which the term for which said Letters Patents may be granted, as fully and entirely as the same would have been held by us had this Assignment and Transfer not been made.

The Assignors covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that conflicts with this assignment. The Assignors further covenant that the Assignee, will, upon request, be provided promptly with all pertinent facts, documents relating to said inventions, projects, etc., including said Letters Patent and legal equivalents as may be known and accessible to the Assignors, and will promptly execute and deliver to the Assignee or his legal representatives any and all documents, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said patents, said inventions, etc., and any related instruments thereof that may be necessary or desirable to carry out the purposes thereof.

2. **RELEASE**

PETER WHITEHEAD, in consideration of good and valuable consideration, the sufficiency and receipt whereof is hereby expressly acknowledged, does hereby remise, release and forever discharge AUGUST BIOMEDICAL CORPORATION and AUGUST RESEARCH CORP., and all of their current and former affiliated, associated, related, subsidiary, parent companies or entities and officers, directors, servants, employees, consultants, advisors and agents (hereinafter collectively referred to as the "Releasees") of and from all action, causes of action, debts, demands, dues, bonds, accounts, covenants, contracts and claims whatsoever which he has ever had, now has or which he can, shall or may hereafter have existing up to the date hereof for or by reason of any cause, matter or thing whatsoever, including, without limiting the generality of the foregoing, any actions, causes of action, suits, debts, demands or claims relating to my employment with any of the Releasees, and he hereby specifically covenants, represents and warrants to the Releasees that he has no further claim against the Releasees for or arising out of his employment or cessation of employment which specifically includes but is not limited to any claim for notice, pay in lieu of notice, wrongful dismissal, severance pay, bonus, overtime, interest, vacation pay, libel, slander.

3. **NO ADMISSIONS**

PETER WHITEHEAD acknowledges that the consideration given to him pursuant to the above paragraphs does not and shall not be construed or considered as an admission of liability on the part of the Releasees.

4. **FURTHER CLAIMS**

PETER WHITEHEAD understands and agrees that this Release includes any and all claims arising under the British Columbia *Employment Standards Act* or any other applicable legislation, either Federal or Provincial, and that the consideration provided includes any amount that he may be entitled to under such legislation and agrees not to file any complaint pursuant to such legislation, or pursuant to any other legislation, with respect to his employment or the termination of employment.

5. **CONFIDENTIALITY**


The parties do hereby undertake to protect the privilege, privacy and confidentiality of the terms and conditions of the within settlement and shall not disclose the terms and conditions of such settlement to anyone (except financial advisors, government agencies, legal counsel, or as may be required by law) and, without limiting the generality of the foregoing, and further agree that they shall not initiate any discussions, comment or communicate with anyone or notify anyone about the settlement indicated by this full and final release or about any aspect or detail of such settlement and further agree that they will not discuss, comment or communicate any aspect or detail of the settlement with anyone except and only to say that the aforesaid action has been resolved unless otherwise required by law.

6. **INDEPENDENT LEGAL ADVICE**

The parties confirm that they have been afforded an opportunity to obtain independent legal advice with respect to the details of the settlement evidenced by this Release.

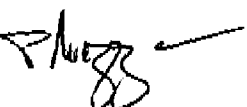
IN WITNESS WHEREOF, the parties have executed this Agreement this 29 day of January, 2004.

SIGNED, in the presence of:)

Signature )
Name **Kacey A. Krenn**)
Barister & Solicitor)
Gowling Lafleur Henderson LLP)
Suite 2300, Four Bentall Centre)
Date **1055 Dunsmuir Street**)
P.O. Box 49122)
Vancouver, BC V7X 1J1)
Phone: (604) 683-6498)


PETER WHITEHEAD

Witness to authorized signatory of)
AUGUST BIOMEDICAL CORPORATION)

Signature )
Name **PERRY A. MAZZONE**)
Barrister & Solicitor)
Taylor Sourisseau Mazzone Tatchell)
440 - 755 Burrard Street)
Date **Vancouver, B.C. V6Z 1X6**)
Tel: 604-633-9799)

AUGUST BIOMEDICAL CORPORATION

Per: 
Authorized Signatory

