

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medical Education Technologies, Inc.		10/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One U.S. Bank Plaza, 12th Floor
Internal Address:	Mail Code SL-MO-T12M
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3096630	BABYSIM
Registration Number:	2935908	EXAMSIM
Registration Number:	2282928	HPS
Registration Number:	3429982	HPSN
Registration Number:	3458853	ISTAN
Registration Number:	2250672	MEDICAL EDUCATION TECHNOLOGIES, INC.
Registration Number:	2259407	METI
Registration Number:	3137601	METI ECS
Registration Number:	3082416	METI LIVE
Registration Number:	3290812	METI PNCI
Registration Number:	2459753	PEDIASIM
Registration Number:	3198835	SURGICALSIM
Serial Number:	77485072	EDOSE

CH \$365.00 3096630

Serial Number:

77247983

METIVISION

CORRESPONDENCE DATA

Fax Number: (314)552-7000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thompson Coburn LLP

Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:

299-78347

NAME OF SUBMITTER:

Tiffany L. Schwartz

Signature:

/Tiffany L. Schwartz/

Date:

10/08/2008

Total Attachments: 14

source=Patent, Trademark and License Security Agreement (10-8-08)#page1.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page2.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page3.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page4.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page5.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page6.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page7.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page8.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page9.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page10.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page11.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page12.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page13.tif
source=Patent, Trademark and License Security Agreement (10-8-08)#page14.tif

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

Reference is hereby made to that certain Loan Agreement dated as of the date hereof by and among Medical Education Technologies, Inc., a Delaware corporation (the "**Debtor**"), the Lenders from time to time party thereto and U.S. Bank National Association as the L/C Issuer and the Agent, as the same may from time to time be amended, modified, extended, renewed or restated (the "**Loan Agreement**"). All capitalized terms used and not otherwise defined in this Patent, Trademark and License Security Agreement (this "**Agreement**") shall have the respective meanings ascribed to them in the Loan Agreement.

This Agreement is made as of the 8th day of October, 2008, by the Debtor in favor of the Agent for the benefit of the Agent, the L/C Issuer and the Lenders (collectively, the "**Secured Parties**" and individually, a "**Secured Party**").

WITNESSETH:

WHEREAS, the Debtor and the Secured Parties are herewith entering into the Loan Agreement; and

WHEREAS, as a condition precedent to the Secured Parties entering into the Loan Agreement, the Secured Parties have required that the Debtor execute and deliver this Agreement to the Agent for the benefit of the Secured Parties; and

WHEREAS, in order to induce the Secured Parties to enter into the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Agent for the benefit of the Secured Parties; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Agent for the benefit of the Secured Parties pursuant to which the Debtor has granted to the Agent for the benefit of the Secured Parties a security interest in and lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Agent for the benefit of the Secured Parties a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "**Collateral**"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages

and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between the Debtor and any other Person, whether the Debtor is licensor or licensee (all of the foregoing license agreements and the Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to any of the Secured Parties evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Transaction Document and (iii) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by any of the Secured Parties upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing the any of the Secured Parties in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Agent, and covenants and agrees with the Agent, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons;

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

3. Inspection Rights; Product Quality. The Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Agent, upon the Agent's reasonable request from time to time, with a certificate of an officer of the Debtor certifying the Debtor's compliance with the foregoing.

4. Additional Patents, Trademarks and Licenses. If the Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which the Debtor has not previously informed the Agent, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Agent prompt written notice thereof.

5. Modification by the Agent. The Debtor hereby irrevocably authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and/or E to include any future patents, patent applications, trademarks, trademark applications, service marks, service mark applications, service mark registrations, trade names and/or licenses, covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable law.

6. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use the Patents and Trademarks and exercise

its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

7. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of the Debtor associated therewith) and/or Licenses, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and reasonable attorney's fees and expenses), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the manner and order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent, the L/C Issuer, any Lender and/or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by any Secured Party of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from any Secured Party to the Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, the Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights and remedies under this Agreement. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

8. Termination of Agreement. At such time as (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Agent, the L/C Issuer and/or any Lender to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Debtor under the Loan Agreement and/or any other Transaction Document, (c) no Letters of Credit shall remain outstanding, (d) no Rate Hedging Contracts between the Debtor and any Lender shall remain outstanding and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and, upon the Debtor's written request, the Agent shall execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement. If claim is ever made on any Secured Party for repayment or recovery of any amount or amounts received by any Secured Party in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and any Secured Party repays all or part of said amount by reason of (a) any

judgment, decree or order of any court or administrative body having jurisdiction over any Secured Party or any property or assets of any Secured Party or (b) any settlement or compromise of any such claim effected by any Secured Party with any such claimant (including, without limitation, the Debtor), then and in such event the Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on the Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by any Secured Party. This Agreement shall continue to be effective or be reinstated, as the case may be, if (a) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment had not been made or (b) this Agreement is released in consideration of a payment of money or transfer of property or grant of a security interest by the Debtor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by any Secured Party upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made.

9. Preservation of Patents, Trademarks and Licenses. The Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter as commercially reasonable, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with the Debtor's obligations under this Section 9 shall be borne by the Debtor.

10. Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any officer, employee or agent of the Agent as the Agent may select, in its sole discretion, as the Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. The Debtor hereby ratifies all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. No Waiver. No course of dealing between the Debtor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.

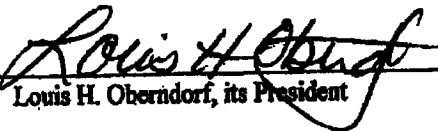
14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of each of the Secured Parties.

15. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of Missouri (without reference to conflict of law principles); provided, however, that the perfection, the effect of the perfection or non-perfection and the priority of the security interests and liens created by this Agreement shall in all respects be governed, construed, applied and enforced in accordance with the substantive laws of the applicable jurisdiction.

16. Consent to Jurisdiction; Waiver of Jury Trial. DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN THE CITY OR COUNTY OF ST. LOUIS, MISSOURI OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AS THE AGENT MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND (E) WAIVES ALL RIGHTS OF ANY OTHER JURISDICTION WHICH THE DEBTOR MAY NOW OR HEREAFTER HAVE BY REASON OF ITS PRESENT OR SUBSEQUENT DOMICILES. **THE DEBTOR AND THE AGENT HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH THE DEBTOR AND THE AGENT ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

IN WITNESS WHEREOF, the Debtor has executed this Patent, Trademark and License Security Agreement as of the ____ day of October, 2008.

MEDICAL EDUCATION TECHNOLOGIES, INC.
("Debtor")

By 
Louis H. Oberndorf, its President

Accepted and agreed to as of the ____ day of October, 2008.

U.S. BANK NATIONAL ASSOCIATION, as Agent

By _____
Name: _____
Title: _____

*Signature Page to
IP Security Agreement*

TRADEMARK
REEL: 003867 FRAME: 0411

IN WITNESS WHEREOF, the Debtor has executed this Patent, Trademark and License Security Agreement as of the ____ day of October, 2008.

MEDICAL EDUCATION TECHNOLOGIES, INC.
("Debtor")

By _____
Name: _____
Title: _____

Accepted and agreed to as of the ____ day of October, 2008.

U.S. BANK NATIONAL ASSOCIATION, as Agent

By Juli Van Hook
Name: Juli Van Hook
Title: Senior Vice President

SCHEDULE A

United States Patents

NONE

SCHEDULE B

United States Patent Applications

Filing Date	Application Type	Description	Serial No.	Country
1/25/2008	Provisional Patent Application	Simulated Lung for Human Patient Simulator	61/023,648	USA
2/12/2008	Provisional Patent Application	Simulator for Monitoring and Treatment of Elevated Intracranial Pressure	61/027,982	USA
2/12/2008	Provisional Patent Application	I.V. and I.O. System for a Full Body Body Patient Simulator	61/027,941	USA
2/12/2008	Provisional Patent Application	Bleeding and Secretions System Design for a Full Body Patient Simulator	61/027,936	USA

SCHEDULE C

United States Trademark Registrations

Trademark	Case Number/Subcase Country Name	Application Number/Date	Registration Number/Date
BABYSIM	014539/ United States of America	78/447377 08-Jul-2004	3096630 23-May-2006
EXAMSIM	014343/ United States of America	76/580124 10-Mar-2004	2935908 29-Mar-2005
HPS	010356/ United States of America	75/473236 23-Apr-1998	2282928 05-Oct-1999
HPSN	016647/ United States of America	77/248020 06-Aug-2007	3429982 20-May-2008
ISTAN	016296/ United States of America	77/101531 07-Feb-2007	3458853 01-Jul-2008
MEDICAL EDUCATION TECHNOLOGIES, INC.	010453/ United States of America	75/484815 14-May-1998	2250672 01-Jun-1999
METI	010455/ United States of America	75/484816 14-May-1998	2259407 06-Jul-1999
METI ECS	014759/ United States of America	76/626966 05-Jan-2005	3137601 05-Sep-2006
METI LIVE	014892/ United States of America	78/616790 26-Apr-2005	3082416 18-Apr-2006
METI PNCI	015436/ United States of America	78/871100 27-Apr-2006	3290812 11-Sep-2007
PEDIASIM	000875/ United States of America	76/064765 07-Jun-2000	2459753 12-Jun-2001
SURGICALSIM	015365/ United States of America	78/841385 20-Mar-2006	3198835 16-Jan-2007

SCHEDULE D

United States Applications For Trademark Registration

Trademark	Case Number/Subcase Country Name	Status	Application Number/Date
EDOSE	017087/ United States of America	Pending	77/485072 28-May-2008
METIVISION	016648/ United States of America	Allowed	77/247983 06-Aug-2007

SCHEDULE E

Licenses

Agreement and Date	Licensor	Licensee	As Amended
License Agreement October 1, 2004	SimSurgery Distribution AS	Medical Education Technologies, Inc.	Amendment No. 1 to License Agreement dated May 22, 2006; and Oral extension of License Agreement by parties.
Patent License Agreement May 2, 1994	University of Florida Research Foundation (UFRF)	Medical Education Technologies, Inc.	First Amendment to Patent License Agreement dated May 2, 1994; Novation Agreement dated March 31, 1997; Second Amendment to License Agreement dated May 2, 1994; and Third Amendment to License Agreement dated May 2, 1994.
License Agreement December 17, 2001	University of Florida Research Foundation (UFRF)	Medical Education Technologies, Inc.	
License Agreement January 10, 2003	Cardonics, Inc.	Medical Education Technologies, Inc.	
Software License Distribution Agreement July 15, 2005	University of Washington (UW)	Medical Education Technologies, Inc.	
Patent License Agreement December 31, 2006	RealSim Systems, LLC	Medical Education Technologies, Inc.	
License Agreement June 25, 2007	L.S.D.I. Ltd.	Medical Education Technologies, Inc.	

License Agreement January 1, 2008	Medical Teaching Systems, Inc.	Medical Education Technologies, Inc.	
Reseller Agreement April 23, 2008	Authentic World Limited	Medical Education Technologies, Inc.	

CENTRAL\30983327.1

RECORDED: 10/08/2008

**TRADEMARK
REEL: 003867 FRAME: 0418**