

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Life-Tech, Inc.		10/31/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	WR Medical Electronics Co.
Doing Business As:	WR Medical Electronics Co.
Street Address:	1700 Gervais Ave
City:	Maplewood
State/Country:	MINNESOTA
Postal Code:	55109
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1768538	MEDITRODE
Registration Number:	1808416	MICROPHOR
Registration Number:	1743002	IONTOPHOR

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	651-604-8400
Email:	eet@wrmed.com
Correspondent Name:	WR Medical Electronics Co.
Address Line 1:	1700 Gervais Avenue
Address Line 4:	Maplewood, MINNESOTA 55109

NAME OF SUBMITTER:	Jonathon Blais
Signature:	/jonathon blais /1828

OP \$90.00 1768538

Date:

10/31/2013

Total Attachments: 28

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ASSET PURCHASE AGREEMENT
BY AND BETWEEN
WR MEDICAL ELECTRONICS CO.
AND
LIFE-TECH, INC.

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (this “Agreement”), made and entered into by and among **WR Medical Electronics Co.**, a Minnesota corporation, or its assigns (“Buyer”), and **Life-Tech, Inc.**, a Texas corporation (“Seller”).

WHEREAS, Seller manufactures, markets and sells products used to drive drugs through the skin by applying a mild electrical current to a solution of drug contained in an absorbent electrode pad that is attached to the skin, which products are sold through Seller’s “Physical Medicine and Dentistry (PM&D) division” (the “Business”); and

WHEREAS, Seller desires to sell and Buyer desires to purchase and acquire substantially all of Seller’s assets used in the Business, all on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the purchase and sale described herein and of the mutual promises, covenants and conditions hereinafter set forth, Seller and Buyer hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. On the Closing Date, subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer or its assigns agrees to purchase, the following assets (the “Assets”) of Seller on the terms and conditions set forth in this Agreement, which assets shall constitute all of the assets used by Seller in the conduct of the Business:

- (a) Inventory. Those items of Seller’s inventory and supplies existing as of the Closing Date, including, work in process, parts, supplies inventory (including parts, supplies and inventory on order), finished goods and goods held for sale to customers, a detailed list of which is set forth on the attached Exhibit A (the “Inventory”), subject to any changes prior to the Closing that are agreed to by Seller and Buyer. To the extent that Seller has placed orders for Inventory materials that have not yet been shipped and delivered, the parties may agree that such orders may be placed on Exhibit E and assumed by the Buyer, in which case Buyer shall pay any remaining amount due on such order.
- (b) Fixed Assets. The equipment, tools, spare parts, software (if assignable) and other fixed assets of Seller used in the Business, including but not limited to those set forth on the attached Exhibit B (the “Fixed Assets”), subject to any changes prior to the Closing that are agreed to by Seller and Buyer.
- (c) Intangible Assets and Intellectual Property Rights. All intangible and Intellectual Property Rights (as defined herein) of Seller used in the Business, including applicable patents, trademarks, certain other product

related names, URLs and websites, the existing client accounts of Seller, FDA 510(k) registrations of the Products and, without limitation, those intangible assets listed on Exhibit C.

- (d) Books and Records. Seller's books and records relating to the Seller's customer accounts, including without limitation, lists of customers and suppliers, and records with respect to pricing, volume, payment history, cost, inventory, mailing lists, distribution and customer lists, sales, purchasing and materials, sales literature and including any such records which are maintained on computer; as well as all manufacturing documentation, engineering drawings, production processes, and other operating manuals (the "Books and Records").

1.2 Excluded Assets. Excluded assets, if any, are listed on Exhibit D.

1.3 No Assumed Liabilities. Other than the Assumed Contracts (below), Buyer is not assuming any liabilities of Seller whatsoever, and will not be responsible for any liabilities or obligations of Seller. Without limitation, Buyer is not assuming any of Seller's accounts payable or other trade debt.

1.4 Assumed Contracts. Buyer shall assume all of Seller's right, title and interest in and to all contracts, commitments and agreements listed on Exhibit E, if any.

1.5 Purchase Price. The purchase price to be paid for the Assets shall equal the sum of the amounts listed below. Except as otherwise set forth herein, the Purchase Price described below shall be paid in cash or Buyer check to Seller at Closing, and calculated as follows:

- (a) Seventy Five Thousand Dollars (\$75,000) payable at closing; plus
- (b) Any amount(s) agreed to between Buyer and Seller pursuant to Section 7 hereof dealing with the transition of the Business post-closing.

The Purchase Price shall be allocated for income tax purposes by the parties to the specific assets pursuant to Exhibit F. Each of the parties hereto agrees to report this transaction to the Internal Revenue Service on IRS Form 8594 consistently with the allocation set forth in Exhibit F.

ARTICLE 2 CLOSING

The Closing hereunder shall take place at the offices of Seller, within three (3) business days after Seller obtains all necessary corporate approvals or on September 30, 2013, whichever last occurs (the "Closing Date"), or at such other time and place as may be mutually agreed upon by Buyer and Seller.

2.1 Seller Deliveries. On the Closing Date, subject to the terms and conditions set forth in this Agreement, Seller shall make the following deliveries:

- (a) Bill of Sale, assignments, certificates of title, and other instruments of conveyance reasonably requested by Buyer;
- (b) Appropriate releases or termination statements for any security interests in the Assets;
- (c) Non-Competition Agreements in the form attached hereto as Exhibit G executed by Seller, Dr. Alfred Coats and Louis Lupin III;
- (d) Copies of resolutions or a written action of Seller authorizing and approving the transaction set forth herein;
- (e) A Certificate executed by the Seller that the representations and warranties contained in Article 3 hereof are true and correct as of the Closing Date;
- (f) Closing Statement in form mutually agreeable to the parties and consistent with this Agreement;
- (g) All other items or documents necessary, customary or appropriate hereunder.

2.2 Buyer's Deliveries. On the Closing Date, subject to the terms and conditions set forth in this Agreement, Buyer shall make the following deliveries:

- (a) Payment of that portion of the Purchase Price due at Closing;
- (b) a copy of resolutions of Buyer authorizing and approving the transaction set forth herein;
- (c) a Certificate executed by Buyer that the representations and warranties contained in Article 4 hereof are true and correct as of the Closing Date;
- (d) Closing Statement in form mutually agreeable to the parties and consistent with this Agreement; and
- (e) All other items or documents necessary, customary or appropriate hereunder.

2.3 Condition Precedent to the Obligation of Buyer. The inspection described in Section 7.1 hereof and the delivery of all documents required from Seller under this Agreement are condition precedents to the obligation of Buyer to close hereunder. The representations and warranties made by Seller in Article 3 below shall be true and correct as of the Closing Date; Seller shall have fully performed all agreements and obligations required to be performed by it on or before the Closing Date pursuant to this Agreement; and Seller shall deliver to Buyer a Certificate executed by Seller certifying that the foregoing conditions have been met. Additionally, Buyer shall have an opportunity to inspect the Assets immediately prior to closing, and Buyer must be satisfied that the condition and quantities of the Assets are as represented by the Seller.

2.4 Condition Precedent to the Obligation of Seller. The delivery of all documents required from Buyer under this Article 2 is a condition precedent to the obligations of Seller and Owners to close hereunder. The representations and warranties made by Buyer in Article 4 below shall be true and correct as of the Closing Date; Buyer shall have fully performed all agreements and obligations required to be performed by it on or before the Closing Date pursuant to this Agreement; and Buyer shall deliver to Seller a Certificate executed by Buyer certifying that the foregoing conditions have been met.

ARTICLE 3 REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller represents and warrants to Buyer that the following statements are true and correct as of the Closing Date:

3.1 Authority. Seller is a corporation duly organized and existing and in good standing under the laws of the State of Texas and is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated, or such business is now conducted. Seller has full power and authority to sell, convey, assign, transfer and deliver the Assets as herein provided, and all corporate and other proceedings necessary to be taken by Seller in connection with the transactions provided for by this Agreement and necessary to make the same effective have been duly and validly taken, and this Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of each of Seller enforceable in accordance with its terms, except that the enforceability thereof may be subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar Laws relating to or affecting rights of creditors and general equitable principles.

3.2 Title. Seller has good and marketable title to the Assets. At the Closing, Seller will convey good and marketable title to the Assets to be sold hereunder, free and clear of any and all mortgages, liens, security interests, pledges, easements, or encumbrances of any kind or nature whatsoever. The Assets constitute all of the assets now used in or necessary for the conduct of the Business as presently conducted, all of which, except for the Excluded Assets, are being transferred to Buyer by Seller hereunder.

3.3 Non-Breach, Etc. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Seller will not (a) violate or breach Seller's Articles of Organization or Bylaws, (b) result in a material breach of any of the terms or conditions of, or constitute a default under, any mortgage, note, bond, indenture, agreement, license or other instrument or obligation (including any contracts) to which Seller is now a party or by which it or any of its properties or assets may be bound or affected, or (c) violate any order, writ, injunction or decree of any court, administrative agency or governmental body. Except as set forth on Schedule 3.3, no filing with or consent or approval of any third party is required or necessary to effect the transfer or assignment of the Assets of Seller to be transferred or assigned to Buyer under this Agreement. Schedule 3.3 includes any software that requires the consent to be assigned, or software for which the Seller cannot determine whether it is assignable or not.

3.4 Condition of Fixed Assets. At the time of delivery to Buyer, (i) the Fixed Assets are in good repair and operating condition, subject to ordinary wear and tear; and (ii) the customers, suppliers, distributors and sales representatives lists are true, correct and complete. Prior to closing, Buyer shall have the right to inspect the Fixed Assets to determine whether they are in good repair and operating condition. At closing, Buyer accepts the Assets in “As Is Where Is” condition.

3.5 Inventory. Except as set forth on Exhibit A, to the best knowledge of Seller, the items of Inventory and all raw materials and work-in-process Inventory which will be sold to Buyer hereunder will be of a quality and quantity usable by Seller in the ordinary course of its business.

3.6 Litigation. There are no claims, actions, suits, proceedings or investigations (whether or not purportedly on behalf of Seller) pending and, to the best knowledge of Seller, there are no such claims, actions, suits, proceedings or investigations threatened against Seller, the Assets or the Business, at law or in equity or admiralty or before or by any federal, state, municipal or other governmental department, commission, board, agency or instrumentality, domestic or foreign, that would have a material adverse affect on the ability of Buyer to use the Assets or conduct the Business in the manner conducted by Seller prior to closing, nor has any such action, suit, proceeding or investigation been pending during the 12-month period preceding the date hereof. As respects the Assets and the Business, Seller is not operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality, domestic or foreign.

3.7 Liabilities. Seller does not have and will not have after the date of this Agreement any debts, liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise (including those imposed by operation of law), for which Buyer may become liable as a result of the transactions contemplated by this Agreement.

3.8 Tax Matters. Seller has duly filed all federal, state, local, income, sales or use, personal property, franchise and other tax returns required to be filed by it relating to the Assets or the Business and has duly paid or made adequate provision for the payment of all taxes which have been incurred or may be due and payable for any period prior to the date of this Agreement relating to the Assets or the Business. Seller shall be responsible for the payment of any and all sales, use, income or other taxes arising from the sale of the Assets to Buyer.

3.9 Intellectual Property. Exhibit C lists all service marks, patents, trademarks, trade names, trademark and trade name registrations, brand names, copyrights and copyright registrations, all pending applications for any of the foregoing, and any other proprietary rights, inventions, trade secrets, or know-how or processes (hereinafter the foregoing are collectively referred to as “Intellectual Property Rights”) used in the operation of the Business, and any other agreements to which it is a party, which relate, in whole or in part, to Intellectual Property Rights. Seller owns (or, with respect to any licenses identified on Exhibit C, is licensed to use) all Intellectual Property Rights used by it in the conduct of the Business as currently conducted. The use by Seller of any such Intellectual Property Rights and the conduct by Seller of the Business has not, to Seller’s knowledge, infringed on the rights of any third party, Seller is not

aware of any such potential claim, and no claim has been asserted to such effect or that otherwise affects the Intellectual Property Rights. The Intellectual Property Rights to be assigned, transferred or conveyed to Buyer hereunder constitutes all the Intellectual Property Rights used by Seller in the conduct of the Business or in connection with the Assets. If and to the extent that any intellectual property contained in any Excluded Assets is needed by Buyer in order to continue the Business, and without any additional consideration other than as set forth in this Agreement, Seller agrees (for itself and any successors or assigns) that Buyer's use of such intellectual property will not infringe on Seller (or its successors or assigns), and Buyer shall be deemed to have a perpetual, worldwide, royalty-free license to use those aspects of the intellectual property retained by Seller that is necessary to continue to conduct the Business as it has been conducted by Seller prior hereto (if any).

3.10 Further Assurances. From time to time after the Closing Date, at the request of Buyer and Seller will execute and deliver to Buyer all such assignments, endorsements and other documents, and take such other action as Buyer may reasonably request in order to more effectively transfer and assign to Buyer, the Assets transferred to Buyer pursuant to this Agreement and to confirm the title of Buyer thereto.

3.11 Notification of Breaches or Potential Breaches. Seller shall give prompt notice to Buyer of (i) the occurrence or nonoccurrence of any event which will cause any representation or warranty contained in this Agreement to be untrue or inaccurate, and (ii) any failure of Seller to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by any of them hereunder; provided, however, that delivery of any such notice pursuant to this Section shall not limit or otherwise affect the remedies available hereunder to the Buyer.

3.12 Books and Records. Seller represents that it has and shall deliver to the Buyer true and complete manufacturing documentation, engineering drawings, production processes, and other operating manuals which represent all of the information that the Buyer shall need to carry on the Business.

3.13 Post-Closing. After the Closing, unless Seller has a good faith dispute with a vendor, Seller shall satisfy its accounts payable and other liabilities with its suppliers, vendors and other creditors so that there is not loss of goodwill associated with the Business acquired by Buyer.

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS BY PURCHASER

Buyer represents and warrants to Seller that the following statements are true and correct as of the date of this Agreement and will be true and correct on the Closing Date as if made on such date:

4.1 Organization and Standing. Buyer is a corporation duly organized, existing and in good standing under the laws of the State of Minnesota.

4.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (a) result in a breach of any of

the terms or conditions of, or constitute a default under, any mortgage, note, bond, indenture, agreement, license or other instrument or obligation to which Buyer is a party or by which it or any of its properties or assets may be bound or affected, or (b) violate any order, writ, injunction or decree of any court, administrative agency or governmental body, or (c) conflict with or result in the breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Buyer.

4.3 Authority. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and all corporate and other proceedings required to be taken by Buyer in connection with this Agreement and the transactions contemplated hereby and necessary to make the same effective have been duly and validly taken. This Agreement constitutes a valid and binding obligation of Buyer and is enforceable in accordance with its terms.

4.4 Further Assurances. From time to time after the Closing Date, at the request of Seller, Buyer will execute and deliver to Seller any and all further instruments and documents as Seller may reasonably request and Buyer will do, or cause to be done, all such other acts and things as may be necessary to carry out the provisions and intent of this Agreement.

4.5 Notification of Breaches or Potential Breaches. Buyer shall give prompt notice to Seller of (i) the occurrence or nonoccurrence of any event which will cause any representation or warranty contained in this Agreement to be untrue or inaccurate, and (ii) any failure of Buyer to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by any of them hereunder; provided, however, that delivery of any such notice pursuant to this Section shall not limit or otherwise affect the remedies available hereunder to the Seller.

ARTICLE 5 INDEMNIFICATION

5.1 No Assumption of Liabilities. Except as set forth specifically herein, Buyer is not assuming and shall not be obligated or liable for any of the accounts payable, liabilities, obligations, contracts or commitments of Seller, whether now existing or arising in the future and regardless of whether the same involves employees, third parties, etc. Without limiting the generality of the foregoing, it is specifically understood and agreed that Seller shall be solely responsible for any and all liabilities and obligations owed to its employees or independent contractors through the Closing Date, including but not limited to any termination payments, accrued vacation pay, unpaid wages, and otherwise. Additionally, all liabilities and obligations that Seller has to suppliers or creditors shall remain with Seller.

5.2 Indemnification by Seller. Seller hereby agrees that it will indemnify, save and hold Buyer harmless from and against any and all liabilities, losses, damages, claims, deficiencies, costs and expenses (including, without limitation, reasonable attorney fees and other costs and expenses incident to any suit, action or proceeding) ("Damages"), arising out of or resulting from:

- (a) the breach or inaccuracy of any warranty or representation by Seller herein, provided that Buyer provides Seller notice within two (2) years after the Closing Date;
- (b) any failure of the Seller to perform or observe any term, provision, covenant or condition hereunder to be performed or observed by Seller;
- (c) any liabilities and obligations of Seller not specifically assumed by Buyer under this Agreement; or
- (d) the ownership, use or possession of the Assets prior to the Closing and the acts or omissions of Seller in connection with the conduct of the Business prior to the Closing.

In the event that Buyer is entitled to indemnification for Damages, Buyer may offset such Damages from any other payments due Seller (if any); provided that Buyer provides Seller notice of the amount of any such Damages.

5.3 Indemnification by Buyer. Buyer hereby agrees that Buyer will indemnify, save and hold Seller harmless from and against any and all liabilities, losses, damages, claims, deficiencies, costs and expenses (including, without limitation, reasonable attorney fees and other costs and expenses incident to any suit, action or proceeding) (“Damages”), arising out of or resulting from:

- (a) the breach or inaccuracy of any warranty or representation by Buyer herein, provided that Seller provides Buyer written notice not more than one (1) years after the Closing Date;
- (b) any failure of the Buyer to perform or observe any term, provision, covenant or condition hereunder to be performed or observed by Buyer;
- (c) any liabilities and obligations of Buyer; or
- (d) the ownership, use or possession of the Assets after the Closing and the acts or omissions of Buyer in connection with the conduct of the business after the Closing.

5.4 Defense of Third Party Claims. The obligations and liabilities of an indemnifying party with respect to Damages resulting from the assertion of liability by third parties (each, a “Third Party Claim”) shall be subject to the following terms and conditions:

- (a) A party entitled to indemnity under this Article 5 (an “Indemnified Person”) shall promptly give written notice to the party obligated to indemnify hereunder (the “Indemnifying Party”) of any Third Party Claim which might give rise to any Damages to the Indemnified Party, stating the nature and basis of such Third Party Claim, and the amount thereof to the extent known; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the

Indemnifying Party from any liability or obligation hereunder unless (and then solely to the extent) the Indemnifying Party is prejudiced by the delay. Such notice shall be accompanied by copies of all relevant documentation with respect to such Third Party Claim.

- (b) If the Indemnifying Party shall acknowledge in a writing delivered to the Indemnified Party that the Indemnifying Party shall be obligated under the terms of their indemnification obligations hereunder in connection with such Third Party Claim, then the Indemnifying Party shall have the right to assume the defense of any Third Party Claim at their own expense and by their own counsel, which counsel shall be reasonably satisfactory to the Indemnified Party.
- (c) If the Indemnifying Party shall assume the defense of a Third Party Claim, the Indemnifying Party shall not be responsible for any legal or other defense costs subsequently incurred by the Indemnified Party for their separate counsel, if any, in connection with the defense thereof. If the Indemnifying Party does not exercise their right to assume the defense of a Third Party Claim by giving the written acknowledgement referred to in Section 5.4(b), the Indemnifying Party shall nevertheless be entitled to participate in such defense with their own counsel and at their own expense; and in any such case, the Indemnified Party shall assume the defense of the Third Party Claim (with the costs of defense to be borne by the Indemnifying Party), with counsel which shall be reasonably satisfactory to the Indemnifying Party, and shall act reasonably and in accordance with their good faith business judgment and shall not affect any settlement without the consent of the Indemnifying Party, which consent shall not unreasonably be withheld or delayed.
- (d) If the Indemnifying Party exercises their right to assume the defense of a Third Party Claim, they shall not make any settlement of any claims without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that in the event the Indemnifying Party shall propose the settlement of any claim which is capable of settlement by the payment of money only and shall demonstrate to the reasonable satisfaction of the Indemnified Party that the proposal is acceptable to the claimant, that the Indemnifying Party has the ability to pay such amount, and that the terms of the Settlement include a full release of the Indemnified Party from any potential liability; and if the Indemnified Party shall not consent thereto within thirty days (30) after the receipt of written notice thereof, then any Damages incurred by the Indemnified Party in excess of such proposed settlement amount shall be at the sole expense of the Indemnified Party.

**ARTICLE 6
MISCELLANEOUS**

6.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first- class postage prepaid:

To the Seller: Dr. Alfred C. Coats
Life-Tech, Inc.
13235 North Promenade Boulevard
Stanford, TX 77477

with a copy to: Law Office of Gary Van Rooyan, P.C.
1940 Fountain View Drive #505
Houston, Texas 77057

To Buyer: WR MEDICAL ELECTRONICS CO.
Attn: Jonathan Blais
1700 Gervais Avenue
Maplewood, MN 55109

with a copy to: Anthony M. Marick
Moss & Barnett, P.A.
90 South Seventh Street
4800 Wells Fargo Center
Minneapolis, MN 55402

or to such other address or to such other person as Buyer, Seller or Owners shall have last designated by notice to the other.

6.2 Modification. This Agreement, together with the Exhibits hereto, contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes any and all prior agreements, oral or written, with respect to the subject matter contained herein, and shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

6.3 Expenses. Whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall pay its own expenses incurred in connection with the authorization, preparation, execution or performance of this Agreement and all transactions contemplated hereby, including without limitation all fees and expenses of agents, representatives, counsel and accountants.

6.4 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors, legal representatives, and permitted assignees of the parties. Without limitation, Buyer may assign this Agreement or its rights to acquire the Assets to a subsidiary or affiliate of Buyer.

6.5 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

6.6 No Brokers or Finders. Seller and Buyer represent and warrant to each other that each did not directly or indirectly engage any person, corporation or partnership to bring about the consummation of the transactions contemplated herein, and, that no person, corporation or partnership is entitled to a broker's commission, finder's fee or any similar compensation upon the consummation of the transactions contemplated herein. If this representation and warranty is breached by either Seller or Buyer, the breaching party shall indemnify and hold harmless the other party from any and all claims, demands, liabilities and obligations (and any and all expenses and costs incurred in connection with or in defending against the same), which may arise due to any third party's claim as a broker or finder.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6.8 Headings. The headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Reference to numbered "articles," "sections," "paragraphs" and "subparagraphs," and to lettered "Exhibits" refer to articles, sections, paragraphs and subparagraphs of this Agreement and Exhibits annexed thereto.

6.9 Survival. The terms and provisions of this Agreement and the obligations, warranties, representations, and covenants of the parties contained in this Agreement shall survive Closing and continue in full force and effect and shall not be merged or extinguished by the act of Closing or the execution and/or delivery of the deeds, bill of sale, or any other documents or instruments of transfer or assignment.

6.10 Dispute Resolution. In connection with any action or proceeding arising out of or relating to this Agreement, each party hereto submits to, and any action or proceeding shall be conducted only in Harris County, Texas. Each party further waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any other manner provided by law or at equity. The prevailing party in any action shall be entitled to recover its attorneys fees and costs. Notwithstanding the foregoing, in the event any controversy or dispute arises under this Agreement, the parties agree that they will first attempt to resolve such dispute in good faith by mediation in Minneapolis, Minnesota with a mediator mutually agreeable to both parties.

ARTICLE 7 SPECIAL PROVISIONS

7.1 Inspection and Shipment of the Assets. Buyer shall inspect the Assets immediately prior to shipment from the Seller's facility in Texas to the Buyer's facility in Minnesota. Seller shall ensure full and unfettered access and cooperate fully with Buyer and its agents with respect to the inspection and shipment of the Assets.


7.2 Post-Closing Liquidation of any Remaining Seller Inventory. As to any inventory of Seller that is an Excluded Asset hereunder, Seller may resell such inventory; provided, however, that in conducting such resales, as well as in collecting any receivables retained by Seller, Seller shall not mislead any customers in terms of its relationship with Buyer, the discontinuance of Seller in the Business, the quality of such inventory, or the terms of liquidation.

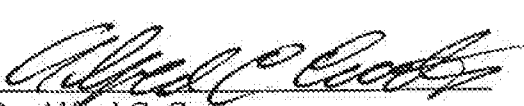
7.3 Other Transition Assistance. Buyer and Seller anticipate that Buyer shall need, and Seller shall provide, additional transition assistance including the following: (i) the incurrence by Seller of certain transfer costs; (ii) an on-site Meditrode training visit by Buyer personnel at Seller's facility; (iii) an installation and training visit by Louis Lupin (an employee of Seller) at Buyer's facility in Minnesota immediately after the closing; and (iv) that Seller may order materials for and construct certain prototype Iontophors to be delivered to Buyer. In exchange for the foregoing, Buyer shall reimburse Seller as set forth on the attached Exhibit H, or as otherwise agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this 16 day of September, 2013.

PURCHASER
WR MEDICAL ELECTRONICS CO.

SELLER
LIFE-TECH, INC.

By: 
Jonathan Blais
Its: President

By: 
Dr. Alfred C. Coats
Its: President

SCHEDULES

SCHEDULE 3.3---SOFTWARE EITHER REQUIRING CONSENT FOR AN ASSIGNMENT OR FOR WHICH THE SELLER DOES NOT KNOW WHETHER CONSENT IS REQUIRED:

None.

EXHIBITS

- Exhibit A: Inventory
- Exhibit B: Fixed Assets (including Equipment)
- Exhibit C: Intangible Assets and Intellectual Property Rights
- Exhibit D: Excluded Assets
- Exhibit E: Assumed Contracts
- Exhibit F: Allocation of Purchase Price
- Exhibit G: Non-Competition and Non-Solicitation Agreement
- Exhibit H: Transition Cost Reimbursement Schedules

EXHIBIT A

Inventory

Work In Process

Part #	P. Code	Prod Code	Description	Description	Units	Unit Cost	Ext. Cost
6575	8753	PM&D_TMJ ELECTRODES	ELECTRODE BUFFERING		10	\$ 1.223	\$ 12.23
H1445	4	PM&D COMPONENTS	BOX:7.25" X 7.25" X 2.5",		10	\$ 1.311	\$ 13.11
H1607	11	PME COMPONENTS	BAG:ROLL STOCK 4"X4"		200	\$ 0.048	\$ 9.66
LP0287	11	PME COMPONENTS	CARD:INSTR,65X0		10	\$ 0.073	\$ 0.73
LP0289	11	PME COMPONENTS	CARD:INSERT,65X0 CAUTIONS		10	\$ 0.094	\$ 0.94
SA0821	11	PME COMPONENTS	PME ASSM:MEDIUM		200	\$ 0.349	\$ 69.76
Total WIP cost							\$ 106.43

Stock

Part #	P. Code	Prod Code	Description	Description	Units	Unit Cost	Ext. Cost
6575	8753	PM&D_TMJ ELECTRODES	ELECTRODE BUFFERING		16	\$ 1.223	\$ 19.57
61196TP	8750	PM&D_ELECTORDE SUPPLIES	DUAL TREATMENT LEAD WIRE,		44	\$ 11.006	\$ 484.24
6513TP	8750	PM&D_ELECTORDE SUPPLIES	APPLICATOR CABLE, TOUCH		10	\$ 34.205	\$ 342.05
6550L	8753	PM&D_TMJ ELECTRODES	MEDITRODE:LARK TMJ,LARGE		9	\$ 39.939	\$ 359.45
6550S	8753	PM&D_TMJ ELECTRODES	MEDITRODE:LARK TMJ,SMALL		7	\$ 29.655	\$ 207.59
6560M	8750	PM&D_ELECTORDE SUPPLIES	MEDITRODE SET:MEDIUM		29	\$ 30.465	\$ 883.47
6560S	8750	PM&D_ELECTORDE SUPPLIES	MEDITRODE SET:SMALL		15	\$ 19.674	\$ 295.10
6570L	8752	PM&D_MEDITRODES	MEDITRODE:LARGE		1	\$ 19.278	\$ 19.28
6570R	8752	PM&D_MEDITRODES	MEDITRODE:RETURN		52	\$ 18.023	\$ 937.18
6580L	8750	PM&D_ELECTORDE SUPPLIES	CLINIPAK, MEDITRODE		8	\$ 40.153	\$ 321.22
6580M	8750	PM&D_ELECTORDE SUPPLIES	CLINIPAK, MEDITRODE		2	\$ 30.166	\$ 60.33
6580R	8750	PM&D_ELECTORDE SUPPLIES	CLINIPAK, MEDITRODE		3	\$ 39.610	\$ 118.83
6580S	8750	PM&D_ELECTORDE SUPPLIES	CLINIPAK, MEDITRODE		5	\$ 22.990	\$ 114.95
6585LR	8750	PM&D_ELECTORDE SUPPLIES	GEL-TRODE RET.ELECTRODE		13	\$ 47.068	\$ 611.89
6585SR	8750	PM&D_ELECTORDE SUPPLIES	GEL-TRODE RET. ELECTRODE		159	\$ 25.668	\$ 4,081.28
C391	4	PM&D COMPONENTS	CABLE:MOLDED,6513TP,		91	\$ 27.500	\$ 2,502.50
CB375	4	PM&D COMPONENTS	CPU BOARD:6111PM/DX		2	\$ 50.615	\$ 101.23
H0289	4	PM&D COMPONENTS	BUMP-ON:WHT,3M SJ 5012		272	\$ 0.038	\$ 10.34
H0775	11	PME COMPONENTS	BATTERY:"AA",ALKALINE,		266	\$ 0.300	\$ 79.80
H0983	11	PME COMPONENTS	SNAP:NICKEL PLATED		6,808	\$ 0.005	\$ 36.08
H1056	4	PM&D COMPONENTS	BOX:PLASTIC,OFF WHITE,EIA		42	\$ 14.360	\$ 603.12
H1187	4	PM&D COMPONENTS	FUSE:10MA,SUBMINIATURE		92	\$ 6.000	\$ 552.00
H1292	4	PM&D COMPONENTS	CLIPS:BATTERY,SET,3 DBL		172	\$ 1.870	\$ 321.64
H1293	4	PM&D COMPONENTS	BAR:TILT,H1056		126	\$ 2.190	\$ 275.94
H1377	4	PM&D COMPONENTS	SCREW:#4 X 1",SS, SELF		975	\$ 0.040	\$ 39.00
H1445	4	PM&D COMPONENTS	BOX:7.25" X 7.25" X 2.5",		1,473	\$ 1.311	\$ 1,931.10
H1475	4	PM&D COMPONENTS	BOX:13 X 10 X 2"		89	\$ 1.080	\$ 96.12
H1497	4	PM&D COMPONENTS	OVERLAY:TOP FP,6111PM/DX		103	\$ 2.340	\$ 241.02
H1556	4	PM&D COMPONENTS	CABLE:MOLDED ELTD,24",RED		253	\$ 3.830	\$ 968.99

H1557	4	PM&D COMPONENTS	CABLE:MOLDED ELTD,24",BLK	169	\$ 3.830	\$ 647.27
H1567	4	PM&D COMPONENTS	OVERLAY:BTM FP,6111PM/DX	69	\$ 19.310	\$ 1,332.39
H1601	4	PM&D COMPONENTS	LABEL:CASE, 6111PM/DX	63	\$ 0.110	\$ 6.93
H1602	4	PM&D COMPONENTS	OVERLAY:BP,6111PM/DX	213	\$ 2.095	\$ 446.24
H1607	11	PME COMPONENTS	BAG:ROLL STOCK 4"X4"	12,200	\$ 0.048	\$ 589.26
H1608	11	PME COMPONENTS	BAG:ROLL STOCK 5"X5"	13,500	\$ 0.056	\$ 749.25
H1713	4	PM&D COMPONENTS	STRIP:NYLON,3/8"W,BLK	74	\$ 0.134	\$ 9.89
H1870	4	PM&D COMPONENTS	BOX:6580X,10.5"X5"X5.75"	1,494	\$ 0.453	\$ 676.78
LP0115	11	PME COMPONENTS	INSERT:GEL-TRODE,6585XR	1,318	\$ 0.130	\$ 170.94
LP0177	4	PM&D COMPONENTS	RIBBON:INK,2.36"X 1476'	8,842	\$ 0.009	\$ 77.81
LP0215	4	PM&D COMPONENTS	LABEL:BATTERY COVER	107	\$ 0.067	\$ 7.20
LP0238	11	PME COMPONENTS	LABEL:TTR,2" X 1" X 2	29,066	\$ 0.003	\$ 78.48
LP0287	11	PME COMPONENTS	CARD:INSTR,65X0	420	\$ 0.073	\$ 30.79
LP0289	11	PME COMPONENTS	CARD:INSERT,65X0 CAUTIONS	2,657	\$ 0.094	\$ 249.76
LP0311	4	PM&D COMPONENTS	LABEL:THERMAL 3" X 2"	7,291	\$ 0.021	\$ 152.38
M1012	4	PM&D COMPONENTS	MANUAL:OPER,6111PM/DX	76	\$ 1.472	\$ 111.86
P0055A	11	PME COMPONENTS	TAPE:4" X 145 YD	2,828	\$ 0.956	\$ 2,701.68
P0055C	11	PME COMPONENTS	TAPE:2.25" X 145 YD	2,610	\$ 0.537	\$ 1,402.61
P0061	11	PME COMPONENTS	EYELET:PLASTIC,SILVER	6,080	\$ 0.017	\$ 103.97
P0298	11	PME COMPONENTS	BAG:ZIPLOC,8"W 5-1/2"H	21,745	\$ 0.098	\$ 2,131.01
P0323	8752	PM&D_MEDITRODES	CONDUCTIVE FILM, 4.50" X	545	\$ 0.311	\$ 169.60
P0327	11	PME COMPONENTS	ELECTRODE:2"X2"BUF/HYDRGL	16,848	\$ 1.180	\$19,880.64
P0328	11	PME COMPONENTS	ELECTRODE:3"X4"BUF/HYDRG	1,988	\$ 2.250	\$ 4,473.00
P55	11	PME COMPONENTS	TAPE:PVC FOAM,.035" THK,	240,120	\$ 0.021	\$ 4,994.50
PC301	4	PM&D COMPONENTS	ANALOG BRD:6111DX,REV D	78	\$ 9.450	\$ 737.10
PC340	4	PM&D COMPONENTS	6111PM/DX, CPU BOARD	68	\$ 9.750	\$ 663.00
SA0820	11	PME COMPONENTS	PME ASSM:LARGE	700	\$ 0.679	\$ 475.58
SA0822	11	PME COMPONENTS	PME ASSM-RETURN	800	\$ 0.649	\$ 519.28
SA0824	11	PME COMPONENTS	PME ASSM:SMALL	3,014	\$ 0.288	\$ 867.43
SA0840	11	PME COMPONENTS	TAPE:DIE CUT,6560L	959	\$ 0.363	\$ 348.50
SA0841	11	PME COMPONENTS	TAPE:DIE CUT,6560M	1,226	\$ 0.123	\$ 151.17
SA0842	11	PME COMPONENTS	TAPE:DIE CUT,6560R	3,672	\$ 0.340	\$ 1,249.21
SA0844	11	PME COMPONENTS	TAPE:DIE CUT,6560S	2,300	\$ 0.117	\$ 269.33
SA0849	11	PME COMPONENTS	ABSORBENT PAD:L	1,114	\$ 0.024	\$ 26.18
SA0850	11	PME COMPONENTS	ABSORBENT PAD:M	3,395	\$ 0.023	\$ 77.07
SA0851	11	PME COMPONENTS	ABSORBENT PAD:R	3,044	\$ 0.028	\$ 86.45
SA0852	11	PME COMPONENTS	ABSORBENT PAD:S	1,000	\$ 0.007	\$ 6.70
SA0854	11	PME COMPONENTS	CONDUCTIVE PAD:6560L/R	2,044	\$ 0.048	\$ 97.29
SA0855	11	PME COMPONENTS	CONDUCTIVE PAD:6560M	701	\$ 0.036	\$ 25.10
SA0856	11	PME COMPONENTS	CONDUCTIVE PAD:6560S	2,070	\$ 0.019	\$ 40.16
SA1018	11	PME COMPONENTS	TMJ ASM:LARGE	898	\$ 1.753	\$ 1,573.92
SA1019	11	PME COMPONENTS	CONDUCTIVE PAD:TMJ L	89	\$ 0.090	\$ 8.04
SA1020	11	PME COMPONENTS	ABSORBANT PAD:TMJ L	550	\$ 0.217	\$ 119.41
SA1021	11	PME COMPONENTS	TAPE:TMJ LARGE	2,500	\$ 0.897	\$ 2,243.25
SA1022	11	PME COMPONENTS	LINER:TMJ L,5.5" X 300YDS	6	\$ 331.370	\$ 1,988.22
SA1030	11	PME COMPONENTS	TMJ ASM:SMALL	323	\$ 1.252	\$ 404.23
SA1031	11	PME COMPONENTS	CONDUCTIVE PAD:TMJ SQ	362	\$ 0.063	\$ 22.81
SA1032	11	PME COMPONENTS	TAPE:TMJ S	3,108	\$ 0.514	\$ 1,597.51
SA1033	11	PME COMPONENTS	ABSORBANT PAD:TMJ S	500	\$ 0.206	\$ 103.05
SA1034	11	PME COMPONENTS	LINER:TMJ S,4.75" X 300 Y	6	\$ 272.730	\$ 1,554.56

SA1192	4	PM&D COMPONENTS	IOP TEST WIRE:TOUCH PROOF	1	\$ 0.946	\$ 0.95
SA1214	4	PM&D COMPONENTS	BOX MOD: 6111PM/DX	58	\$ 18.210	\$ 1,056.19
SA1304	11	PME COMPONENTS	MEDITRODE KIT ASM:SMALL	134	\$ 3.716	\$ 497.96
SA1306	11	PME COMPONENTS	MEDITRODE KIT ASM:MEDIUM	110	\$ 5.099	\$ 560.93
SA1307	11	PME COMPONENTS	MEDITRODE PACKAGE: MEDIUM	3	\$ 0.432	\$ 1.30
SA1308	11	PME COMPONENTS	MEDITRODE KIT ASM:LARGE	277	\$ 7.121	\$ 1,972.46
SA1309	11	PME COMPONENTS	MEDITRODE PACKAGE:LARGE	697	\$ 0.769	\$ 536.13
SA1310	11	PME COMPONENTS	MEDITRODE KIT ASM:RETURN	300	\$ 6.947	\$ 2,084.19
SA1379	4	PM&D COMPONENTS	EPROM:6111PM/DX,Z8,V1.2	23	\$ 1.569	\$ 36.10
SA1422	11	PME COMPONENTS	BUFFER SOLUTION, MIXED	2,203	\$ 1.070	\$ 2,357.21
SA845	11	PME COMPONENTS	LINER:L 4.25" X 300 YDS.	5	\$ 214.270	\$ 1,124.92
SA846	11	PME COMPONENTS	LINER:M 2.625" X 300 YDS.	8	\$ 143.500	\$ 1,160.13
SA847	11	PME COMPONENTS	LINER:S/R 3.75" X 300YDS	6	\$ 225.940	\$ 1,355.64
SC0176	11	PME COMPONENTS	CRYSTAL:3.2768 MHZ,HC-18	510	\$ 0.990	\$ 504.90
SC0192	11	PME COMPONENTS	LM324N:DUAL OPAMP, 14P	94	\$ 0.180	\$ 16.92
SC0260	11	PME COMPONENTS	MM74C221N:DUAL ONE SHOT	107	\$ 3.200	\$ 342.40
SC0271	11	PME COMPONENTS	14020BCP:14 BIT BINARY	110	\$ 0.203	\$ 22.33
SC0304	4	PM&D COMPONENTS	ADC0803LCN:8 BIT A/D,	157	\$ 2.170	\$ 340.69
SC0311	11	PME COMPONENTS	1N5817:SCHOTTKY DIODE	2,376	\$ 0.038	\$ 90.29
SC0316	11	PME COMPONENTS	ICL7660CPA:VOLTAGE	85	\$ 0.580	\$ 49.30
SC0339	11	PME COMPONENTS	74HC74:DUAL "D" FF	255	\$ 0.080	\$ 20.40
SC0371	11	PME COMPONENTS	1N5953B:150V ZENER,5% 1W	180	\$ 0.081	\$ 14.65
SC0390	11	PME COMPONENTS	LED:YELLOW,SUBMINIATURE	146	\$ 0.140	\$ 20.44
SC0392	4	PM&D COMPONENTS	80C85ARS-2:8 BIT CPU	369	\$ 2.800	\$ 1,033.20
SC0394	4	PM&D COMPONENTS	LH5164A-10L:RAM, 8 X 8K	85	\$ 10.750	\$ 913.75
SC0395A	4	PM&D COMPONENTS	VN0300L:N CHANNEL FET	141	\$ 2.150	\$ 303.15
SC0396	4	PM&D COMPONENTS	ZVN4424A:FET,N-CHNL,TO-92	73	\$ 0.690	\$ 50.37
SC0398	4	PM&D COMPONENTS	74HC02N:QUAD NOR	73	\$ 0.095	\$ 6.94
SC0399	11	PME COMPONENTS	74HC138:1-8 DECODER	236	\$ 0.150	\$ 35.40
SC0400	4	PM&D COMPONENTS	74HC173N:4 BIT REGISTER	217	\$ 0.181	\$ 39.34
SC0401	4	PM&D COMPONENTS	74HC540N:OCTAL BUFFER	213	\$ 0.165	\$ 35.15
SC0409	4	PM&D COMPONENTS	74HC139:DUAL DEMUX	248	\$ 0.192	\$ 47.62
SC0529	4	PM&D COMPONENTS	LED:GREEN,T-1,12V INTL.	366	\$ 0.200	\$ 73.20
SC0533	4	PM&D COMPONENTS	CD4001BCM:QUAD NOR,SOIC	992	\$ 0.070	\$ 69.44
SC0598	4	PM&D COMPONENTS	7548:8 BIT DAC,DIP	74	\$ 6.710	\$ 496.54
SC0642	4	PM&D COMPONENTS	MAX711ESE:DC-DC CONV,SOIC	55	\$ 3.590	\$ 197.45
SC0643	4	PM&D COMPONENTS	MBR5130LT3G:DIODE,POWER	1,772	\$ 0.065	\$ 115.18
SK-16A	8750	PM&D_ELECTORDE SUPPLIES	MEDITRODE STARTER KIT-PM	4	\$ 16.541	\$ 66.16
SMF067	4	PM&D COMPONENTS	FOAM:INSERT,6580XX	1,154	\$ 0.440	\$ 507.76
SMF070	4	PM&D COMPONENTS	FOAM BOTTOM: 6111PM/DX	197	\$ 3.800	\$ 748.60
SMZ328	4	PM&D COMPONENTS	SPACER:OVERLAY,6111PM/DX	97	\$ 2.000	\$ 194.00
SMZ490	4	PM&D COMPONENTS	MASK:READOUT,6111PM/DX	108	\$ 7.960	\$ 859.68
SW169	4	PM&D COMPONENTS	KEYPAD:MEMBRANE,2X4,W/CON	65	\$ 13.940	\$ 906.10
SW255	4	PM&D COMPONENTS	RELAY: 2 COIL LATCHING	92	\$ 1.160	\$ 106.72
TP046	11	PME COMPONENTS	10.0 K:1/4"SQR,TOP ADJ,12	78	\$ 0.760	\$ 59.28
TP070	4	PM&D COMPONENTS	500. K:1/4"SQR,TOP ADJ,	60	\$ 1.600	\$ 96.00
X073	4	PM&D COMPONENTS	INDUCTOR:22UH,AXIAL LEADS	116	\$ 0.980	\$ 113.68

Total Stock Cost \$94,305.20

Total PM&D Inv. \$94,411.63

EXHIBIT B

Fixed Assets

Description	Date Acquired	Cost
Preco 1212 12-Ton Press -	11/10/1992	
Original Purchase		\$86,461
Repairs and enhancements	2/01/93 to 12/1/10	\$11,517
<u>Total Preco</u>		<u>\$97,977</u>
Titan 1055 Bag Loader	10/15/95	\$1,687
M350 Attaching Machine	09/11/00	\$2,800
<u>Total Manufacturing Equipment</u>		<u>\$102,465</u>

EXHIBIT C

Intangible Assets and Intellectual Property Rights

Patents:

None

Trademarks:

MEDITRODE: Currently in grace period, which expires 11/4/13. Approximate cost to renew: \$1,200.

IONTOPHOR: Expired 12/29/12. However USPTO database shows it still active.
Approximate cost to file new application: \$1,100.

MICROPHOR: Currently in grace period, which expires 11/4/13. Approximate cost to renew: \$1,200.

FDA 510(k) registrations

K863166 Iontophoretic Applicator, Model 6110A

K871869 Model 6110A-modified use

K882554 Meditrode Kit

K913601 Microphor

EXHIBIT D

Excluded Assets and Liabilities

Seller's bank account, Cash, and Accounts Receivable.

Buyer is not assuming any liabilities of Seller (other than the Assumed Contracts listed on Exhibit F, if any), and all accounts payable and other liabilities of Seller remain with Seller.

EXHIBIT E

Assumed Contracts

Unfulfilled Life-Tech purchase orders to suppliers:

Delivery	PT#	Description	PO#	Vendor Name	Open	EA\$	Ext \$
13-Sep	LP0171	LABEL 3.25 x 5.5	33924I	PEAK TECHNOLOGIES	1 CS	165.54	165.54
13-Sep	LP0172	RIBBON, 3.27"x1476'	33924I	PEAK TECHNOLOGIES	6 RL	18.55	111.3

Open invoices from suppliers:

None.

EXHIBIT F

Allocation of the Purchase Price

The parties shall determine an allocation post-closing.

EXHIBIT G

Non-Competition and Non-Solicitation Agreement

NONCOMPETITION AGREEMENT

THIS NONCOMPETITION AGREEMENT (this "Agreement"), is by and between **WR Medical Electronics Co.**, a Minnesota corporation ("WR Medical") and _____, a _____ ("_____").

WITNESSETH:

WHEREAS, WR Medical and Life-Tech, Inc. ("Life-Tech") are parties to an Asset Purchase Agreement (the "Purchase Agreement") whereby WR Medical is acquiring substantially all of Life-Tech's remaining business and assets (the "Acquired Business");

WHEREAS, in view of the fact that _____ currently has intimate knowledge of the confidential affairs and information about the Acquired Business and its customers, WR Medical desires to assure that it is protected from the use or disclosure of such confidential information by _____ and that it is protected from direct or indirect competition from _____ for a reasonable period of time after the Date hereof;

WHEREAS, it is a material condition to WR Medical's willingness to consummate the transactions contemplated by the Purchase Agreement that _____ enter into this Agreement; and

WHEREAS, all capitalized terms used in this Agreement and not otherwise defined herein have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the Purchase Agreement, as well as for other valuable consideration received, _____ agrees as follows:

1. _____ agrees not to disclose at any time, or use, any Confidential Information (as defined below). _____ hereby acknowledges that such Confidential Information is secret, confidential and unique, that it constitutes the exclusive trade secrets and property of WR Medical and/or the clients or prospective clients of WR Medical, and that any use of such Confidential Information by _____ will be wrongful and will cause irreparable harm to WR Medical.

2. For purposes of this Agreement, "Confidential Information" shall include all of the following with respect to the Acquired Business: all customer lists, credit information, sales and marketing methods and ideas, documents, records, contract forms, computer disks containing data and other materials and information relating to the products, services or business of customers or any of their clients or prospective clients. Notwithstanding the foregoing, Confidential Information shall not include information which otherwise is or becomes a part of the public domain other than as a result of a violation of this Agreement by _____ or as a result of a violation of another covenant of confidentiality with WR Medical.

If _____ is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar legal process or discovery) or is required by a governmental regulatory body to make any disclosure that is prohibited or otherwise restricted by this Agreement, then _____ shall provide WR Medical with prompt notice of the request so that WR Medical may seek an appropriate protective order or other appropriate remedy at its own cost and expense. Subject to the foregoing, _____ may furnish that portion (and only that portion) of the Confidential Information that Executive is legally compelled or is otherwise required to disclose.

3. _____ agrees that during the period commencing on the date hereof and ending five (5) years after the date hereof, he will not, directly or indirectly, (a) engage in, continue in or carry on any "Competitive Business" (as defined below), including owning or controlling any financial interest in any corporation, partnership, firm or other form of business organization which is engaged in a Competitive Business, or (b) consult with, advise or assist in any way, whether or not for consideration, any corporation, partnership, firm or other business organization which is now or becomes engaged in a Competitive Business, including, but not limited to, advertising or otherwise endorsing the products of any such Competitive Business, soliciting customers or otherwise serving as an intermediary for any such Competitive Business, loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction on other than an arms' length basis with any such Competitive Business; *provided, however*, that the foregoing shall not prohibit the ownership of securities of corporations which are listed on a national securities exchange or traded in the national over-the-counter market in an amount which shall not exceed 5% of the outstanding shares of any such corporation. The parties agree that, since WR Medical's business is conducted throughout the entire United States, the geographic scope of this covenant not to compete shall include (without limitation) all of the United States. For purposes of this Agreement, a Competitive Business shall include businesses which manufacture, market or sell products used to drive drugs through the skin by applying a mild electrical current to a solution of drug contained in an absorbent electrode pad that is attached to the skin, such as the products which were sold through Life-Tech's "Physical Medicine and Dentistry (PM&D) division prior to the transaction with WR Medical.

4. _____ agrees that during the period commencing on the date hereof and ending five (5) years after the Date hereof, he will not solicit, request or seek any business that is related to the Acquired Business from any current or former client or customer of the Acquired Business or WR Medical; nor shall _____ request, induce or advise any such clients, customers or vendors of the Acquired Business or WR Medical to withdraw, curtail or cancel their business with WR Medical.

7. _____ hereby acknowledges and agrees that it would be difficult to fully compensate WR Medical for damages for a breach or threatened breach of any of the provisions of this Agreement. Accordingly, _____ specifically agrees that WR Medical shall be entitled to temporary and permanent injunctive relief to enforce the provisions hereof and that such relief may be granted without the necessity of proving actual damages. This provision, with respect to injunctive relief, shall not, however, prohibit WR Medical from pursuing any other rights or remedies available to WR Medical for such breach or threatened breach, including, but not limited to, the recovery of damages from _____ or any third parties.

8. This Agreement, and all rights and duties hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Texas.

9. If any provision of this Agreement is held to be unenforceable or invalid, the parties

declare it is their intention that such unenforceable provisions be deemed reformed so that they apply only to the maximum extent which they can be enforced and that such reformed provisions and the remaining provisions hereof nevertheless shall be carried into effect.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns, except that _____ shall not assign any of his rights or delegate any of his duties under this Agreement without the prior written consent of WR Medical.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year set forth below.

“ _____ ”

[name]

Date: _____, 2013

“

EXHIBIT H

Transition Cost Reimbursement

Seller will assist Buyer with transfer of manufacture of the Products to Buyer's facility as mutually agreed upon by the parties. Buyer will reimburse Seller for its expenses incurred in providing such assistance according to the following schedules:

<u>Life-Tech employee hourly rates</u>		Hourly	Travel / Day
Coats, Al (AC)	President	\$144	\$1,728
Carr, Patti (PC)	Senior Buyer	\$41	\$492
Escobedo, Peggy (PE)	Prod. Planner	\$48	\$576
Nguyen, Dang (DN)	Lead Check Out	\$42	\$504
Nguyen, Thien (TN)	Prod. Supervisor	\$50	\$600
Tovar, Jesus (JT)	Preco Operator	\$28	\$336
Rimer, Leland (LR)	VP Reg Affairs	\$85	\$1,020
Lupin, Louis (LL)	Project Manager	\$77	\$924
Opperud, Liz (LO)	QA	\$39	\$468
Blended Production		\$17	\$204

Travel expenses per Life-Tech policy

Airfare	Coach or economy
Personal Auto	U.S. dictated amount (Currently \$0.565 per mile)
Taxis & rental cars	Most economical consistent with optimal travel schedule
Meals	Maximum \$50.00 / day
Cash expenses	Maximum \$10.00 without itemized receipt except taxis

Cost of Components ordered and Finished Goods manufactured after Closing

Components: Life-Tech's standard cost + 20% overhead charge.

Finished Goods: Cost of labor and outside processing + 20% overhead charge.

Shipping Costs

Production equipment	Per quote by shipping company
Life-Tech's normal shipping method (e.g. inventory)	Shipping cost +20% packing and handling

Installation at WR facility

Preco press - Preco assistance is recommended. Cost will be per Preco quote.

Travel Costs if Life-Tech assistance if a visit to WR Facility is required.

All other reasonable expenses beyond supplying due diligence material.

Requires Buyer's prior approval.