

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Medical Research Limited		08/14/2015	CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	TheraGen LLC		
Street Address:	201-F Royal Street SE		
City:	Leesburg		
State/Country:	VIRGINIA		
Postal Code:	20175		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4154549	AVIVAFIX	
Registration Number:	3967197	AVIVASTIM	
Registration Number:	3967198	AVIVATENS	
Registration Number:	3720117	KNEEHAB	
Registration Number:	2639442	NEUROTECH	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.864.8733		
Email:	macdonaldjb@ballardspahr.com		
Correspondent Name:	James B. MacDonald		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		
ATTORNEY DOCKET NUMBER:	00184321		
NAME OF SUBMITTER:	James B. MacDonald II		
SIGNATURE:	/James B. MacDonald II/		
DATE SIGNED:	08/17/2015		

CH \$140.00 4154549

Total Attachments: 29

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Assignment Agreement

Trade Marks

14 August 2015

Bio-Medical Research Limited

And

TheraGen LLC

This Assignment Agreement (this "**Agreement**") is dated 14 August 2015 ("**Effective Date**")

Between:

- (1) **Bio-Medical Research Limited** incorporated and registered in Ireland with company number 152947 whose registered office is at Parkmore Business Park West, Galway, Ireland (together with its subsidiaries, "**BMR**"); and
- (2) **TheraGen LLC**, a Delaware limited liability company, of 201-F Royal Street SE, Leesburg, Virginia 20175, United States ("**Theragen**").

Background:

- (A) BMR is the legal owner of and/or applicant for the Trade Marks (as defined below).
- (B) Pursuant to that certain Stock Purchase Agreement between the Assignor and Assignee of even date herewith (the "**SPA**"), BMR has agreed to assign the legal ownership to the Trade Marks to Theragen on the terms set out in this Agreement.

Agreed Terms:

1 Interpretation

1.1 In this Agreement the following terms will have the following meanings:

- "BMR GmbH"** means Neurotech GmbH, formerly known as Bio-Medical Research GmbH registered in Germany with the local court of Friedberg under HRB 580323 and having a place of business in TBC;
- "BMR Purpose"** means the purpose described in Schedule 5;
- "GmbH Licence"** the agreement between the BMR and BMR GmbH, in respect of certain of the Trade Marks, a copy of which is set out in Schedule 3;
- "GmbH Licensed Trade Mark"** means that Trade Mark set out in Schedule 2 to which BMR GmbH has been given an exclusive licence in accordance with the GmbH Licence;
- "Name"** means Neurotech;
- "Retained Trade Marks"** the trade marks set out in Schedule 4; and
- "Trade Marks"** means the registered trade marks and the applications set out in Schedule 1.

1.2 Clause, schedule and paragraph headings will not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 A reference to a statute or statutory provision will include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.6 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, will be construed as illustrative and will not limit the generality of the related general words.
- 1.7 References to clauses and schedules are to the clauses and schedules of this Agreement. References to paragraphs are to paragraphs of the relevant schedule.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement will prevail.

2 Assignment

- 2.1 In consideration of USD\$60,663 the receipt and sufficiency of which is hereby acknowledged, BMR hereby irrevocably conveys, transfers, and assigns to Theragen all its right, title and interest in and to the Trade Marks, including:
 - (a) the absolute entitlement to any registered trade marks (including all issuances, extensions, and renewals thereof) granted pursuant to any of the applications comprising the Trade Marks;
 - (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business symbolized thereby in which the Trade Marks are used, or with the portion of the business to which the Trade Marks pertain, or with that part of the goodwill of the business connected with the use of and symbolized by the Trade Marks;
 - (c) the right to bring, make, oppose, defend, and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) with respect to any infringement, or any other cause of action (including passing off) arising from ownership of any of the Trade Marks whether occurring before, on or after the date of this Agreement, including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement of the foregoing whether arising by way of counterclaim or otherwise;
 - (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) all rights, interests and protections pertaining to the foregoing, however arising.

3 The GmbH Licensed Trade Mark

- 3.1 Theragen acknowledges that BMR and BMR GmbH executed the GmbH Licence in December 2014.
- 3.2 Theragen further acknowledges that BMR GmbH has an exclusive licence pursuant to the GmbH Licence to use the GmbH Licensed Trade Mark in Germany, Austria and Switzerland.
- 3.3 Theragen will comply fully with the terms of the GmbH Licence in respect of the GmbH Licensed Trade Mark. In addition, if Theragen assigns or sub-licences the GmbH Licensed Trade Mark, it will procure that any such assignee or sub-licensee is also bound to comply in the same manner.

4 Use of Name

- 4.1 Theragen acknowledges that pursuant to the GmbH Licence, BMR is entitled to continue to use the Name in connection with certain goods.
- 4.2 Theragen further acknowledges that BMR owns the Retained Trade Marks containing the Name.
- 4.3 Notwithstanding anything in this Agreement or any other agreement entered into between BMR and Theragen, BMR will be entitled to continue to use (i) the Name in Germany, Austria and Switzerland for the BMR Purpose until the seventh anniversary of this Agreement, (ii) the Name in the Retained Marks until the third anniversary of this Agreement, and (iii) to register additional community trade marks and trade marks in any country in the World in connection with the Retained Marks until the third anniversary of this Agreement.
- 4.4 Theragen will not:
- (a) challenge in any way the use by BMR of the Name for the BMR purpose;
 - (b) challenge in any way the Retained Marks;
 - (c) challenge in any way BMR's status as rightful registrant of the Retained Marks;
 - (d) use any rights derived from the use of the Name in its own business against BMR; and
 - (e) not procure, authorise, enable or assist any third party to do any of the forgoing.

5 Further Assurance

Theragen shall be responsible for taking all necessary steps to record Theragen as registered proprietor of the Trade Marks. BMR will and will use all reasonable endeavours to procure that any necessary third party will, at Theragen's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to clause 2 of this Agreement.

6 Entire Agreement

- 6.1 This Agreement and the SPA constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 6.2 Each party acknowledges that in entering into this Agreement it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 6.3 Nothing in clause 6.2 will limit or exclude any liability for fraud.
- 6.4 No alteration to or variation of this Agreement will take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.

7 General.

- 7.1 The terms of Articles 8 and 10 of the SPA are incorporated herein and made a part hereof. Consistent with such incorporation by reference, the parties agree that any dispute, controversy or claim arising out of, relating to, or in connection with the transactions contemplated by this Agreement shall be subject to the resolution as described in Article 8 and Section 10.4(b)-(d) of the SPA.

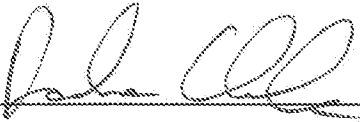
7.2 THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[SIGNATURE PAGES FOLLOW]

SIGNED IN GALWAY, IRELAND

FOR AND ON BEHALF OF

BIO-MEDICAL RESEARCH LIMITED

By: 

Name: DOMINIC GARRY

Title: DIRECTOR

SIGNED

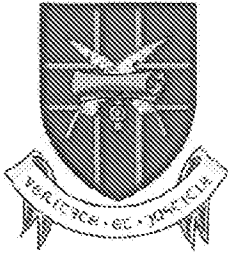
FOR AND ON BEHALF OF

THERAGEN LLC

By: _____

Name: _____

Title: _____

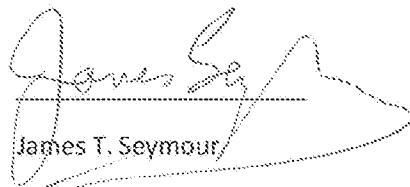


16. Eyre Square, Galway
T: 091 567 545
F: 091 569 232
M: 086 8152932
E: info@berwick.ie
W: www.berwick.ie
D.X. 4534 Galway M. St

CERTIFICATE OF NOTARY PUBLIC OF IRELAND

BE IT KNOWN that I James T. Seymour of 16 Eyre Square, Galway, Ireland, Notary Public
Commissioned for life by the Chief Justice of the Supreme Court of Ireland CERTIFY that Padraic
Clarke of Bio-Medical Research Limited, Parkmore Business Park, Galway, Ireland duly identified to
me APPEARED before me this day and signed in my presence the document attached to this Notarial
Act and Notarial Certificate and at the back page of which I have placed details of my Notarial office.

IN FAITH AND TESTIMONY, I have set my hand and affixed my seal this 14th day of August, 2015

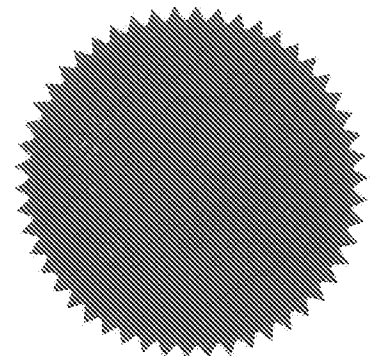

James T. Seymour
Notary Public

15 Eyre Square

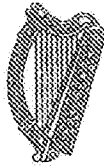
Galway

Republic of Ireland

Commissioned for Life.



TRADEMARK
REEL: 005600 FRAME: 0456



DE BHUN na gcumhachtaí a dhílsítear ionam
le hAcht na gCúirteanna (Forálacha Forfontacha),
1961, agus de bhun gach cumhachta eile lena
gcuirtear sin ar mo chumas, déanaí, Séar L.
Ó Muíri, Príomh-Bhreitheamh, leis seo.

Seamus T. Ó Séamóir

Aiurnae, a bhunú agus a cheapadh ina Nótaire
Poiblí i gcathair agus i gcúirt na Gaillimhe,
agus i gceantais an Chláir, Mhaigh Eo, Uíbh Fhailí.
Roa Comáin agus Thriobraid Áraim agus do na ceantais
sin chun an Oifig sin, maille le gach Táille, Sochar,
agus Leas a bhaineann nó a ghabhann léi i sí ar
bith a theachtadh agus a shealbhú fad is toil
liomsa.

IN PURSUANCE of the powers vested in me
by the Courts (Supplemental Provisions) Act,
1961, and of all other powers me therewith
enabling, I, John L. Murray, Chief Justice, do
hereby constitute and appoint

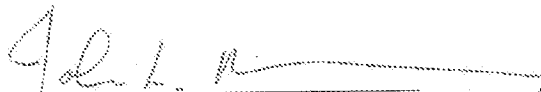
James T. Seymour

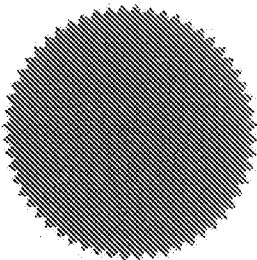
Solicitor, to be a Notary Public at in and
for the city and county of Galway and the
counties of Clare, Mayo, Offaly, Roscommon and
Tipperary to have and to hold the said Office during
my pleasure together with all Fees, Profits and
Advantages to the same belonging or in anywise
appertaining.

ARNA THABHAIRT faoi Sheála an Phríomh-Bhreitheamh

i mBaile Átha Cliath

an 2ú lá de Mheitheamh 2011

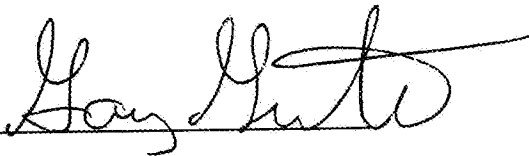

Príomh-Bhreitheamh.



SIGNED IN GALWAY, IRELAND
FOR AND ON BEHALF OF
BIO-MEDICAL RESEARCH LIMITED

By:

SIGNED
FOR AND ON BEHALF OF
THERAGEN LLC

By: 

Name: Gary Greuter

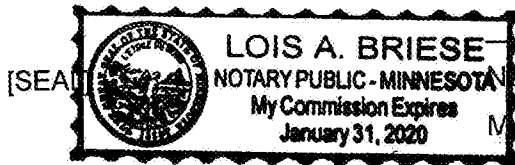
Title: President & CEO

CERTIFICATE OF NOTARY PUBLIC

STATE OF Minnesota)
COUNTY OF Hennepin)ss.
)

On August 14th, 2015, before me, the undersigned, a Notary Public in and for such State, personally appeared Gary Greuter, President & CEO of TheraGen LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the Trade Marks Assignment Agreement attached to this Certificate of Notary Public, and at the back page of which I have placed details of my Notarial office.

WITNESS my hand and official seal.



Lois A. Briese

Notary Public

My Commission expires on:

January 31, 2020

**Schedule 1
Trade Marks**

TRADE MARK	Country	Status	Renewal Date	Application Number	Registration Number
AVIVAFIX	USA	Granted/Registered	05/06/2022	77954556	4154549
AVIVASTIM	USA	Granted/Registered	24/05/2021	77901570	3967197
AVIVATENS	USA	Granted/Registered	24/05/2021	77901578	3967198
KNEEHAB	Australia	Granted/Registered	29/10/2020	1391817	1391817
KNEEHAB	European Union	Granted/Registered	23/08/2022	2827103	2827103
KNEEHAB	USA	Granted/Registered	01/12/2019	78727873	3720117
Kneehab Fix	Germany	Granted/Registered	31/0/2020	30201005021 4	3020100502 14
Kneehab XP	Germany	Granted/Registered	30/04/2018	30200802648 8	3020080264 88
Kneehab XP	South Korea	Granted/Registered	19/03/2025	40-2014- 40495	40-1094985
NEUROTECH	South Korea	Pending		40-2014- 0069214	
MEDISTIM	Australia	Granted/Registered	29/10/2020	1391820	1391820
MEDITENS	Australia	Granted/Registered	29/10/2020	1391819	1391819
MEDITENS XP	European Union	Granted/Registered	11/10/2021	10332161	10332161
NEUROTECH	Australia	Granted/Registered	13/09/2020	1383345	1383345
NEUROTECH	Canada	Granted/Registered	02/04/2024	1356016	TMA737429
NEUROTECH	China	Granted/Registered	20/07/2024	11191843	11191843
NEUROTECH	European Union	Granted/Registered	31/07/2017	6087043	6087043
NEUROTECH	France	Granted/Registered	13/07/2016	1363604	1363604
NEUROTECH	India	Pending		2138568	
NEUROTECH	Japan	Granted/Registered	07/03/2018	2007-077930	5117312

TRADE MARK	Country	Status	Renewal Date	Application Number	Registration Number
NEUROTECH	South Korea	Pending		40-2014-0069214	
NEUROTECH	United Kingdom	Granted/Registered	01/10/2018	1478362	1478362
NEUROTECH	United Kingdom	Granted/Registered	02/07/2017	1270426	1270426
NEUROTECH	USA	Granted/Registered	22/10/2022	76363895	2639442
NEUROTECH	Ireland	Granted/Registered	15/12/2021	165635	165635
NT MEDITENS PLUS	European Union	Granted/Registered	12/10/2021	2409878	2409878
NT MEDISTIM PLUS	European Union	Granted/Registered	09/07/2023	3262714	3262714
QUATTROMED	Australia	Granted/Registered	29/10/2020	1391822	1391822

**Schedule 2
GmbH Licensed Trade Mark**

Jurisdiction	Registered Number	Type of Mark	Mark
CTM	6087043	Wordmark	Neurotech
CTM	2873164	Wordmark	Baxolve
CTM	326714	Wordmark	NT Medistim Plus
CTM	10332161	Wordmark	Meditens XP
CTM	2409878	Wordmark	NT Meditens Plus

**Schedule 3
The GmbH Licence**

[Attached]

DATED

19/12/2014

TRADE MARK LICENCE AND CO-EXISTENCE AGREEMENT

between

**Bio-Medical Research Limited
Parkmore Business Park West
Galway
Ireland**

AND

**Bio-Medical Research GmbH
In Oberwiesen 18
D-88682 Salem
DEUTSCHLAND**

THIS AGREEMENT is dated the 19th day of December 2014

PARTIES

- (1) BIO-MEDICAL RESEARCH LIMITED incorporated and registered in Ireland with company number 152947 whose registered office is at BMR House, Parkmore Business Park West Galway, CO. Galway, Ireland ("BMR").
- (2) Bio-Medical Research GmbH, registered with the local court of Friburg under HRB 580323 and having a place of business in Oberwiesen 18, D-88682 Salem, DEUTSCHLAND ("BMRGmbH")

Background

- (A) BMRGmbH is a subsidiary of BMR.
- (B) BMR has assigned the BMR German Marks as set out in Schedule 1, to BMRGmbH by Trademark Assignment Agreement dated the _____ day of December 2014.
- (C) BMR is the owner of the BMR Community Trade Marks in relation to BMR Goods as set out in Schedule 2 and now wishes to grant an exclusive licence for the use of the BMR CTM's to BMRGmbH in the territories of Germany and Austria. (the "Licensed Territory")
- (D) BMR retains ownership of the BMR Community Trade Marks in relation to BMR Goods, as set out in Schedule 3
- (E) BMR wishes to continue to use the Neurotech Marks in the Territory and the BMR CTM's at Schedule 2 (a) as well as the BMR Retained CTM's in the Licensed Territory for a further period of time (the "Transition Period" as defined below) and BMR GmbH allows such use.
- (F) BMR shall not be restricted in any way to use or register the BMR CTM's or the BMR Retained CTM's also after the Transition Period in any territory outside the Licensed Territory.
- (G) The parties have agreed to enter into a licence and co-existence arrangement on the terms set out in this agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

BMR German Marks: The German trademarks listed at Schedule 1.

BMR CTM's: The European Community trademarks listed at Schedule 2 (a) and Schedule 2 (b).

BMR Retained CTM's: The European Community trademarks listed at Schedule 3.

BMR GOODS: Medical device apparatus and instruments that are electrical stimulation devices and orthopaedic bandages, muscle and nerve stimulation devices for medical purposes

CTM Covered Territory: Any designated country listed in the BMR CTM registration outside of the Licensed Territory.

LICENSED TERRITORY: Germany and Austria.

NEUROTECH MARKS: The trademarks listed as items 11, 12, 13 and 14 of Schedule 1.

TERRITORY: Germany.

TRANSITION PERIOD: Period starting on the date stated at the top of this Agreement and ending on the 19th December 2021.

2. LICENCE

BMR hereby grants to BMRGmbH an exclusive, perpetual, sub-licensable and royalty free licence to use the BMR CTM's in the Licensed Territory for designating the BMR Goods whereas perpetual means for the time of the validity of each of the BMR CTM's.

In case BMR intends to abandon one or more BMR CTM's, BMR shall offer to BMRGmbH the assignment of the respective BMR CTM's against a reasonable compensation.

BMRGmbH shall produce, manufacture, introduce, advertise, promote and sell all products including the BMR CTM's in a uniform, consistent quality and to the highest quality and safety standards and the current state of the art so that the image and reputation of BMR and the BMR CTM's will be enhanced or at least not negatively influenced. BMRGmbH shall use its best efforts to distribute such products in the Licensed Territory through distribution channels that are not detrimental to the image of BMR and the BMR CTM's in the market.

3. BMRGMBH CONSENTS

BMRGmbH consents to:

- (a) the use by BMR of the Neurotech Marks, in respect of the BMR Goods within the Territory until the end of the Transition Period;
- (b) the use by BMR of the BMR CTM's listed at Schedule 2 (a) in respect of the BMR Goods within the Licensed Territory until the end of the Transition Period;

- (c) the use by BMR of the BMR Retained CTM's in respect of the BMR Goods within the Licensed Territory until the end of the Transition Period.
- (d) any use or further registration by BMR of any of the BMR CTM's or BMR Retained CTM's or similar designation outside the Territory (including registrations of European Community Trademarks).

4. **BMR GMBH'S OBLIGATIONS**

BMRGmbH will not:

- (a) challenge in any way, the use by BMR of the Neurotech Marks in respect of the BMR Goods within the Territory during the Transition Period.
- (b) challenge in any way, the use by BMR of the BMR CTM's (listed at Schedule 2(a)) or the BMR Retained CTM in respect of the BMR Goods within the Licensed Territory during the Transition Period.
- (c) challenge in any way the use by BMR of the BMR CTM's that are listed at Schedule 2(b) in any CTM Covered Territory.
- (d) challenge BMR's status as the rightful registrant or otherwise challenge the validity of the BMR CTM's and the BMR Retained CTM; for avoidance of doubt, this obligation remains in force after the Transition Period.
- (e) derive any rights from the use of the BMR CTM's against BMR.
- (f) not procure, authorise, enable or assist any third party to do any of the aforesaid.

5. **BMR'S CONSENTS**

BMR consents to the use by BMRGmbH of the BMR CTM's in the Licensed Territory and the use of the BMR German Marks in perpetuity.

6. **BMR'S OBLIGATIONS**

BMR will:

- (a) not challenge in any way, whether directly or indirectly, the registration of the ownership by BMRGmbH of the BMR German Marks in the Territory;
- (b) not challenge in any way, whether directly or indirectly, the use by BMRGmbH of the BMR CTM's in the Licensed Territory
- (c) not procure, authorise, enable or assist any third party to do any of the aforesaid;
- (d) once the Transition Period is over, cease using the Neurotech Marks and the BMR CTM's and the BMR Retained CTM, or any other mark whose verbal sign does resemble the BMR Marks to distinguish the BMR Goods or any other product or service it would manufacture, market or offer within the Territory and within the Licensed Territory. For the avoidance of doubt

BMR may use the BMR CTM's listed at Schedule 2(b) and the BMR RETAINED CTM in the CTM Covered Territory after the Transition Period.

7. ASSIGNMENT

7.1 BMRGmbH shall not, without the prior written consent of BMR, assign, transfer or deal in any manner with this agreement or any of its rights and obligations under this agreement, or purport to do any of the same. BMRGmbH shall not sub-contract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.

7.2 BMRGmbH shall not assign the rights in respect of the BMR German Marks to a third party unless that third party first agrees in writing to be bound by the terms of this agreement.

8. TRADEMARK INFRINGEMENTS AND CHALLENGES BY THIRD PARTIES

8.1 The Parties shall notify each other without delay if they become aware of any actual or prospective infringement, impairment or third party attacks of the BMR CTM's in the Licensed Territory.

8.2 The parties shall provide reasonable support to each other for the defence of the BMR CTM's in the Licensed Territory. However, BMR shall not be obliged to take any legal action. If BMR is not willing to take any legal action, BMRGmbH shall be entitled, subject to BMR's approval, to take any legal action itself to the extent permitted by law. BMR may not unreasonably withhold its consent. BMR may make any legal action or support dependent on a reimbursement of the costs by BMRGmbH.

8.3 BMRGmbH agrees to indemnify BMR inter partes at all times and hold BMR harmless from and against all third-party claims, suits, proceedings or demands including reasonable attorney's fees which result from BMRGmbH's use of the BMR CTM's which is not in accordance with the terms and conditions of this Agreement.

9. COSTS OF REGISTRATION OF TRADE MARKS

9.1 BMRGmbH shall ensure all trade mark registers are updated to reflect the terms of this Agreement and shall bear all the costs of any trade mark registrations required to give effect to this Agreement or as may be required under applicable trade mark laws.

10. SEVERANCE

10.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent territory to be invalid, unenforceable or illegal, the other provisions shall remain in force.

10.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

11. CONFIDENTIALITY

11.1 The parties agree to keep the existence and terms of this agreement confidential to the parties save to the extent that disclosure is required in order to enjoy the benefit of this agreement.

12. VARIATION

12.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. TERMINATION

13.1 A party may terminate this agreement on 14 days' notice without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, by giving written notice to the other party if :

- (a) the other party commits a material breach of any term of this agreement and, in the case of a remediable breach, fails to remedy that breach within a period of 30 days of the party serving on it a request to do so; or
- (b) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

Section 4 (d) of this Agreement shall survive the termination of this agreement.

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

15. DISPUTE RESOLUTION

If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

16. FURTHER ASSURANCE

Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall [promptly] execute and deliver such documents and perform such acts as may [reasonably] be required for the purpose of giving full effect to this agreement.

17. NOTICE

17.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to the party required to receive the notice at the address provided by it for this purpose from time to time (such address to include a named representative responsible for receiving it).

17.2 Any notice shall be deemed to have been received:

- (a) if delivered personally, when left at the address and for the contact identified by the party;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting;
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- (d) if sent by fax, at the time of transmission.

18. FORCE MAJEURE

18.1 Neither party shall be liable for any delay in meeting, or failure to meet, its obligations under this agreement due to any cause outside its reasonable control including (without limitation) acts of God, war, invasion, riot, malicious acts of damage, epidemic, fire, acts of any government authority, failure of the public electricity supply, strike, lock-out or labour dispute or apprehension thereof (whether or not the settlement of the matter is at the discretion of the party in question).

18.2 If the force majeure event prevails for a continuous period of more than [six] months, any party may terminate this agreement by giving 14 days' written notice to all the other parties. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

19. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

20. GOVERNING LAW AND JURISDICTION

- 20.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.
- 20.2 The parties irrevocably agree that the courts of Ireland shall have [non-]exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

**SCHEDULE I BMR GERMAN
Marks**

Number	Land Jurisdiction	Serial or Registration No. Anmelde- oder Eintragungsaktenzeichen	Type of Mark Art der Marke	Mark Marke
1	Germany	39745227	Wordmark	Polystim
2	Germany	304176419	Wordmark	Polystim XP
3	Germany	39504244	Wordmark	OmniTens
4	Germany	304176400	Wordmark	OmniTens XP
5	Germany	30439950	Wordmark	Manutech
7	Germany	30439951	Wordmark	Malleotech
8	Germany	30439952	Wordmark	Lumbotech
9	Germany	30439953	Wordmark	Epitech
10	Germany	30726600	Wordmark	Gonotech
11	Germany	30555916	Word and Device Mark	Neurotech
12	Germany	30530512	Word and Device Mark	Neurotech
13	Germany	30200804202	Device Mark	(Circle logo)
14	Germany	3020084203	Device Mark	(Circle logo)
15	Germany	30422161	Wordmark	Baxolve XP
16	Germany	30432783	Wordmark	Baxolve XP
17	Germany	302008027412	Wordmark	Quattromed

SCHEDULE 2 BMR CTM's

2 (a) Neurotech CTM's

Land Jurisdiction	Serial or Registration No. Anmelde- oder Eintragungsaktenzeichen	Type of Mark Art der Marke	Mark Marke
CTM	6087043	Wordmark	Neurotech

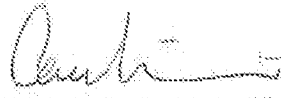
2(b) Other BMR CTM's

Land Jurisdiction	Serial or Registration No. Anmelde- oder Eintragungsaktenzeichen	Type of Mark Art der Marke	Mark Marke
CTM	2873164	Wordmark	Baxolve
CTM	326714	Wordmark	NT Medistim Plus
CTM	10332161	Wordmark	Meditens XP
CTM	2409878	Wordmark	NT Meditens Plus

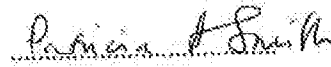
SCHEDULE 3 BMR RETAINED CTM

Land Jurisdiction	Serial or Registration No. Anmelde- oder Eintragungsaktenzeichen	Type of Mark Art der Marke	Mark Marke
CTM	10427532	Wordmark	Neurotech Vital
CTM	10582997	Word and Device Mark	Neurotech Vital

Signed by Conor Minogue
for and on behalf of BMR


.....
Director

Signed by Dr. Patricia Smith
for and on behalf of BMRGmbH


.....
Director

**Schedule 4
The Retained Marks**

Jurisdiction	Registration Number	Type of Mark	Mark
CTM	10427532	Wordmark	Neurotech Vital
CTM	10582997	Word and Device Mark	Neurotech Vital
Japan	5576373	Word and Device Mark	Neurotech Vital
South Korea	40-1029533	Word and Device Mark	Neurotech Vital
Canada	Pending application no. 1553386	Wordmark	Neurotech Vital
USA	Pending application no. 85485620	Wordmark	Neurotech Vital

Schedule 5
The BMR Purpose

BMR Purpose	The use by BMR of the Name for the purpose of promoting, marketing, renting, selling and otherwise dealing in BMR goods to distributors, patients and end users in Germany, Austria, and Switzerland.
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Assignment Agreement

Trade Marks

BACK PAGE

Bio-Medical Research Limited

And

Theragen, LLC

JAMES T. SEYMOUR

**Notary Public,
18 Eyre Square,
Galway.
(086) 815 2932
Commissioned for Life**

