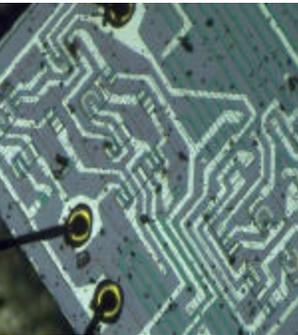


SAMPLE JOINT INVENTION AGREEMENT

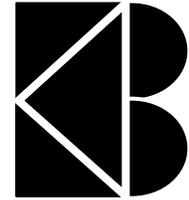
Ownership, Prosecution, Enforcement and Cost Sharing

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AGREEMENT BETWEEN NORMAN EINSTEIN TECHNICAL INSTITUTE AND ACME MEDICAL PRODUCTS CORPORATION

JOINT PATENT RIGHTS FOR COMPOSITIONS AND TREATMENT OF NEUROLOGICAL DISORDER

This Agreement, effective this ____ day of February, 2004, is by and between NORMAN EINSTEIN TECHNICAL INSTITUTE, a Minnesota corporation, having an office and place of business at ____ (hereinafter “NORM”) and ACME MEDICAL PRODUCTS CORPORATION, a _____ corporation, having an office and place of business at ____ (hereinafter “ACME”).

As background, personnel of NORM and ACME previously have cooperated, and continue to cooperate, to develop “Compositions and Treatment Neurological Disorder Technology” (defined below). The parties now wish to file one or more joint U.S. and International Patent Applications directed to the Compositions and Treatment Neurological Disorder Technology. The present Agreement sets forth the understanding of NORM and ACME as to the parties’ rights and obligations with respect to such patent rights relating to the Compositions and Treatment Neurological Disorder Technology.

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the terms defined in this Article shall have the meaning specified and shall be applicable both to the singular and plural forms.

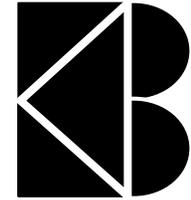
1.1 “Affiliate” means, with respect to a Party (as hereinafter defined), any corporation, firm, partnership, individual or other form of business organization which controls, is controlled by, or is under common control with, such Party. A business organization shall be regarded as in control of another business organization if it owns or directly or indirectly controls at least thirty percent (30%) of the voting stock of the other corporation, or in the absence of ownership of at least thirty percent (30%) of the voting stock of a corporation, if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation.

1.2 “Compositions and Treatment Neurological Disorder Technology” means technology jointly conceived by personnel of ACME and NORM that relates to _____. In a representative embodiment, the technology includes _____.

1.3 “Joint U.S. Patent Application(s)” shall mean any and all United States provisional and/or non-provisional patent applications filed hereunder, or to be filed hereunder, that includes one or more claims directed to (a) all or a portion of the Compositions and Treatment Neurological Disorder Technology, and (b) any U.S. continuation, continuation-in-part, continuing

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prosecution, divisional, reissue, or re-examination patent applications thereof.

1.4 “Joint International Patent Application(s)” shall refer to any and all international patent applications that claim, or are entitled to claim, the benefit of priority from one or more Joint U.S. Patent Applications.

1.5 “Joint Patent(s)” shall mean any and all U.S. or international patents issuing from any patent application constituting a Joint U.S. Patent Application or a Joint International Patent Application.

1.6 “Joint Patent Rights” shall mean any and all rights in the Joint U.S. Patent Applications, the Joint International Patent Applications, and the Joint Patents, collectively.

1.7 “Background Rights” shall mean any intellectual property rights of a Party other than the Joint Patent Rights.

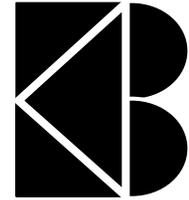
1.8 “Confidential Information” shall mean all business and technical information related to the Compositions and Treatment Neurological Disorder Technology and/or the Joint Patent Rights (including, but not limited to data, samples, and research results) that is received by one Party or any of its Affiliates (the Receiving Party) from the other Party or any of its Affiliates (the Disclosing Party) during the term of this Agreement and that the Receiving Party has a reasonable basis to believe is confidential to the Disclosing Party or is treated by the Disclosing Party as confidential at the time of disclosure. The Disclosing Party shall

use reasonable efforts to ensure that Confidential Information disclosed by the Disclosing Party to the Receiving Party shall be in writing or other tangible form at the time of disclosure or shall be summarized in writing or other tangible form within thirty (30) days of non-written disclosure. Confidential Information will be designated as confidential by an appropriate legend, such as “ACME Confidential” or “NORM Confidential”. Under this Agreement, Confidential Information does not include information that:

- (a) was known to the Receiving Party prior to receipt of such information from the Disclosing Party, as documented in written records or publications that lawfully are in the possession of the Receiving Party or were known to the Receiving Party prior to receipt from the Disclosing Party;
- (b) was lawfully available to the trade or to the public prior to receipt from the Disclosing Party;
- (c) becomes lawfully available to the trade or to the public after receipt from the Disclosing Party through no wrongful act on the part of the Receiving Party;
- (d) corresponds in substance to any information received in good faith by the Receiving Party from any third party who did not require the Receiving Party to hold it in confidence and who did not acquire it, either directly or indirectly, from the

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Disclosing Party under a continuing obligation of confidence;

- (e) is communicated to any third party by the Disclosing Party without restriction as to confidentiality or on the basis of a restriction that has lapsed; or
- (f) is independently developed by an employee or agent of the Receiving Party, subsequent to receipt of such information from the Disclosing Party, without reference to or use of the information received from the Disclosing Party.

1.9 “Party” and “Parties” shall mean NORM, ACME, and/or both, as required by the context.

ARTICLE 2 **PATENT FILING, PROSECUTION, ISSUANCE AND** **MAINTENANCE**

2.1 The Parties shall cooperate to prepare, file, prosecute, issue, and maintain at least one Joint U.S. Patent Application including one or more claims directed to the Compositions and Treatment Neurological Disorder Technology. The Parties shall confer and mutually agree as to whether to file and pursue additional patent applications in the U.S. and/or internationally constituting other Joint U.S. Patent Applications and/or Joint International Patent Applications.

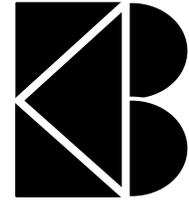
2.2 The Parties shall mutually select one or more patent counsel(s) who will serve as the primary liaison between the Parties and the Patent Office in which any Joint U.S. Patent Applications and/or Joint International Patent Applications are filed. The Parties shall obligate such patent counsel(s) to promptly provide both Parties with copies of any prosecution correspondence received directly or indirectly from a Patent Office or from local patent counsel(s) (e.g., EPO counsel or the like) assisting with patent prosecution of such applications. Any and all substantive prosecution correspondence or other communication relating to any Joint U.S. Patent Applications and/or Joint International Patent Applications must be approved by both Parties before such correspondence or communication can be filed with the pertinent Patent Office and/or before such patent counsel(s) take other prosecution action on behalf of the Parties. The Parties shall provide the patent counsel(s) with assistance and documentation as reasonably required for the patent counsel(s) to operationally and administratively handle the preparation, filing, prosecution, and maintenance of patent properties constituting Joint Patent Rights.

ARTICLE 3 **OWNERSHIP, ENFORCEMENT, AND** **COMMERCIALIZATION OF JOINT PATENT RIGHTS**

3.1 Subject to Paragraph 7.3, title in and to any patent application or patent constituting Joint Patent Rights shall be vested jointly in NORM and ACME. Each Party shall cause its employees or agents to execute assignments as reasonably required to vest title in both Parties in accordance with this

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Paragraph. As joint owners, each Party shall have the right under Joint Patent Rights, but not under Background Rights of the other Party unless otherwise expressly authorized in writing by the owner of the Background Rights, to make, have made, make for others, use, sell, offer for sale, import, export, or otherwise distribute products or practice processes covered by one or more valid, enforceable claims of the Joint Patent Rights without the consent of and without accounting to the other Party. However, subject to Paragraph 3.2, and subject to any crosslicenses that ACME and/or NORM now or hereafter have with third parties, and except for the rights to have made or make for others as noted herein, neither Party shall have the right to grant licenses or sublicenses to any third party without the written consent of the other Party.

3.2 Each Party shall have the right to sell, offer for sale, lease, or otherwise commercially transfer or market equipment or devices, or components thereof, that are manufactured in accordance with the grant of Paragraph 3.1 and that contain, or whose use involves the practice of subject matter claimed in the Joint Patent Rights. Each party covenants not to assert any causes of action for infringement of Joint Patent Rights against any customer of the other party specifically with respect to such customer's use, importing, repair, offering to sell, and/or selling of equipment that any such customer obtained directly or indirectly from such other party.

3.3 Neither Party grants, assigns, conveys, licenses, or otherwise transfers to the other Party any rights under any

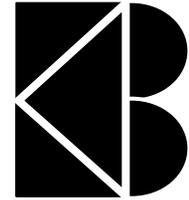
Background Rights expressly, impliedly, by estoppel, or otherwise.

3.4 In the event that a Party becomes aware of any infringement or possible infringement of any Joint Patent Rights, such Party shall promptly notify the other Party in writing regarding such infringing activity. Each Party shall have the right and authority, but not the obligation, to bring or defend an action involving claims or counterclaims for such infringing activity on its own upon at least thirty (30) days advance written notice to the other Party. The Party receiving such notice shall treat such notice as Confidential Information in accordance with the provisions set forth in this Agreement. However, if both Parties wish to participate in such action, the action shall be brought jointly by both Parties.

3.5 Any action involving Joint Patent Rights that is brought or defended by one Party (the "Acting Party") shall be at the sole expense of the Acting Party, and any recoveries gained, or liabilities incurred due to the fault of the Acting Party in such action shall be entirely that of the Acting Party. The Acting Party shall retain control of any such action, including the sole right to select, retain, and direct counsel, and to make any and all decisions with respect to claims, defenses, counterclaims, settlement, and strategy. Further, the Acting Party may initiate any such action in its own name and/or in the name of the other Party (the "Non-Acting Party") if necessary under applicable law in order for the Acting Party to initiate such action, or in the name of both Parties if necessary under applicable law in order for the Acting Party to initiate such action.

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3.6 Upon request of the Acting Party and at the expense of the Acting Party, the Non-Acting Party shall have a duty to cooperate reasonably with the Acting Party in any action involving Joint Patent Rights that is brought or defended by the Acting Party, including (if necessary) joinder as a party to such action. Such cooperation shall include cooperation to maximize the maintenance of all attorney-client, work product, and joint defense privileges, and the Parties shall each instruct their respective counsel accordingly. As a condition of any participation, the Non-Acting Party shall agree to be signatory to and be bound by any protective order that might be entered by a court or stipulated to between the Acting Party and the other party or parties. The Acting Party shall, as is reasonable, provide the Non-Acting Party with the opportunity to comment and offer suggestions during the course of any such action and shall, as is reasonable, keep the Non-Acting Party informed of all developments in the action. The Non-Acting Party shall treat such information as Confidential Information and/or as privileged information in accordance with the provisions set forth in this Agreement.

3.7 For any action in which the Parties participate jointly, each Party shall bear its own expenses, and each shall be entitled to any recoveries gained for its own damages and shall be responsible for liabilities incurred due to its own fault. Both Parties shall have a duty to cooperate reasonably with each other with regard to a joint action. Such cooperation shall include cooperation to maximize the maintenance of all attorney-client,

work product, and joint defense privileges, and the Parties shall each instruct their respective counsel (if any) accordingly.

3.8 Neither Party shall settle any action involving Joint Patent Rights in any manner that diminishes the rights of the other Party without the prior written consent of the other Party, including the grant of a license to a third party during any action.

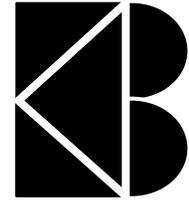
ARTICLE 4 **INVOICES AND PAYMENTS**

4.1 The Parties agree to share equally, on a 50%-50% basis, all reasonable expenses and outside attorney's fees associated with (a) the preparing, filing, prosecuting, and issuing of any Joint U.S. Patent Application and/or Joint International Patent Application, and (b) the maintenance of the Joint Patent Rights, provided that each Party shall have the reasonable opportunity to approve such expenses in advance. However, any fees owed to any Patent Office or to outside counsel with respect to extensions resulting from the delay by only one Party shall be borne by such Party. Each Party, in connection with this Agreement, shall bear the compensation, costs, and other expenses of its own inside counsel. Thus, neither Party shall be responsible under this Agreement for paying or reimbursing the other Party for any fees or payments associated with inside counsel compensation, costs, or expenses unless approved by both Parties in advance in writing.

4.2 The Parties shall cause patent counsel handling the preparation, filing, prosecution, issuance, and/or maintenance of

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any patent application or patent constituting Joint Patent Rights to submit invoices to each of the Parties with respect to Joint Patent Rights expenses and fees upon completion of each prosecution task, unless an alternative arrangement for a particular task is arranged with such counsel in advance. Each invoice shall specify the total amount due, and NORM and ACME shall each be responsible for paying one half of such amount. The Parties shall cause patent counsel to agree that patent counsel will seek payment for ACME' share of such amounts only from ACME and NORM's share of such amounts only from NORM.

4.3 Prior to the effective date of this Agreement, NORM engaged outside patent counsel to prepare and file a joint provisional patent application constituting Joint Patent Rights. ACME agrees that it shall reimburse NORM for 50% of the reasonable attorney fees and expenses associated with such preparation and filing.

ARTICLE 5 **WARRANTIES**

5.1 Each of NORM and ACME represents and warrants that it has no agreements with any third party or commitments or obligations that conflict in any way with its obligations under this Agreement.

5.2 Neither Party warrants nor represents that any of the Joint Patent Rights are free of infringement of any Background Rights of either Party or any intellectual property rights of any third party. NORM and ACME understand that the Parties might have

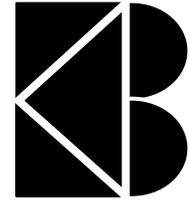
Background Rights and that one or more third parties might have intellectual property rights which cover the making, using, offering for sale, selling or importing of embodiments of the Joint Patents Rights, and it shall be each Party's own responsibility and risk to avoid or acquire rights to such intellectual property rights.

5.3 ALL INFORMATION IS TRANSFERRED BETWEEN THE PARTIES "AS IS". THE PARTIES EXPRESSLY DISCLAIM MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH RESPECT TO INFORMATION, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE OR USAGE OF TRADE.

5.4 NEITHER NORM NOR ACME SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO EACH OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, OR BUSINESS RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, OR THE TERMINATION OF THIS AGREEMENT, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF BREACH OF THIS AGREEMENT.

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ARTICLE 6 **CONFIDENTIALITY**

6.1 Except as provided elsewhere in this Agreement, the Receiving Party agrees to maintain Confidential Information in confidence and shall not use or disclose Confidential Information without the prior written approval of the Disclosing Party, except as is contemplated by this Agreement, or as is required to comply with any order of a court or any applicable rule, regulation, or law of any jurisdiction. In the event that the Receiving Party is required by judicial or administrative process to disclose Confidential Information of the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party and allow the Disclosing Party a reasonable time to oppose such process. The foregoing obligations of confidentiality shall remain in force until five (5) years from the effective date of this Agreement.

6.2 The Receiving Party shall protect Confidential Information by using the same degree of care as the Receiving Party uses to protect its own confidential information of like nature, but not less than a reasonable degree of care, to prevent the unauthorized use of Confidential Information or the unauthorized disclosure to third parties.

6.3 The Receiving Party is entitled to disclose Confidential Information to its respective employees and Affiliates, but only to the extent reasonably necessary for the purposes of this Agreement, and only on condition that such entities agree to be bound by the duties and obligations of this Agreement with respect to such Confidential Information.

6.4 The Parties acknowledge that the terms of the relationship created by this Agreement and the terms of this Agreement constitute Confidential Information.

6.5 Neither Party will, without the prior written consent of the other Party:

- (a) use in advertising, publicity, or otherwise in connection with products developed in accordance with this Agreement, any trade name, trademark, trade device, service mark, or symbol owned by the other Party; or
- (b) represent, either directly or indirectly, that any product or service of the other Party is a product or service of the representing Party, or vice versa.

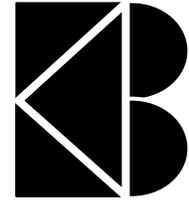
6.6 Upon request by the Disclosing Party, the Receiving Party shall return all tangible Confidential Information received by the Receiving Party from the Disclosing Party; provided, however, that the Receiving Party may retain in the office of its legal counsel(s) one (1) copy of any written Confidential Information of the Disclosing Party for record-keeping purposes only.

ARTICLE 7 **TERM AND TERMINATION**

7.1 Either Party shall have the right to terminate this Agreement in its entirety or with respect to any or all Joint Patent

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Rights in any or all countries, without cause, upon sixty (60) days written notice to the other Party.

7.2 This Agreement may be terminated by either Party in the event of a material breach by the other Party of the terms of this Agreement provided that the terminating Party first gives the defaulting Party written notice of termination, specifying the grounds therefore. Upon receipt of such written notice, the defaulting Party shall have sixty (60) days to cure the breach. If not cured, this Agreement shall terminate at the expiration of such sixty (60) days. Failure of a Party to pay any outside counsel invoice under Paragraph 4.3 shall not be deemed to be a material breach unless the amount of the default is or becomes five thousand dollars (\$5,000.00) or greater and only if the default remains uncured for six (6) months following the date of the notice of Paragraph 4.3.

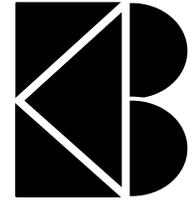
7.3 Subject to this Paragraph and Paragraph 7.4, termination of this Agreement pursuant to Paragraph 7.1 or Paragraph 7.2 shall automatically cause the rights and obligations under this Agreement of the terminating Party (Paragraph 7.1) or the defaulting Party (Paragraph 7.2) to cease with respect to the affected Joint Patent Rights. Upon request by the other Party, the terminating Party (Paragraph 7.1) or the defaulting Party (Paragraph 7.2) shall assign all affected Joint Patent Rights to the other Party, but shall retain a nonexclusive, royalty-free license to make, use, sell, offer for sale, or import products or practice methods covered by one or more claims of any of the affected Joint Patent Rights.

7.4 Termination or expiration of this Agreement through any means for any reason shall not relieve either Party of any obligation accrued prior to such termination, including obligations of Confidentiality and any obligation to pay expenses and fees incurred by the Parties prior to such termination, and shall be without prejudice to the rights and remedies with respect to default or breach of this Agreement.

7.5 If not earlier terminated, this Agreement shall continue with respect to each patent application and/or patent constituting Joint Patent Rights for its respective life.

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ARTICLE 8 **DISPUTE RESOLUTION**

8.1 This article shall apply to any dispute arising out of the making or performance of or otherwise relating to this Agreement.

8.2 The Parties shall attempt in good faith to resolve any dispute arising out of the making or performance of or otherwise relating to this Agreement promptly by negotiations between executives who have authority to settle the controversy. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after delivery of said notice, executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 120 days of the disputing Party's notice, or if the parties fail to meet within 20 days, either party may initiate mediation of the controversy or claim as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least seven (7) days advance notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence 408 and any other comparable law provision.

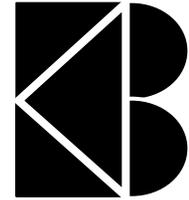
8.3 If the dispute has not been resolved by negotiation as above, the Parties shall endeavor to settle the dispute by mediation. Either Party may indicate a mediation proceeding by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in a mediation. The Parties regard the aforesaid obligation to mediate an essential provision of this Agreement and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

8.4 The mediator(s) shall be approved by each Party and shall have a background in the industry or subject matter of the dispute. The Parties shall share equally the costs and any administrative expenses of the mediator(s). Otherwise, each Party shall bear all of its own costs and expenses.

8.5 Nothing herein shall preclude either Party from taking whatever actions are necessary to prevent immediate, irreparable harm to its interests. Otherwise, these procedures are exclusive and shall be fully exhausted prior to the initiation of any litigation. However, if any such dispute cannot be resolved after the exhaustion of these procedures and after ninety (90) days from the termination of the mediation proceedings, each Party may pursue its remedies at law and equity through binding arbitration at a neutral location agreed upon by both Parties and in accordance with the rules then pertaining of the American Arbitration Association, and judgment or decree may be entered upon the award in any court having jurisdiction.

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8.6 If ACME initiates any such arbitration against NORM, ACME may only bring such action in the State of Minnesota, and such action shall apply the laws of the State of Minnesota without regard to conflicts of law principles. If NORM initiates any such arbitration against ACME relating to this agreement, NORM may only bring such action in the State of California, and such action shall apply the laws of the State of California without regard to conflicts of law principles.

ARTICLE 9 **MISCELLANEOUS**

9.1 Except as specifically set forth otherwise in this Agreement, all notices or reports shall be delivered by facsimile, with a confirmation copy by first class mail to the following addresses of the respective Parties:

TO NORM:	ATTN: Chief Intellectual Property Counsel (facsimile: _____) NORM International, Inc. [address]
TO ACME:	ATTN: Chief Intellectual Property Counsel (facsimile: _____) ACME Medical Products Corporation [address]

Notices shall be effective upon receipt. Any changes of address of a Party shall be promptly communicated in writing to the other Party.

9.2 This Agreement shall not be assignable by either Party without the prior written consent of the other Party and any purported assignment without such consent shall be void; provided, however, that either Party may assign this Agreement without such consent in connection with the sale or transfer of all or substantially all or ownership interest in the assets of that business of the assigning Party. Further, upon the prior written consent of the non-assigning Party (such consent not to be unreasonably withheld), a Party may assign its ownership interest in and to a particular patent application or patent constituting Joint Patent Rights. Any permitted assignee shall assume all obligations of its assignor under this Agreement. No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder.

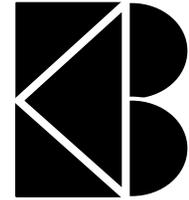
9.3 This Agreement sets forth the entire Agreement between the Parties and supersedes all previous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

9.4 This Agreement may not be modified, amended, or discharged except as expressly stated in this Agreement or by a written agreement signed by an authorized representative of each Party.

9.5 The provisions of this Agreement shall be deemed separable. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save

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such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the provisions that are invalid or unenforceable substantially impair the value of the entire Agreement to either Party. In such event, the Parties shall use their respective reasonable efforts to negotiate a substitute, valid, and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

9.6 No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.

9.7 Each of the Parties hereto is an independent contractor and nothing herein shall be deemed to constitute the relationship of partners, joint venturers, nor of principal or agent between the Parties hereto.

9.8 This Agreement shall bind the Parties, their successors, trustee in bankruptcy, and permitted assigns.

9.9 Each Party guarantees the performance and all obligations of its Affiliates under this Agreement.

IN WITNESS WHEREOF, the Parties, through their respective duly authorized officers, have executed this Agreement to be effective as of the effective date first above written.

NORMAN EINSTEIN TECHNICAL INSTITUTE

By: _____
Printed _____
Name: _____
Title: _____
Date: _____

ACME MEDICAL PRODUCTS CORPORATION

By: _____
Printed _____
Name: _____
Title: _____
Date: _____

The foregoing is intended to provide you with helpful suggestions in protecting your organization from avoidable liability concerns in intellectual property matters. Each matter is different, and the advice of competent counsel in each situation should be obtained.