

MND 11/02/99



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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WAYNE B. CALLAHAN
JEFFREY S. CALLAHAN

NOV 07 1999

Additional names(s) of conveying party(ies)

Yes No

2. Name and address of receiving party(ies):

Name: THINOPTX, INC.

Internal Address:

Street Address: 15856 PORTERFIELD HWY

City: ABINGDON State: VA ZIP: 24212

Additional name(s) & address(es)

Yes N

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: OCTOBER 29, 1999

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No. (s)

08/914,767

B. Patent No.(s)

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LITMAN LAW OFFICES, LTD.

Internal Address: FILE NO. 14323.00

Street Address: P.O. BOX 15035

CRYSTAL CITY STATION

City: ARLINGTON State: VA ZIP: 22215

6 Total number of applications and patents involved:

1

7 Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JOHN R. WENZEL REG. NO. 24,768

Name of Person Signing

John R. Wenzel

Signature

NOVEMBER 2, 1999

Date

4

Total number of pages including cover sheet, attachments, and

ASSIGNMENT

This Assignment is made by WAYNE B. CALLAHAN an individual of Abingdon, Virginia and by JEFFREY S. CALLAHAN an individual of Bluntville, Tennessee (singly and jointly referred to herein as "Assignors"), to THINOPTX, INC., a corporation organized and existing under the laws of the Commonwealth of Virginia (referred to herein as "Assignee").

This Assignment is made with reference to the following facts:

A. Assignors are the owners of U.S. Patent Application Serial No. 08/914,767 filed August 20, 1997 for an invention titled DEFORMABLE INTRAOCULAR CORRECTIVE LENS ("Patent Application").

B. Assignors desire to transfer and convey to Assignee, and Assignee desires to receive and acquire from Assignors, the entirety of Assignors' right, title, and interest in and to the Patent Application and to any and all patents issuing therefrom.

NOW THEREFORE, for and in consideration of the sum of five dollars (\$5.00) cash in hand paid by Assignee to Assignors, and for other good and valuable consideration, the receipt and sufficiency of all of which consideration is hereby acknowledged by Assignors, Assignors do hereby and herewith assign, transfer, sell, and convey to Assignee all of Assignors' right, title, and interest in and to the Patent Application and to any and all patents issuing therefrom, and to any and all continuations, continuations-in-part and divisions thereof, and to the invention shown and described in the Patent Application, together with any and all reissues of any or all patents issuing from the Patent Application, all to have and to hold for the sole and exclusive use and benefit of Assignee, its successors and assigns, to the full end of the term or terms of any and all patents issuing from the Patent Application, to be held and enjoyed by Assignee (and by Assignee's successors and assigns) to the end of the term or terms for which all or any of the patents issuing from the Patent Application are granted or reissued, and any extensions thereof, as fully and entirely as same would have been held and enjoyed by Assignors if this assignment had not been made, together with all claims for damages and profits by reason of past infringement of all or any of the patents issuing from the Patent Application, with the right to sue for and collect same for Assignee's own use (and for the use of Assignee's successors and assigns).

Assignors covenant and agree that he/they will at any time on request execute and deliver to Assignee any and all documents and

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papers as may be necessary or desireable to perfect in Assignee the interests herein conveyed, and further covenant and agree that he/they will communicate and cooperate with Assignee to the extent necessary for Assignee to have and enjoy to the fullest extent the interests herein conveyed.

IN WITNESS WHEREOF, said Assignors, in his/their individual capacity and capacities, have hereunto set his/their hand and seal:

Wayne B. Callahan (SEAL)
WAYNE B. CALLAHAN, Assignor

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Washinst)

I the undersigned Notary Public in and for the jurisdiction aforesaid hereby state that before me personally appeared the person known to me or proved to me to be the above signed WAYNE B. CALLAHAN and affixed his above signature in my presence, acknowledging same to be his very act and deed, all on this 29th day of October, 1999.

Rebecca Roony
Notary Public

My commission expires: 2-29-2002

Jeffrey S. Callahan (SEAL)
JEFFREY S. CALLAHAN, Assignor

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Washinst)

I the undersigned Notary Public in and for the jurisdiction aforesaid hereby state that before me personally appeared the person known to me or proved to me to be the above signed JEFFREY S. CALLAHAN and affixed his above signature in my presence, acknowledging same to be his very act and deed, all on this 29th day of October, 1999.

Rebecca Roony
Notary Public

My commission expires: 2-28-2002

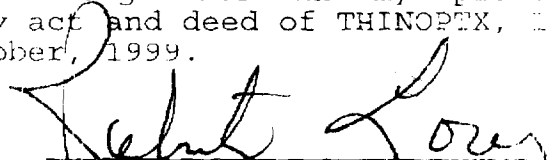
THINOPTX, INC., Assignee, by its duly authorized undersigned officer, hereby and herewith accepts this assignment, effective as of the date first above written, with all rights and obligations pertaining thereto, to have and to hold for all lawful purposes to the fullest extent permitted by law.

THINOPTX, INC.
Assignee


Wayne B. Callahan, President

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Washinst)

I the undersigned Notary Public in and for the jurisdiction aforesaid hereby state that before me personally appeared the person known to me or proved to me to be the above signed Wayne B. Callahan and affixed his above signature in my presence, acknowledging same to be the very act and deed of THINOPTX, INC., all all on this 29th day of October, 1999.


Notary Public

My commission expires: 2.28-2002