

04-11-2000

Attorney Docket No: OBT-101/DIV2

MRD
3.31.00



101317022

SHEET
PATENT

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

Michael Mandella
10193 Parkwood Dr. #2
Cupertino, CA 95014

Mark H. Garrett
17765 Elaine Court
Morgan Hill, CA 95037

Gordon S. Kino
867 Cedro Way
Stanford, CA 94305

JC564 U.S. PTO
09/540298
03/31/00

2. Assignee:

Optical Biopsy Technologies, Inc.
2060 Walsh Avenue, Suite 240
Santa Clara, CA 95050

3. Execution Date of Assignment of Entire Interest in Patent Application: **31 March 2000**

4. Execution Date of Declaration for Patent Application: **31 March 2000**

4A. Patent Application No.: **09/540298**

4B. Patent Number:

5. Correspondence address: Joshua D. Isenberg
LUMEN
426 Lowell Avenue
Palo Alto, CA 94301

6. Total Number of applications and Patents involved: **1**

7. Total fee (37 CFR 3.41): \$40

04/07/2000 PSTAMP 00000030 09540298

03 FC:581

8. Statement and signature:

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

Joshua D. Isenberg
Joshua D. Isenberg
Reg. No. 41,088

Date: **3/31/2000**
telephone: (650) 321-6630

Total number of pages including cover sheet, attachments, and document: **3**

ASSIGNMENT

THIS ASSIGNMENT, by

MICHAEL J. MANDELLA, MARK H. GARRETT AND GORDON S. KINO

(hereinafter referred to as the Assignors), residing at **Cupertino, California, Morgan Hill, California and Stanford, California**, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

**METHOD AND APPARATUS FOR MEASURING OPTICAL REFLECTIVITY
AND IMAGING THROUGH A SCATTERING MEDIUM**

for which application for Letters Patent has been executed on APRIL 31, 2002, and is attached hereto

WHEREAS,

Optical Biopsy Technologies, Inc.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, SANTA CLARA, CALIFORNIA 95050**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

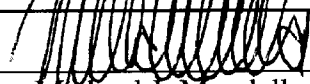

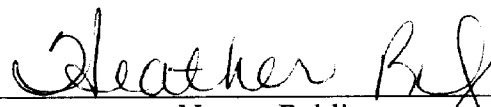
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

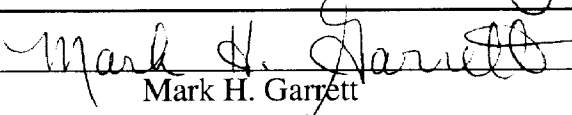

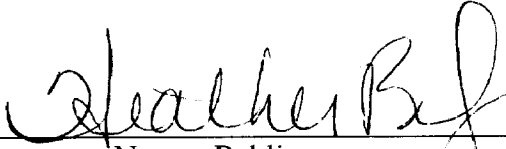
1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

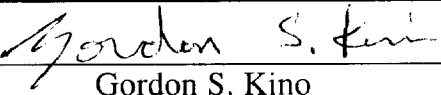

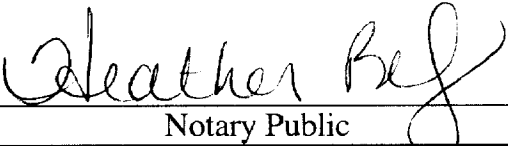
5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: 3/31/00 _____

Michael J. Mandella
State: California County: Santa Clara
Subscribed and sworn to before me on this 31 day of March, 192000


Notary Public

Date: 3.31.00 _____

Mark H. Garrett
State: California County: Santa Clara
Subscribed and sworn to before me on this 31 day of march, 192000


Notary Public

Date: 3/31/00 _____

Gordon S. Kino
State: California County: Santa Clara
Subscribed and sworn to before me on this 31 day of March, 192000


Notary Public