



RECC

04-04-2001



101667780

Our Ref.: -

Commissioner of Patents and Trademarks  
Box Assignment, Washington, D.C. 20231

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

<p>1. Name of conveying party(ies): Sohrab Darougar</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: February 19, 2001</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>BTG International Limited</u> Internal Address: _____ Street Address: <u>10 Fleet Place</u> <u>Limeburner Lane</u> City: <u>London</u> State/Country: <u>England</u> Zip: <u>EC4M 7SB</u></p> <p>Additional name/s &amp; address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	---

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

<p>A. Patent Application No(s). (1) (2) (3)</p>	<p>B. Patent No(s). (1) <u>5,147,647</u> (2) (3)</p>
Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Michelle N. Lester</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Nixon &amp; Vanderhye P.C.</u> <u>1100 North Glebe Road</u> <u>8<sup>th</sup> Floor</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22201</u></p>	<p>6. Total number of applications &amp; patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any <u>deficiency</u> in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our <b>Account No. 14-1140.</b></p>
--	--

DO NOT USE THIS SPACE

9. Statements 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.

<p><u>Michelle N. Lester</u> Name of Person Signing Reg. No. 32,331</p>	<p> Signature</p>	<p><u>March 27, 2001</u> Date</p>
---	-----------------------	---------------------------------------

Total number of pages including **original** cover sheet, attachments, and document: [12]

(Assignment of Darougar owned patents)

DATED 11 FEBRUARY 2001

(1) BTG INTERNATIONAL LIMITED

- and -

(2) SOHRAB DAROUGAR and DAYSHAD DAROUGAR

ASSIGNMENT  
of invention the subject of  
certain patents and patent applications

## INDEX

<u>Clause</u>	<u>Heading</u>	<u>Page</u>
1	Definitions	1
2	Assignment and Commercialisation	3
3	Covenants by the Inventors	3
4	Warranties	4
5	General provisions	5
Schedule	The Invention	6

THIS ASSIGNMENT is made as a DEED on.....February 2001

BETWEEN:

(1) BTG INTERNATIONAL LIMITED whose company registration number in England and Wales is 2664412 and whose registered office is at 10 Fleet Place, Limeburner Lane, London EC4M 7SB, England ("BTG" including its successors and assigns); and

(2) SOHRAB DAROUGAR of 2 Digby Place, Croydon, Surrey, CRO 5QR, England and DAYSHAD DAROUGAR of 256 Addington Road, Selsdon Village, South Croydon, Surrey, CR2 8LE, England (each an INVENTOR and together the "INVENTORS" including their respective personal representatives).

WHEREAS:

(1) THE INVENTORS are named as the inventors (either individually or together) on certain patents and patent applications as set out in the schedule hereto; and

(2) THE INVENTORS are the legal owners (either individually or together) of certain patents and patent applications, as set out in the schedule hereto; and

(3) THE INVENTORS have each agreed to assign to BTG their respective entire title and interest in such patents and patent applications and inventions, together with their other rights and intellectual property in relation to the same, on the terms of a Commercialisation Agreement made between the Parties and dated the same date as this Agreement.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

1.1 In this Agreement the definitions below shall have the following meanings:

"APPLICATIONS" the applications for patents, details of which are set out in the Schedule;

"COMMERCIALISATION  
AGREEMENT"

the Agreement referred to in the Recital to this Agreement;

"COPYRIGHT"

such existing and future copyright throughout the world as is currently, or may in the future be, vested in either INVENTOR (or both of them), and which subsists in the INVENTION or in any other item comprised in the IPR;

"DESIGN RIGHTS"

such existing and future registered and unregistered design rights, and semiconductor topography rights, throughout the world as are currently, or may in the future be, vested in either INVENTOR (or both of them) and which may subsist in the INVENTION or in any other item comprised in the IPR;

"INVENTION"

the inventions regarding ocular inserts which are the subject of the PATENTS;

"IPR"

the PATENTS, the COPYRIGHT, the KNOW-HOW, the DESIGN RIGHTS, and any other rights (other than any relevant moral rights) which relate to the INVENTION and ownership of which vests in either INVENTOR (or both of them);

"KNOW-HOW"

such existing and future know-how (including but not limited to notes, techniques, processes, formulae, experimentation results, drawings, models, prototypes, designs, computer software, technical information and data, and calculations) as are currently, or may in the future be, vested in either INVENTOR (or both of them) and which relate to the INVENTION;

"PATENTS"

(i) the patents and APPLICATIONS set out in the Schedule, and any patents which may be granted pursuant to the APPLICATIONS; and

(ii) any patents and patent applications corresponding to such patents or APPLICATIONS, and which may be granted to or made by either INVENTOR (or both of them) in other territories; and

(iii) any re-issues and extensions of such patents, and any divisions and continuations of such applications.

1.2 IN this Agreement the singular shall, where the context so permits, include the plural and vice versa. Headings to clauses are added for convenience only and shall not affect the construction or interpretation of such clauses. References in this Agreement to clauses and schedule are to clauses of and schedule to this Agreement. The Schedules forms part of this Agreement.

## 2. ASSIGNMENT AND COMMERCIALISATION

2.1 EACH INVENTOR, as to their respective rights, title and interest, hereby assigns to BTG with full title guarantee:

2.1.1 the INVENTION and the IPR and all rights and interests therein, together with the full, unfettered, and exclusive right to use the same for any purpose; and

2.1.2 any invention and other innovative material essentially related to the INVENTION of which such INVENTORS are or become the proprietors (individually or together), and which is disclosed to BTG to the intent that such invention and/or material shall be included in an application by BTG which claims priority from the PATENTS under the Patents Act 1977 or any International Convention or Treaty; and

2.1.3 the right to apply for and obtain patent or other similar protection in any territory, or group of territories, in respect of the INVENTION and any other related invention, and the right to claim priority under the International Convention for the Protection of Industrial Property for each country of the Union constituted by the said Convention in which application(s) may be made by BTG.

2.2 BTG shall endeavour to secure the patenting and commercialisation of the INVENTION and the IPR on the terms of the COMMERCIALISATION AGREEMENT.

## 3. COVENANTS BY EACH INVENTOR

3.1 EACH INVENTOR (both jointly and severally) hereby covenants with BTG that:

3.1.1 they will (so far as necessary) permit and enable BTG to apply for, and will take all

reasonable steps to assist BTG in obtaining, the grant of patent or other protection for the IPR, or like protection in respect of the INVENTION, in any territory as may be required by BTG; and

3.1.2 they will, at the request and cost of BTG, execute and do all such documents acts and things as may be necessary for the purposes of this Agreement; and

3.1.3 they will promptly disclose the IPR to BTG.

#### 4. WARRANTIES

4.1 EACH INVENTOR (both jointly and severally) hereby warrants that, having made due and careful enquiry:

4.1.1 the entire right, title, and interest, in and to the INVENTION and the IPR are vested in the INVENTORS with full title guarantee, together with all rights relating to the transferability thereof; and

4.1.2 each INVENTOR is free to disclose the IPR to BTG; and

4.1.3 there are no options, agreements, or other arrangements, with third parties affecting such right, title, and interest; and

4.1.4 they are not aware of:

(a) any facts or circumstances which might render any of the PATENTS invalid or incapable of enforcement; or

(b) any use by any third party of the INVENTION and/or any of the IPR which might amount to an infringement of either INVENTOR'S rights therein; or

(c) any other unauthorised use of any of the IPR; or

(d) any other matter which would prevent, or limit, or in any other way affect, the commercialisation of the INVENTION and/or the IPR.

- 4.2 EACH INVENTOR shall promptly notify BTG in writing if they become aware of any of the matters referred to in clause 4.1.
- 4.3 EACH INVENTOR (both jointly and severally) hereby warrants that they are entitled to assign and otherwise deal with their respective interests assigned hereunder without reference to or restriction by Escalon Medical Corporation or any other party.

5. GENERAL PROVISIONS

5.1 EACH INVENTOR hereby irrevocably appoints BTG as their respective Attorney, in their respective names, to execute and do any document, act, or thing which may be necessary for the purposes of clause 3 of this Agreement. Each INVENTOR hereby declares that anything done by BTG in connection with the INVENTION and/or the IPR under this power of attorney shall be as valid and effective as if the same had been done by the relevant INVENTOR. BTG shall have the full authority to appoint others to act under this power of attorney and the acts and documents of such BTG agents shall be fully valid and binding on each INVENTOR as if the relevant INVENTOR had themselves performed such acts and documents.

5.2 EACH INVENTOR hereby agrees unconditionally and irrevocably to waive all such moral rights as he may have (whether asserted or not) in the COPYRIGHT, including moral rights in any future COPYRIGHT.

5.3 THIS Agreement is personal to each of the INVENTORS and they shall not, nor shall either of them, assign this Agreement or any of their respective rights, benefits, liabilities, or obligations under it (except with the advance written consent of BTG).

5.4 THIS Agreement shall be binding on, and enure to the benefit of, the successors, assigns, and the personal representatives, of the respective parties, and the definitions, "INVENTOR", "INVENTORS" and "BTG" shall be construed accordingly.

5.5 THIS Agreement shall be read and construed in accordance with, and be governed by, English law and the Parties submit to the jurisdiction of the English Courts.

IN WITNESS whereof this document has been executed and delivered as a DEED on the day and year first written above.



THE SCHEDULE above referred to

The INVENTION

**Part 1: Patent Applications**

Title of Invention: Ocular inserts

<u>Country</u>	<u>Status</u>	<u>No.</u>	<u>Date of Filing</u>	<u>Owner</u>
PCT	01 Filed	GB00/04224	03-NOV-2000	Sohrab Darougar/Dayshad Darougar
(AUSTRALIA	01 Desig)			
(BRAZIL	01 Desig)			
(CANADA	01 Desig)			
(CHINA	01 Desig)			
(EPC	01 Desig)			
(KOREA, SOUTH	01 Desig)			
(NEW ZEALAND	01 Desig)			
(SOUTH AFRICA	01 Desig)			
(USA	02 Desig)			

USA	Filed	09/428,967	04-NOV-1999	Sohrab Darougar/Dayshad Darougar
-----	-------	------------	-------------	----------------------------------

**Part II: Patents**

<u>Country</u>	<u>Status</u>	<u>No.</u>	<u>Date of Grant</u>	<u>Owner</u>
USA	Granted	5147647	15-Sep-1992	Sohrab Darougar
Taiwan	Granted	056112	21-Apr-1992	Sohrab Darougar

Signed and DELIVERED as )  
a DEED for and on behalf of the )  
SOHRAB DAROUGAR )  
in the presence of: )

*[Signature]*

WITNESS: *M Hood*  
NAME: *✓ Hood*  
ADDRESS: *149 Addington Rd Selsdon Croydon CR2 8LH*  
OCCUPATION: *Director CBS*

Signed and DELIVERED as )  
a DEED for and on behalf of the )  
DAYSHAD DAROUGAR )  
in the presence of: )

*[Signature]*

WITNESS: *M Hood*  
NAME: *✓ Hood*  
ADDRESS: *149 Addington Rd Selsdon Croydon CR2 8LH*  
OCCUPATION: *Director CBS*

SIGNED and DELIVERED as a DEED )  
for and behalf of )  
BTG INTERNATIONAL LIMITED )  
in the presence of: )

*[Signature]*

Director/Authorised Signatory

*PAUL MUSSIEAU*  
*[Signature]*

*[Signature]*

Secretary/Authorised Signatory

*3 Campbell Road  
London W7 3EA*

WITNESS:

NAME:

ADDRESS:

OCCUPATION:

DATED 14 February 2001

(1) BTG INTERNATIONAL LIMITED

- and -

(2) SOHRAB DAROUGAR  
and DAYSHAD DAROUGAR

---

ASSIGNMENT  
of invention the subject of  
certain patents

---