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FORM PTO-1505

1-31-92

RECORDATION FORM COVER SHEET

PATENTS ONLY 4

04-30-2001



101693938

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

1. Name of conveying party(ies):

Biophysica Technologies, Inc., a Maryland corporation
Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

Name: Digital Optical Imaging Corp., a Delaware corporation

Street Address: 1201 Cornwall Avenue

Suite 201

City/State/Zip: Bellingham, Washington 98225

Additional name(s) & address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 29, 2001

4. Application number(s) or patent number(s): US5,587,832 and US5,923,466

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

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Alex Sutter
Wilson Sonsini Goodrich & Rosati
5300 Carillon Point
Kirkland, Washington 98033

6. Total number of applications and patents involved: [2]

7. Total fee (37 CFR 3.41) \$80.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 23-2415
(Attorney Docket No.:)

DO NOT USE THIS SPACE

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.

Alex Sutter

Name of Person Signing

Signature

April 3, 2001

Date

Total number of pages including cover sheet, attachments, and document: [4]

04-30-2001 10:10:00 101693938 0587

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ASSIGNMENT

This Assignment (the “**Assignment**”) is entered into as of March 29, 2001 by and between Digital Optical Imaging Corp., a Delaware corporation, having its principal place of business at 1201 Cornwall Avenue, Suite 201, Bellingham, WA 98225 (“**DigiOpt**”) and Biophysica Technologies, Inc., a Maryland corporation, having its principal place of business at 16139 York Road, Sparks, MD 21152 (“**Biophysica**”).

1. Definitions.

1.1 “**Know-How**” means ideas, concepts, inventions, discoveries, data, designs, formulas, specifications, instructions, processes, procedures, results of experimentation, and all other information and materials that relate to the use of spatial light modulators in microscopy and microimaging and that Biophysica has in its possession, or has the right to assign, as of the date of this Assignment. Know-How does not include the Patent Rights.

1.2 “**Patent Rights**” means patent number US5,587,832, dated December 24, 1996, titled *Spatially Light Modulated Confocal Microscope and Method*, and invented by Andrew W. Krause and patent number US5,923,466, dated July 13, 1999, titled *Light Modulated Confocal Optical Instruments and Method*, and invented by Andrew W. Krause, Minhua Liang, and Robert K. Stehr, and (a) all divisions, continuations, continuations-in-part, and substitutions thereof, (b) all foreign patent applications corresponding to such patents and patent applications, and (c) all U.S. and foreign patents issuing on any of the preceding applications or improvements thereof, including extensions, reissues, and re-examinations.

2. Biophysica hereby, irrevocably and without reservation sells, transfers and conveys to DigiOpt all right, title and interest in and to the Patent Rights, the Know-How, and inventions claimed in the Patent Rights, including but not limited to all renewals and proceeds thereof and the right to sue for past, present, and future infringements.

3. Biophysica and its successors and assigns shall, upon the request of DigiOpt, execute any further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of the Patent Rights and Know-How to DigiOpt or the original ownership of the Patent Rights and Know-How on the part of Biophysica, to the fullest extent possible. Biophysica will also provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of DigiOpt in and to the Patent Rights and Know-How

4. This Assignment shall be governed by the laws of the State of Washington, without reference to conflict of laws principles. The terms and covenants of this Assignment shall inure to the benefit of DigiOpt and its successors and assigns, and shall be binding upon Biophysica and its successors and assigns. Any failure to enforce any provision of the Assignment shall not constitute a waiver thereof or of any other provision. This Assignment may not be amended, nor any obligation waived, except by a writing signed by both parties. If any provision of this Assignment is held by a court of competent jurisdiction to be unenforceable, then such provision shall be eliminated or

limited to the extent required by applicable law and this Assignment, as so modified, shall remain enforceable in accordance with its terms.

In testimony of which this Assignment has been executed on the date indicated below.

Accepted and agreed to:

For Digital Optical Imaging Corp.

Name: R. P. ELLIOTT

Title: CEO / PRESIDENT

Signature: [Signature]

Date: APRIL 2, 2001

For Biophysica Technologies, Inc.

Name: ANDREW W. KRAUSE

Title: PRESIDENT

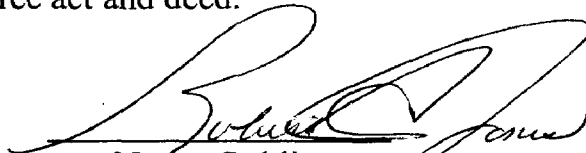
Signature: [Signature]

Date: 3/29/01

NOTARY BLOCKS ON FOLLOWING PAGE

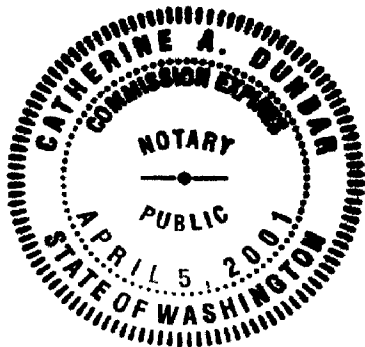
State of Maryland)
)ss.
County of HARFORD)


On this 29 day of MARCH, 2001, before me appeared
ANDREW W. KRAUSE, to me known and known to me to be the person described in
and who executed the foregoing instrument on behalf of Biophysica Technologies, Inc.,
and he acknowledged the same to be his free act and deed.


Notary Public
COMM EX: 05-0101

State of Washington)
)ss.
County of WHATCOM)

On this 2 day of April, 2001, before me appeared
Robert P. Elliott, to me known and known to me to be the person described in
and who executed the foregoing instrument on behalf of Digital Optical Imaging Corp.
and he acknowledged the same to be his free act and deed.




Notary Public