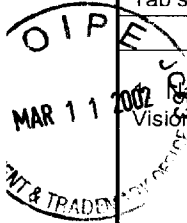




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102028122

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



1. Name of conveying party(ies):
Vision Pharmaceuticals, Inc.

3-11-02

2. Name and address of receiving party(ies)

Name: Corneal Science Corporation

Internal Address: _____

Additional name of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 3209-128 Gresham Lane Road

City: Raleigh State: NC Zip: 27615

Additional Name(s) & address(es) attached? Yes No

Execution Date: 07/17/2001

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

5,032,392

Additional numbers attached? Yes No

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

Name: A. Jose Cortina

Internal Address: Kilpatrick Stockton LLP

Street Address: 3737 Glenwood Avenue

Suite 400

City: Raleigh State: NC Zip: 27612

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:

16-1435

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

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.

A. Jose Cortina, Reg. No. 29,733

February 27, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/21/2002 LMUELLER 00000178 5032392

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ASSIGNMENT OF PATENTS

Vision Pharmaceuticals, Inc., a Delaware corporation ("Assignor"), having its principle offices at 8673 Castlemill Circle, Baltimore, Maryland 21236, ("ASSIGNOR"), is the present owner of the following patents (collectively, the "Patents"):

| Country | Application or Patent Number | Filing or Grant Date | Title of Invention | Status |
|-----------------|-------------------------------------|-----------------------------|---|---------------|
| United States | 5,032,392 | 07/16/91 | Aqueous Ophthalmic Solutions for the Treatment of Dryness and/or Irritation of Human or Animal Eyes | Granted |
| European Patent | 0258865 | 11/22/90 | Aqueous Ophthalmic Solutions for the Treatment of Dryness and/or Irritation of Human or Animal Eyes | Granted |
| Austria | AT 58475 | 12/15/90 | Aqueous Ophthalmic Solutions for the Treatment of Dryness and/or Irritation of Human or Animal Eyes | Granted |
| Germany | 3766322 | 03/10/88 | Aqueous Ophthalmic Solutions for the Treatment of Dryness and/or Irritation of Human or Animal Eyes | Granted |
| Greece | 3014937 | 05/31/95 | Aqueous Ophthalmic Solutions for the Treatment of Dryness and/or Irritation of Human or Animal Eyes | Granted |
| Australia | 599695 | 11/13/90 | Aqueous Ophthalmic Solutions for the Treatment of Dryness and/or Irritation of Human or Animal Eyes | Granted |
| Japan | 95051500 | 06/05/95 | Aqueous Ophthalmic Solutions for the Treatment of Dryness and/or Irritation of Human or Animal Eyes | Granted |

WHEREAS, Corneal Science Corporation., a Delaware corporation, having its principal offices at 3209-128 Gresham Lake Road, Raleigh, North Carolina 27615 ("ASSIGNEE"), has entered into an Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof with ASSIGNOR and the other signatories thereto, and is to acquire said Patents of ASSIGNOR pursuant to the terms and conditions of such Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the entire right, title and interest in and to the foregoing Patents and the inventions described therein and any legal equivalent thereof in any foreign country, including the right to claim priority, and any reissue or re-examination thereof.

2. ASSIGNOR further sells, assigns and transfers to ASSIGNEE all rights of ASSIGNOR to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the foregoing Patents, including the right to bring an action for past, present and future infringement or misuse of the foregoing Patents.

3. ASSIGNOR further covenants that upon request of ASSIGNEE, ASSIGNOR will execute any and all papers, instruments or affidavits required to maintain and enforce said inventions and said Patents that may be necessary or desirable to carry out the purposes thereof. ASSIGNOR represents and warrants that ASSIGNOR has all requisite power and authority to execute and deliver this ASSIGNMENT and any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions herein.

[Remainder of page left intentionally blank]

This ASSIGNMENT is hereby signed at Raleigh, North Carolina, as of this 17th day of July, 2001.

ASSIGNOR:

Vision Pharmaceuticals, Inc.

By (signature):

Name (print name):

Title:

ASSIGNEE:

Corneal Science Corporation



By (signature):

Alan Touch

Name (print name):

President

Title:

This ASSIGNMENT is hereby signed at Raleigh, North Carolina, as of this 17th day of July, 2001.

ASSIGNOR:

Vision Pharmaceuticals, Inc.

Robyn J. Clark
By (signature):

Robyn J. Clark
Name (print name):

President
Title:

ASSIGNEE:

Corneal Science Corporation

By (signature):

Name (print name):

Title:

STATE: Maryland

COUNTY: Carroll

This 17th day of July, A.D. 2001, personally came before me, Kathleen S. Newton Notary Public for said County and State, who, being duly sworn by me, says that he/she is Rolyn J. Clark of Vision Pharmaceuticals, Inc., a corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him/her in behalf of said corporation by its authority duly given. And the said Rolyn J. Clark of Vision Pharmaceuticals, Inc. acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 17th day of July A.D. 2001.

My commission expires: 4/9/02, A.D. _____.

Kathleen S. Newton
Notary Public