

FORM PTO-1595 U.S. DEPARTMENT OF COMMERCE
(Revised 6-93) Patent and Trademark Office

12-31-2002



102325398

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

ATTORNEY DOCKET NO.: 07030.0002

<p>1. Name of conveying party: Helmut Borberg <i>12-27-02</i></p> <p>Additional names of conveying party attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<p>2. Name and address of receiving party: Hans K. Stock Stadtwaldgürtel 77 D-50935 Köln</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
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3. Nature of conveyance:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	<input type="checkbox"/> Other
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	

Execution Date: May 30, 2002

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: (filed December 30, 1997)

A. Patent Application No.(s): 09/000,917	B. Patent No.(s): 6,245,038 B1
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Additional numbers attached? YES NO

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Gwendolyn D. Spratt NEEDLE & ROSENBERG, P.C. Suite 1200, The Candler Building 127 Peachtree Street, N.E. Atlanta, Georgia 30303-1811 (404) 688-0770</p>	<p>6. Total number of applications and patents involved: 1</p>
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7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to Deposit Account.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629
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(Attach duplicate copy of this form if paying by deposit account)

12/30/2002 LUPELLER 00000061 09000917

01 FC:8021

40.00 00

Purchase Agreement

between

Prof. Dr. Dr. Helmut Borberg
Tulpenstr. 19
D-51427 Bergisch-Gladbach

in the following referred to as "Borberg"

and

Hans K. Stock, Engineer
Stadtwaldgürtel 77
D-50935 Köln

in the following referred to as "Stock".

PROFESSIONAL TRANSLATING SERVICES, INC.
CERTIFIED TRANSLATION

Preamble

Borberg and Brunner are the owners of U.S. patent 6.245.038, which was issued by U.S. Patent Office on 06/12/2001 and describes a new therapeutic procedure for treating ophthalmologic illnesses. Brunner has issued a simple license to OccuLogix Corp., 612 Florida Av., Palm Harbour, Florida, USA. Stock was the intermediary for this license agreement. Borberg now wants to sell his share of the above-mentioned U.S. patent to Stock. Brunner agrees to this transfer. The following is therefore agreed between Borberg and Stock:

§ 1

Borberg transfers his share of the U.S. patent 6.245.038 to Stock without any guarantee for the lawfulness of the patent. In return, Stock pays four yearly installments of U.S. dollars 50,000.00 to Borberg resulting in a total purchase price of U.S. dollars 200,000.00 (two hundred thousand dollars). The first installment is due when the contract is signed. The remaining installments are due by July 1 of the corresponding following years 2003, 2004 and 2005.

§ 1

As a security, Stock will be directly liable for three bank guarantees of 50,000.00 U.S. dollars each with the Kölner Bank.

§ 3

The cost for the partial transfer of the U.S. patent from Borberg to Stock will be paid by Stock. Borberg agrees to make the necessary declarations.

§ 4

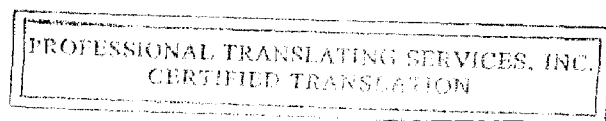
The ineffectiveness and impracticability of one or several provisions of this agreement does not affect the validity of the remaining provisions. However, each contracting party may in this case request a provision that best corresponds to the economic purpose of the ineffective or impracticable provision.

§ 5

Changes and amendments of the agreement must be in writing. The formal requirement of written form may only be renounced to in writing.

§ 6

All provisions of this agreement also apply to a legal successor of a contracting party.



PATENT

REEL: 013604 FRAME: 0312

Bensberg 5/30/2002

Köln 5/24/2002

/signed/

(Prof. Dr. Dr. Helmut Borberg)

/signed/

(Hans K. Stock, Engineer)

I, Prof. Dr. Richard Brunner, Im Idienbachtel 28, 53474 Bad Neuenahr-Ahrweiler, agree to the partial transfer of U.S. patent 6.245.038 from Borberg to Stock.

Bad Neuenahr-Ahrweiler,

(Prof. Dr. Richard Brunner)

PROFESSIONAL TRANSLATING SERVICES, INC.
CERTIFIED TRANSLATION

PATENT
REEL: 013604 FRAME: 0313

CERTIFICATE OF ACCURACY

The undersigned, Dr. Luis A. de la Vega, Chairman of Professional Translating Services, Inc., appearing on behalf of Professional Translating Services, Inc., hereby states, to the best of his knowledge and belief, that the foregoing is an accurate translation of the attached original document in the German language, consisting of three pages, and that this is the last of the attached.

Luis A. de la Vega, Chairman
for Professional Translating Services, Inc.

State of Florida
County of Dade

The foregoing certificate was acknowledged before me on this 17th day of December, 2002 by Dr. Luis A. de la Vega, the Chairman of Professional Translating Services, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

M. Ruano
Notary Public



MARTHA E. RUANO
Notary Public - State of Florida
My Commission Expires Aug 14, 2003
Commission # CC 853788

Kaufvertrag

5 zwischen

Prof. Dr. Dr. Helmut Borberg
Tulpenstr. 19
D-51427 Bergisch-Gladbach

10

im folgenden kurz "**Borberg**" genannt

und

15

Dipl.-Ing. Hans K. Stock
Stadtwaldgürtel 77
D-50935 Köln

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im folgenden kurz "**Stock**" genannt

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Präambel

Borberg und Brunner sind Inhaber des US-Patentes 6,245,038, das am 12.06.2001 beim
5 US-Patentamt zum Patent erteilt wurde und ein neues therapeutisches Verfahren zur
Behandlung von ophthalmologischen Erkrankungen beschreibt. Brunner hat an diesem
Patent eine einfache Lizenz an die Fa. OccuLogix Corp, 612 Florida Av., Palm Harbour,
Florida, USA vergeben. Stock hat diesen Lizenzvertrag vermittelt. Borberg möchte nun
seinen Anteil an dem oben genannten US-Patent an Stock verkaufen. Brunner ist mit
10 dieser Übertragung einverstanden. Es wird daher zwischen Borberg und Stock folgendes
vereinbart:

§ 1

15 Borberg überträgt seinen Anteil des US Patentes 6,245,038 an Stock ohne jegliche
Gewährleistung für die Rechtsbeständigkeit des Patentes. Stock zahlt dafür an Borberg
vier jährliche Raten von US-Dollar 50.000,00, so dass sich ein Gesamtkaufpreis von US-
Dollar 200.000,00 (in Worten zweihunderttausend Dollar) ergibt. Die erste Rate ist mit
Vertragsunterzeichnung fällig. Die weiteren Raten sind jeweils am 1. Juli der
20 entsprechenden Folgejahre 2003, 2004, 2005 fällig.

§ 2

Stock wird als Sicherheit mit Vertragsunterzeichnung drei selbstschuldnerische
25 Bankbürgschaften der Kölner Bank über je 50.000US-Dollar beibringen.

§ 3

Die Kosten für die Teilumschreibung des US-Patentes von Borberg auf Stock werden von
30 Stock getragen. Borberg verpflichtet sich, die hierfür notwendigen Erklärungen
abzugeben.

§ 4

Die Unwirksamkeit oder Undurchführbarkeit einer oder mehrerer Bestimmungen dieses
35 Vertrages berührt die Gültigkeit der übrigen Bestimmungen nicht. Jeder Vertragspartner

kann für diesen Fall aber eine Bestimmung verlangen, die den wirtschaftlichen Zweck der unwirksamen oder undurchführbaren Bestimmung am besten erreicht.

§ 5

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Änderungen und Ergänzungen des Vertrages bedürfen der Schriftform. Auf das Formerfordernis der Schriftlichkeit kann nur schriftlich verzichtet werden.

§ 6

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Alle Bestimmungen dieses Vertrages gelten auch für einen Rechtsnachfolger eines Vertragspartners.

15 Bensberg, den 30. 5. 2002

Köln, den 24. 5. 2002

20 (Prof. Dr. Dr. Helmut Borberg)

(Dipl.-Ing. Hans K. Stock)

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Ich, Prof Dr. Richard Brunner, Im Idienbachtal 28, 53474 Bad Neuenahr-Ahrweiler, erkläre mich mit der Teilübertragung des US Patentes 6,245,038 von Borberg auf Stock einverstanden.

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Bad Neuenahr-Ahrweiler, den

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.....
(Prof. Dr. Richard Brunner)