

**PATENT ASSIGNMENT**

Electronic Version v07  
 Stylesheet Version v02

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Licensing Agreement																		
<b>CONVEYING PARTY DATA</b>																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Mikhail Gutin</td> <td>2004-03-24</td> </tr> <tr> <td>Russ Howell</td> <td>2004-03-30</td> </tr> </tbody> </table>		Name	Execution Date	Mikhail Gutin	2004-03-24	Russ Howell	2004-03-30												
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<b>CORRESPONDENCE DATA</b>																			
<p><b>FAX NUMBER:</b> 518-377-6737  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.</p> <p><b>CUSTOMER NUMBER:</b> 027949</p>																			
<b>NAME OF PERSON SIGNING:</b>	Jay R. Yablon																		
<b>DATE SIGNED:</b>	2004-04-11																		
<p><b>Total Attachments: 4</b>                  source=Assignment-page-1.tif                  source=Assignment-page-2.tif                  source=Assignment-page-3.tif                  source=Assignment-page-4.tif</p>																			

OP \$40.00 US0404577

## **PATENT APPLICATION ASSIGNMENT AND LICENSING AGREEMENT**

Whereas, Mikhail Gutin of 307 Ridgewood Circle, Albany, New York 12203, hereafter referred to as "inventor," has invented certain new and useful improvements in *Optical Coherence Tomography with 3D Coherence Scanning* (invention), for which PCT International Patent Application was filed on February 17, 2004, Application Number PCT/US04/04577; and

Whereas, inventor is the President of Applied Science Innovations, Inc. (ASI) of 1223 Peoples Avenue, Troy, New York 12180, and desires to assign a fifty percent (50%) right, title and interest in said invention to ASI; and

Whereas, TTM Solutions, LLC (TTM) of 4670 Los Poblanos Circle, NW, Albuquerque, New Mexico 87107, is desirous of acquiring the remaining fifty percent (50%) right, title and interest in said invention; and

Whereas Mr. Gutin, ASI and TTM, hereinafter referred to as the "parties" are desirous of ensuring that ASI is exclusively licensed to engage in research and/or development of this invention with Government funding;

Now, therefore, in consideration of good and valuable consideration between and among the parties, the receipt of which is acknowledged, the parties hereby AGREE as follows:

1. Inventor, by these presents does sell, assign and transfer unto each of ASI and TTM, fifty percent (50%) of the full and exclusive right to the said invention in the United States and abroad as well as fifty percent (50%) of the entire right, title and interest in and to any and all Patents for said invention which may be granted therefor in the United States and abroad. As a result of this assignment, ASI and TTM each hold fifty percent (50%) of the entire right, title and interest in said invention.
2. Inventor hereby authorizes and requests the United States Commissioner of Patent and Trademarks and any and all foreign patent offices to issue any U.S. and foreign patents resulting from said PCT International Patent Application PCT/US04/04577 jointly to ASI and TTM, for their sole use and behoof, and for the use and behoof of their legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by inventor had this assignment and sale not been made. This includes worldwide entitlement to apply for and be granted a patent and to claim priority.
3. ASI and TTM, as the fifty percent (50%) owners all right, title, and interest in said invention, hereby agree and license to ASI, the full and exclusive right to engage in research and/or development of this invention with Government funding.
4. This AGREEMENT may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and shall be effective when executed by both inventor and assignees.

**MIKHAIL GUTIN (INVENTOR)**

Mikhail Gutin, being duly sworn, deposes and says that he is the inventor of the subject invention, that he has read the annexed PATENT APPLICATION ASSIGNMENT AND LICENSING AGREEMENT and knows the contents thereof, that the same is true to his knowledge, and that he duly consents to the terms and conditions of this AGREEMENT.

by:

Mikhail Gutin

Mikhail Gutin  
307 Ridgewood Circle  
Albany, New York 12203

03/24/04

Date

Sworn to and subscribed before me this 24<sup>th</sup> day of March, 2004.

Jennifer Kane  
Notary Public

My commission expires:

JENNIFER KANE  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01KAG079072  
QUALIFIED IN RENSSELAER COUNTY  
MY COMMISSION EXPIRES AUG. 12, 2006

**APPLIED SCIENCE INNOVATIONS, INC. (ASI)**

Mikhail Gutin, being duly sworn, deposes and says that is the President of Applied Science Innovations, Inc. and is duly authorized to act in a legal capacity on behalf of the same, that he has read the annexed PATENT APPLICATION ASSIGNMENT AND LICENSING AGREEMENT and knows the contents thereof; that the same is true to his knowledge, and that he duly consents to the terms and conditions of this AGREEMENT.

by:

Mikhail Gutin

03/24/04

Mikhail Gutin  
President, Applied Science Innovations, Inc.  
1223 Peoples Avenue  
Troy, New York 12180

Date

Sworn to and subscribed before me this 24<sup>th</sup> day of March, 2004.

Jennifer Kane  
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**TTM SOLUTIONS, LLC (TTM)**

Russ Howell, being duly sworn, deposes and says that is the President of TTM Solutions, LLC and is duly authorized to act in a legal capacity on behalf of the same, that he has read the annexed PATENT APPLICATION ASSIGNMENT AND LICENSING AGREEMENT and knows the contents thereof; that the same is true to his knowledge, and that he duly consents to the terms and conditions of this AGREEMENT.

by:

Russ Howell

Russ Howell  
President, TTM Solutions, LLC  
4670 Los Poblanos Circle, NW  
Albuquerque, New Mexico 87107

3-30-04

Date

Sworn to and subscribed before me this 30 day of March, 2004.

Emily S. Becerra  
Notary Public

My commission expires: 6/13/04