

Form PTO-1595 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE  
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 OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):  
 Eugene R. COOPER (10/28/2004), David M. KLEINMAN (11/04/2004), Thierry NIVAGGIOLI (10/26/2004), Philippe JM DOR (10/26/2004), and Sreenivasu MUDUMBA (10/26/2004)  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: MacuSight, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address:  
32980 Alvarado-Niles Road, Suite 846

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: see Box 1, conveying parties

City: Union City  
 State: California Zip: 94587  
 Additional name(s) & address(es) attached:  Yes  No

4. Application number(s) or patent number(s):  
 If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_  
 A. Patent Application No.(s):  
10/945,682  
 B. Patent No.(s): \_\_\_\_\_  
 Additional numbers attached?  Yes  No


5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Philip D. Reilly  
MORRISON & FOERSTER LLP  
 Internal Address: Atty. Dkt.: 577962000100  
 Street Address:  
755 Page Mill Road  
 City: Palo Alto State: CA Zip: 94304

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  
 Authorized to be charged to credit card  
 (Form 2038 enclosed)

8. Deposit account number:  
03-1952  
 (Attach duplicate copy of this page if paying by deposit account)

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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.*  
Philip D. Reilly - 41,415  November 9, 2004  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

CH \$40.00 031952 10945682

Attorney Docket No.: 577962000100

**ASSIGNMENT  
JOINT**

THIS ASSIGNMENT, by Eugene R. COOPER; David M. KLEINMAN; Thierry NIVAGGIOLI; Philippe JM DOR; and Sreenivasu MUDUMBA (hereinafter referred to as the assignors), residing at 2621 Crum Creek Drive, Berwyn, Pennsylvania 19312; 56 Irvington Road, Rochester, New York 14620; 99 Lupin Lane, Atherton, California 94027; 22525 Balboa Road, Cupertino, California 95014-5454; and 30731 Canterbury Court, Union City, California 94587, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in TRANSSCLERAL DELIVERY, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/945,682 and filed on September 20, 2004; and

WHEREAS, MacuSight, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 32980 Alvarado-Niles Road, Suite 846, Union City, California 94587 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

10/28/04  
Date

Eugene R Cooper Eugene R Cooper 10/28/04  
Eugene R. COOPER

11/04/04  
Date

David M. Kleinman  
David M. KLEINMAN

10/26/04  
Date

Thierri NIVAAGIOLA  
Thierri NIVAAGIOLA

10/26/04  
Date

Philippe JM DOR  
Philippe JM DOR

10/26/04  
Date

Sreenivasu MUDUMBA  
Sreenivasu MUDUMBA