

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Janis T. Eells</td><td>05/28/2004</td></tr><tr><td>Margaret T. T. Wong-Riley</td><td>05/03/2004</td></tr><tr><td>Harry T. Whelan</td><td>05/11/2004</td></tr></tbody></table>		Name	Execution Date	Janis T. Eells	05/28/2004	Margaret T. T. Wong-Riley	05/03/2004	Harry T. Whelan	05/11/2004		
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Margaret T. T. Wong-Riley	05/03/2004										
Harry T. Whelan	05/11/2004										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>MCW Research Foundation, Inc.</td></tr><tr><td>Street Address:</td><td>8701 Watertown Plank Road</td></tr><tr><td>City:</td><td>Milwaukee</td></tr><tr><td>State/Country:</td><td>WISCONSIN</td></tr><tr><td>Postal Code:</td><td>53226</td></tr></table>		Name:	MCW Research Foundation, Inc.	Street Address:	8701 Watertown Plank Road	City:	Milwaukee	State/Country:	WISCONSIN	Postal Code:	53226
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
Fax Number: (414)271-3552 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 414-277-5742											
Email: md2@quarles.com											
Correspondent Name: Michelle L. Davis											
Address Line 1: 411 E. Wisconsin Ave.											
Address Line 2: Quarles & Brady LLP											
Address Line 4: Milwaukee, WISCONSIN 53202											
NAME OF SUBMITTER:	Jean C. Baker										
Total Attachments: 6 source=650053.91690#page1.tif source=650053.91690#page2.tif source=650053.91690#page3.tif											

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Assignment of Invention

This ASSIGNMENT of INVENTION is made as of the signature date(s) indicated at the end of this document by:

Janis T. Eells	of	Madison, Wisconsin,
Margaret T. T. Wong-Riley	of	Brookfield, Wisconsin, and
Harry T. Whelan	of	Whitefish Bay, Wisconsin

(herein "Assignor") and The MCWRF Research Foundation, Inc., (herein the "MCWRF"), a Wisconsin non-profit corporation with a principal office at 8701 Watertown Plank Road, Milwaukee, WI 53226.

In consideration of the payment by the MCWRF to Assignor of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to the MCWRF and the successors, assigns and legal representatives of the MCWRF the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in:

U.S. Patent Application No. 10/758,793 which was filed on January 16, 2004, entitled RED TO NEAR-INFRARED PHOTOBIMODULATION TREATMENT OF THE VISUAL SYSTEM IN VISUAL SYSTEM DISEASE OR INJURY, and claim benefit to U.S. provisional patent application Serial No. 60/440,816, filed on January 17, 2003

and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for the Invention by the above applications or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

2. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor further covenants that the MCWRF will, upon its request, be provided promptly with all pertinent facts and documents relating to the Invention and said Letters Patent and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to the MCWRF or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, the Invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

4. Assignor further agrees to maintain all information relative to the Invention, including any ideas, developments, and improvements thereof as confidential information of the MCWRF. Subject to the Patent Policy (the "Patent Policy") of The Medical College of Wisconsin, Inc. ("MCW"), the MCWRF shall have total discretion as to whether and when a patent application is to be filed on the Invention.

5. Subject to the Patent Policy and Assignor's continued compliance with this Assignment, the MCWRF shall bear any expense of preparing and prosecuting any patent application relating to the Invention.

6. MCWRF agrees that Assignor shall retain a non-exclusive, royalty-free license to use the Invention for research and educational purposes. Assignor agrees that this license may not be sublicensed, assigned or transferred to any other party.

7. Any royalty income which may be derived from the Invention shall be distributed in accordance with the Patent Policy.

8. Warranties and Liabilities, Disclaimer of Warranties and Liabilities.

a. Generally. Each of the parties represents and warrants to the other party as follows in this Section 8, and acknowledges that each of the following representations and warranties has been relied upon by the other party and is material to the other party's decision to enter into this Assignment.

b. Assignor's Right to Convey. Assignor warrants and represents that Assignor is the owner of all right, title and interest in the Invention, and that Assignor has the right and authority to grant the assignments of rights granted in this Assignment.

c. No Other Rights of Assignor. Assignor further warrants and represents that, with the exception of the rights described in Section 8(b) above, Assignor, individually or collectively, does not own, control, or have rights to enforce any patent or invention that corresponds to or claims any invention relating to the Invention.

d. No Litigation. Assignor further warrants and represents that there are no actions, suits, or proceedings pending against Assignor collectively or individually which relate directly or indirectly to the Invention.

e. General Warranty by Assignor. Assignor further warrants and represents that Assignor has the requisite power and authority to execute and perform this Assignment and to grant the rights provided for herein to the MCWRF, and that no obligations under this Assignment conflict with any obligation to any present or future employer.

f. General Warranty by MCWRF. MCWRF warrants and represents that it has the requisite power and authority, corporate and otherwise, to execute and perform this Assignment.

g. Limitations. MCWRF warrants and represents that its licensee(s) of the Invention and any patents issuing thereupon shall be required to assume responsibility for the design, manufacture, instructions for use, quality control and all safety-related activities relating to any products made under license, whether or not they incorporate any of Assignor's information, technology, and inventions relating to the Invention. Assignor shall not be responsible for the products of any licensee(s) of the MCWRF pursuant to this Assignment.

h. Indemnification. MCWRF shall use its best efforts to obtain from its licensee(s) of the Invention an agreement to indemnify, defend, and hold harmless Assignor from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys fees) arising out of or based upon any bodily injury or property damage arising from incorporation of the Invention by said licensee(s), including any and all ideas, developments and improvements of Assignor relating thereto and which are incorporated into products of said licensee(s). This indemnification shall be conditioned upon Assignor giving said licensee(s) written notice of any such claim and cooperating in the defense of such claim at said licensee(s) expense. Further, Assignor agrees that said licensee(s) shall have sole control over the defense or settlement of any such claim, action or proceeding, and that Assignor shall not enter into any agreement with respect to such claim, action or proceeding for which indemnification is or may be sought without receipt of said licensee(s) prior written approval.

9. If MCWRF elects at any time not to file or prosecute a patent application with respect to the Invention and not to license or attempt to license any rights relating to the Invention, then upon written notice from MCWRF to Assignor,

a. Except as provided in Section 9(b) and 9(c) below, all rights assigned hereunder to MCWRF shall be returned and transferred to Assignor as of the date of such notice;

b. MCWRF shall retain an irrevocable, world-wide, royalty free license to use the Invention, including any ideas, developments and improvements relating thereto in the research, educational and clinical programs of MCW, which license may be assigned to MCW at any time with or without notice to Assignor;

c. This Invention may be subject to the rights of third parties, including sponsors of research such as the Federal Government, and certain conditions set forth by the regulations appearing in 35 U.S.C. Section 202(d) and 37 CFR 401.9. Once MCWRF has waived its rights to the Invention, the third party may have to approve the requested assignment to Assignor. In the case of the Federal Government, the Federal Government may choose to retain rights if it believes that retention is in the public's best interest; and

d. Except as provided in this Section 9, MCWRF shall have no further obligation to Assignor under this Assignment or under the Patent Policy with respect to the Invention.

Upon the request of Assignor, MCWRF will promptly execute and deliver to Assignor or its legal representatives any and all papers, instruments or affidavits which may be necessary or desirable to the transfer of rights to the Invention to Assignor. Assignor covenants and agrees that it will make no assignment, sale, agreement, or encumbrance which would conflict with the license granted to MCWRF under this Section 9.

10. Miscellaneous. The laws of the State of Wisconsin and of the United States of America shall apply to the interpretation of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates indicated below.

ASSIGNOR(S):

WITNESSES:

Janis T. Eells
Hanna Zinsow

Janis T. Eells (SEAL)
Janis T. Eells

Date: *5/28/04*

STATE OF WISCONSIN)
COUNTY OF *Milwaukee*) ss.

Before me on this *28th* day of *MAY*, 2004, came Janis T. Eells to me known to be the person named in the foregoing Assignment and acknowledged the execution thereof to be his free act and deed.

(SEAL)

Robert J. Zinsow
Notary Public, State of Wisconsin

My Commission: *Expires October 31, 2004*

WITNESSES:

Amelia Brown

Margaret T. T. Wong-Riley (SEAL)
Margaret T. T. Wong-Riley

Date: 5/3/2004

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

Before me on this 3 day of May, 2004, came Margaret T. T. Wong-Riley to me known to be the person named in the foregoing Assignment and acknowledged the execution thereof to be his free act and deed.

(SEAL)

Jenny
Notary Public, State of Wisconsin
My Commission: 11-7-04

WITNESSES:

_____(SEAL)
Harry T. Whelan

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Before me on this _____ day of _____, 2004, came Harry T. Whelan to me known to be the person named in the foregoing Assignment and acknowledged the execution thereof to be his free act and deed.

(SEAL)

Notary Public, State of Wisconsin
My Commission: _____

WITNESSES:

_____(SEAL)
Margaret T. T. Wong-Riley

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Before me on this _____ day of _____, 2004, came Margaret T. T. Wong-Riley to me known to be the person named in the foregoing Assignment and acknowledged the execution thereof to be his free act and deed.

(SEAL)

Notary Public, State of Wisconsin

My Commission: _____

WITNESSES:

[Signature]
Catherine Barr

[Signature] (SEAL)
Harry T. Whelan

Date: 5/11/04

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

Before me on this 11th day of May, 2004, came Harry T. Whelan to me known to be the person named in the foregoing Assignment and acknowledged the execution thereof to be his free act and deed.

(SEAL)

[Signature]
Notary Public, State of Wisconsin

My Commission: Expires October 31, 2004

MCWRF:

_____(SEAL)

WITNESSES:

[Signature]

[Signature]

[Signature]
William R. Hendee, Executive Vice President

Date: 6-1-04

STATE OF WISCONSIN)
COUNTY OF Milwaukee) ss.

Before me on this 1st day of JUNE, 2004, came William R. Hendee to me known to be the person named in the foregoing Assignment and acknowledged the execution thereof to be his free act and deed.

(SEAL)

[Signature]
Notary Public, State of Wisconsin

My Commission: Expires October 31, 2004