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Conveying Party(ies)

- ☐ Mark if additional names of conveying parties attached

Name David ZacksExecution Date
Month Day Year

01/24/05

Name Joan W. Miller

01/20/05

Name

/ /

Name

/ /

Name

/ /

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name (line 1) Massachusetts Eye and Ear InfirmaryName (line 2) Address (line 1) 243 Charles StreetAddress (line 2) Address (line 3) Boston

MA

02114

City

State/Country

Zip Code

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OPR/FINANCE

Domestic Representative Name and Address

Enter for the first Receiving Party only.

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PATENT
REEL: 016321 FRAME: 0078

Correspondent Name and Address

Area Code and Telephone Number 617-570-1000

Name Patent Administrator

Address (line 1) Goodwin Procter LLP

Address (line 2) Exchange Place

Address (line 3)

Address (line 4) Boston, MA 02109

Pages Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

10/892,787

Patent Number(s)

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

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1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

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Enclosed ☒Deposit Account ☐

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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. Charges to deposit account are authorized, as indicated herein.

Daniel A. Wilson, Reg. No. 45,508

Name of Person Signing



Signature

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PATENT

REEL: 016321 FRAME: 0079

ASSIGNMENT

WHEREAS, We, David Zacks and Joan W. Miller have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

**METHODS AND COMPOSITIONS FOR PRESERVING
THE VIABILITY OF PHOTORECEPTOR CELLS**

and identified by

☐ Attorney Docket No. _____, and/or executed by us on even date herewith and about to be filed in the United States Patent Office; and

☒ Serial No. 10/892,787 filed in the United States Patent Office on July 16, 2004; and

WHEREAS, Massachusetts Eye and Ear Infirmary (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 243 Charles Street, Boston, Massachusetts, 02114, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

Inventor:

David Zacks
David Zacks

State of _____
County of _____

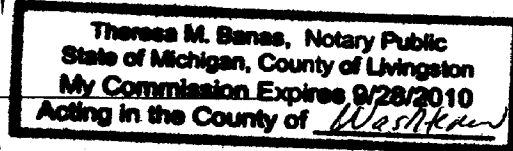
)
) ss

On this 24 day of January, 2005 before me, the undersigned Notary Public, personally appeared David Zacks, proved to me through satisfactory evidence of identification, which was/were Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Theresa M. Banas
Signature of Notary

(Seal)

My Commission Expires: _____



Inventor:

Joan W. Miller

Commonwealth of Massachusetts)
County of Suffolk) ss

On this 20 day of January, ²⁰⁰⁵~~2004~~, before me, the undersigned Notary Public, personally appeared Joan W. Miller, proved to me through satisfactory evidence of identification, which was/were hospital I.D., to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

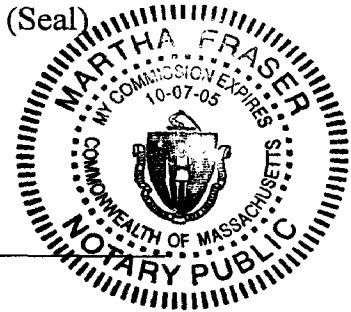
Martha Fraser
Signature of Notary

My Commission Expires: 10/07/2005

Notary Public

My Commission Expires: _____

(Seal)



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