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U.S. DEPARTMENT OF COMMERCE
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103091355



To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
RETINALYZE A/S

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: RETINALYZE DANMARK A/S
Internal Address: _____
Street Address: _____

c/o Sankt Lukas
Bernstorffsvej 20
DK-2900

City: Hellerup
State: Denmark
Country: _____ Zip: _____
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s): September 6, 2005
 Assignment Merger Change of Name
 Security Agreement Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
09/959,428
B. Patent No.(s)

Additional numbers attached? Yes No

6. Total number of applications and patents involved:

5. Name and address to whom correspondence concerning document should be mailed:
Name: Paul C. Lewis
BIRCH, STEWART, KOLASCH & BIRCH,
LLP

Internal Address: Atty. Dkt.: 2836-0121P
Street Address: 8110 Gatehouse Rd
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P.O. Box 747

City: Falls Church
State: VA Zip: 22040-0747
Phone Number: (703) 205-8000
Fax Number: (703) 205-8050
Email Address: mailroom@bskb.com

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: *Paul C. Lewis* September 27, 2005
Signature Date
Paul C. Lewis - 43,368
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents:

09/29/2005 DEYANE
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40.00 OP

Attorney Docket No. 2836-0121P

ASSIGNMENT

WHEREAS, RETINALYZE A/S, a corporation organized and existing under and by virtue of the laws of Denmark, having an office at Dr. Neergaards Vej 3, 1. DK-2970, Hørsholm, Denmark, is the owner of the entire undivided right, title and interest in and to U.S. Application No. 09/959,428 by previous assignment dated August 7, 2002;

WHEREAS, RETINALYZE DANMARK A/S, a corporation organized and existing under and by virtue of the laws of Denmark, having an office at c/o Sankt Lukas, Bernstorffsvej 20, DK-2900 Hellerup, Denmark, is desirous of acquiring the entire right, title and interest in and to the said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other valuable considerations, to me in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, the said RETINALYZE A/S, has sold, assigned and transferred and does hereby sell, assign and transfer unto the said RETINALYZE DANMARK A/S, its successors and assigns, its entire undivided right, title and interest in and to the said application and the invention therein contained, including all rights of action and damages for past infringement, and including the right to apply for any Letters Patent in the United States of America and in all foreign countries on said invention and including the right to claim the priority of the date of filing in the United States and any Letters Patent that may issue thereon, or therefor, in the United States and foreign countries and all reissues, extensions, renewals, divisions and continuations thereof, to the full end of the term or terms for which said Letters Patent may be issued, to be held and enjoyed by the said RETINALYZE DANMARK A/S, its successors and assigns the same as it would have been held and enjoyed by RETINALYZE A/S, if this assignment and sale had not been made.

AND, RETINALYZE A/S, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patents to the said RETINALYZE DANMARK A/S, in accordance with this instrument of assignment.

RETINALYZE A/S, hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that RETINALYZE A/S, will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and


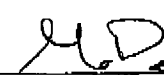
Attorney Docket No.: 2836-0121P

RETINALYZE A/S, binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to the said RETINALYZE DANMARK A/S, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the said RETINALYZE DANMARK A/S, its successors and assigns to file applications for the said improvements and invention in any country where it may elect to file such applications, and that may be necessary to vest in the said RETINALYZE DANMARK A/S, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, RETINALYZE A/S, further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to the said RETINALYZE DANMARK A/S, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by the said RETINALYZE DANMARK A/S, its successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, RETINALYZE A/S, has hereunto set its seal this Tues day of 9/a, 2005.

RETINALYZE A/S,
By: 
Title:  **Jens Erik Mohr Thygesen**
Øjenlæge
Sølystparken 13
2930 Klampenborg