

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Edward PEREZ	03/02/2006
RECEIVING PARTY DATA	
Name:	Tissue Engineering Refraction, Inc.
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6544286
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Total Attachments: 2 source=TSSN-N-Z003.00-US 20060302 signed assignment#page1.tif source=TSSN-N-Z003.00-US 20060302 signed assignment#page2.tif	

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PATENT  
REEL: 017275 FRAME: 0662

## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is by **Edward PEREZ, PhD, MD**, (the "Assignor" or Dr. Perez), an individual having an address at P.O. Box 61168, Palo Alto, California 94306 and is to **Tissue Engineering Refraction, Inc.**, (the "Assignee" or TER), a corporation organized under laws of Delaware, and having an address at P.O. Box 61168, Palo Alto, California 94306.

Dr. Perez has made certain inventions described in an application for patent, in a provisional application for patent, or in an issued patent in the United States specified below and wishes to assign to the TER, all rights, title, and interest in the specified application, provisional application, or patent, in the resulting U.S. and foreign patents and patent applications, and in the underlying inventions.

The ☐ application for patent or ☐ provisional application for patent, in either case having the title: \_\_\_\_\_, ☐ is filed with this Assignment, or ☐ was filed on \_\_\_\_\_, 200\_\_ and has the Serial Number \_\_\_\_\_.

The ☒ issued patent has the patent number 6,544,286 and was issued on April 8, 2003.

TER wishes to acquire the entire right, title, and interest in (a) the specified issued patent, application for patent, or provisional application for patent, (b) in all U.S. and foreign patent applications and patents based on the specified application for patent or provisional application for patent, and (c) in the underlying inventions.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Dr. Perez affirms that he has assigned and by this Assignment, does assign to TER, the entire right, title and interest (a) in the above-specified application for patent, provisional application for patent, or patent, (b) in all U.S. and foreign patent applications and patents based on the specified application for patent or provisional application for patent, (c) in the underlying inventions, (d) in any and all divisions, continuations, and continuations-in-part of the specified application for patent, (e) in all reissues or extensions of the specified patent or of patents based on the specified application for patent or provisional application for patent, and (f) all rights under the International Convention for the Protection of Industrial Property

Dr. Perez also covenants to TER, that, at the date of this Assignment, (a) Dr. Perez is the sole and lawful owner of the entire right, title, and interest in the in the above-specified application for patent, provisional application for patent, or patent, and in the underlying inventions, (b) that right, title, and interest is unencumbered, and (c) that Dr. Perez has the authority to convey that right, title, and interest in the manner provided in this Assignment.

Dr. Perez agrees that if this Assignment assigns a specified patent, Dr. Perez further assigns to TER the right to sue for and to collect damages for infringement occurring prior to the date of this Assignment.

Dr. Perez agrees that if this Assignment assigns a specified application for patent or provisional application for patent, the serial number for which is provided by the United States Patent and Trademark Office after the date of this Assignment, Dr. Perez agrees that TER may enter such serial number in the space provided above without affecting the assignments made herein.


Dr. Perez further agrees to provide assistance to TER, its successors, legal representatives, and assigns, by signing all papers and documents, taking all lawful oaths, and doing all acts necessary or required for :

- a) procurement, maintenance, enforcement, and defense of the above-specified application for patent, provisional application for patent, or patent and of the other patents and patent applications assigned herein, in any country;
- b) proceedings in connection with the underlying invention assigned herein, in any country;
- c) interference proceedings in connection with the above-specified application for patent, provisional application for patent, or patent,
- d) proceedings in connection with prosecution of any division, continuation, or continuation-in-part assigned herein, and
- e) proceedings in connection with the reissue, reexamination, or extension of any patent assigned herein,

where TER's counsel or the counsel representing TER's successors, legal representatives, or assigns, advises of the desirability or necessity of doing so. TER agrees to reimburse or to pay Dr. Perez's costs and expenses in providing such assistance. Such costs will include reimbursement of Dr. Perez's lost normal compensation.

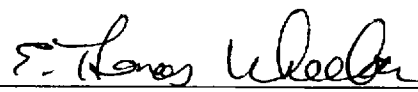
Dr. Perez requests the Director of the U.S. Patent and Trademark Office issue all U.S. patents assigned under this Assignment to TER.

3/2/06  
Date

  
\_\_\_\_\_  
Edward PEREZ

Tissue Engineering Refraction, Inc. accepts the assignment provided above.

03 MARCH 2006  
Date

  
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E. Thomas Wheelock, Vice President