

5-19-06



To the Director, U.S. Patent and Trademark Office

and original documents or copy thereof.

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<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1. Bernhard B. Sterling 2. James R. Braig 3. Peter Rule 4. Richard A. King</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: OptiScan Biomedical Corporation Street Address: 1105 Atlantic Avenue, Suite 101 City: Alameda State: California ZIP: 94501</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>1. March 21, 2006 2. March 21, 2006 3. March 22, 2006 4. March 22, 2006</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/316,523 Filing Date: December 21, 2005</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: OPTIS.153A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Enclosed</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Mark J. Kertz</u> Name of Person Signing</p> <p><u>Mark J. Kertz</u> Signature</p> <p><u>May 16, 2006</u> Date</p> <p>43,711 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 5</p>	

Documents transmitted via Mail to be recorded with required cover sheet information to:

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is by Bernhard B. Sterling, a USA citizen, residing at 882 El Pintado Road, Danville, California 94086; James R. Braig, a USA citizen, residing at 280 Mountain Avenue, Piedmont, California 94611; Peter Rule, a USA citizen, residing at 24183 Hillview Road, Los Altos Hills, California 94024; and Richard A. King, a UK citizen, residing at 527 Beloit Avenue Kensington, California 94708 (collectively, "ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled **SYSTEM AND METHOD FOR DETERMINING A TREATMENT DOSE FOR A PATIENT** and filed in the United States Patent and Trademark Office, on **December 21, 2005** as **Application No. 11/316,523** ("Application");

WHEREAS, **OptiScan Biomedical Corporation**, a Delaware Corporation, having offices at 1105 Atlantic Avenue, Suite 101, Alameda, California 94501 ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after this Assignment, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

Application No.: 11/316,523
Filing Date: December 21, 2005

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of Alameda County, California, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21st day of March, 2006.

Bernhard B. Sterling
Bernhard B. Sterling

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

On March 21, 2006, before me, Michele Laubach, personally appeared Bernhard B. Sterling personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(~~ies~~), and that by his signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Michele Laubach
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of MARCH, 2006.

James R. Braig
James R. Braig

STATE OF CALIFORNIA }

ss.

COUNTY OF ALAMEDA }

On March 21, 2006, before me, Michele Laubach, personally appeared James R. Braig personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(~~ies~~), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Michele Laubach
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22nd day of March, 2006.

Peter Rule
Peter Rule

STATE OF CALIFORNIA }

ss.

COUNTY OF ALAMEDA }

On March 22, 2006, before me, Michele Laubach, personally appeared Peter Rule personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he executed the

same in his authorized capacity(~~ies~~), and that by his signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Michele Laubach
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22nd day of March, 2006.

Richard A. King
Richard A. King

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

On March 22, 2006, before me, Michele Laubach, personally appeared Richard A. King personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(~~ies~~), and that by his signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Michele Laubach
Notary Signature