

10-10-06

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10-17-2006 103322200

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mark V. Weckwerth Tobin C. Island Robert E. Grove

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 19, 2004

2. Name and address of receiving party(ies)

Name: SpectraGenics, Inc.

Internal Address:

Street Address: 7083 Commerce Circle Suite I

City: Pleasanton State: CA Zip: 94588

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 02-19-2004

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gray Cary Ware & Freidenrich, LLP

Internal Address: Attn: Gerald T. Sekimura

Street Address: 153 Townsend Street

Suite 800

City: San Francisco State: CA Zip: 94107-1907

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

07-1896

DO NOT USE THIS SPACE

9. Signature. Statement. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true of the original document.

Gerald T. Sekimura, Reg. No. 30,103 Name of Person Signing

Gerald T. Sekimura Signature

2/19/2004 Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

112921 U.S. PTO 11/545963

10/16/2006 NJNMA 0000503 071896 11545963 40.00 DR

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ASSIGNMENT

WHEREAS Mark V. Weckwerth, Tobin C. Island, and Robert E. Grove made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled: **SELF-CONTAINED, DIODE-LASER-BASED DERMATOLOGIC TREATMENT APPARATUS AND METHOD**

_____ issued as U.S. Patent No. _____
 _____ filed as U.S. Serial No. _____ on _____
 filed herewith

WHEREAS, SpectraGenics, Inc., a California corporation, having a place of business at 7083 Commerce Circle, Suite I, Pleasanton, CA 94588, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, effective as of the date this document is executed, hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

6. Assignors hereby authorizes the Assistant Commissioner for Patent to record this Agreement.

IN WITNESS WHEREOF:

Dated this 19 day of FEB, 2004



 Mark V. Weckwerth

STATE OF CALIFORNIA)
 COUNTY OF ALAMEDA) ss.

On FEB 19, 2004 before me, ROBIN L. REYNAGA
 Notary Public, personally appeared Mark V. Weckwerth.

_____ personally known to me

or

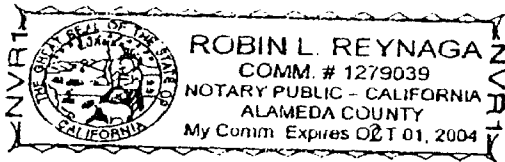
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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


 SIGNATURE OF NOTARY PUBLIC

(SEAL)



Gray Coys SF 3098298 1
 2502187 991300

IN WITNESS WHEREOF:

Dated this 19 day of Feb., 2004

Tobin C. Island
Tobin C. Island

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On FEB 19 2004 before me, ROBIN L. REYNAGA
Notary Public, personally appeared Tobin C. Island,

_____ personally known to me

or

X _____ 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/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their 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

Robin L. Reynaga
SIGNATURE OF NOTARY PUBLIC

(SEAL)

IN WITNESS WHEREOF:

Dated this 19th day of Feb, 2004


Robert E. Grove

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On FEB 19, 2004 before me, Robin L Reynaga
Notary Public, personally appeared Robert E. Grove,

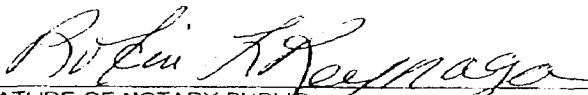
personally known to me

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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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


SIGNATURE OF NOTARY PUBLIC

(SEAL)

