

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Richard A. Hillstead	11/21/2006
Charles E. Larsen	11/21/2006
Roelof Trip	11/13/2006
Cory S. Anderson	11/12/2006
Eberhard Fritz	11/12/2006
Rainer Pintaske	11/12/2006
John N. Hendrick	11/12/2006
Benjamin W. Woodward	11/12/2006

**RECEIVING PARTY DATA**

<b>Name:</b>	NEOVISTA INC.
<b>Street Address:</b>	47865 Fremont Boulevard
<b>City:</b>	Fremont
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94538

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	11559958

**CORRESPONDENCE DATA**

Fax Number: (312)236-8176  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-236-8500  
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 Correspondent Name: Stephen B. Heller  
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 Address Line 2: Suite 2850  
 Address Line 4: Chicago, ILLINOIS 60606

**CH \$40.00 11559958**

ATTORNEY DOCKET NUMBER:

0314-0012.01

NAME OF SUBMITTER:

Stephen B. Heller

Total Attachments: 5

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Serial No. 11/559,958

Attorney Docket No. 0314-0012.01

Filed: November 15, 2006

### **ASSIGNMENT**

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Richard A. Hillstead, Charles E. Larsen, Roelof Trip, Cory S. Anderson, Eberhard Fritz, Rainer Pintaske, John N., Hendrick and Benjamin W. Woodward (hereinafter referred to as Assignors) assign to NEOVISTA INC. (hereinafter referred to as Assignee), a Delaware corporation, having a principal place of business at 47865 Fremont Boulevard, Fremont, California 94538, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in Assignors' invention or improvement in "METHOD AND APPARATUS FOR INTRAOCULAR BRACHYTHERAPY" as described in the Application executed by Assignor(s) on \_\_\_\_\_, filed on November 15, 2006, and assigned Serial No. 11/559,958, and in any and all other United States applications, regular and provisional, and applications in any and all countries which Assignors may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained or any of the said applications, and, if provisional, in any regular application referring thereto pursuant to 35 USC 119(e) or other internal priority legislation, and in any division, continuation, reexamination, reissue or extension of any of the foregoing.

Assignor(s) hereby authorize(s) and request(s) the attorneys of record in said application to insert in this Assignment the date and serial number of said application when officially known.

Assignors hereby authorize and request the Commissioner of Patents to issue any Letters Patent on said invention or improvement to NEOVISTA INC.

Assignors warrant that they are the owners of the entire right, title and interest in and to the invention and patent application herein assigned and have the right to make this assignment; and further warrant that there are no outstanding prior assignments, licenses, or other rights whatsoever (including, without limitation, shop rights) in the interest herein assigned.

For said considerations Assignors hereby agree upon the request and at the expense of said Assignee, its successors, legal representatives and assigns, to execute any and all regular, divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives and assigns may deem necessary or expedient.

For said consideration Assignors further agree upon the request of said Assignee, its successors, legal representatives and assigns, in the event of said application, or any

regular application referring thereto, or any continuation or division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in Interference or any other contested matter to cooperate to the best of their ability with said Assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement or other such document and giving and producing evidence in support thereof. Assignors further agree to perform, upon such request, any and all affirmative acts to obtain said Letters Patent, and vest all rights therein hereby conveyed in the said Assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said Assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

For said consideration, Assignors also assign to said Assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and Assignors agree upon the request of said Assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent thereof, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee.

Richard A. Hillstead

Richard A. Hillstead

Date: 11/21/06

SUBSCRIBED and SWORN to before me this 21<sup>st</sup> day of November, 2006.

M R Betancourt

NOTARY PUBLIC

M R BETANCOURT  
Notary Public, Gwinnett County, Georgia  
My Commission Expires February 23, 2010

\_\_\_\_\_  
Charles E. Larsen

Date: \_\_\_\_\_

SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
NOTARY PUBLIC

regular application referring thereto, or any continuation or division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in Interference or any other contested matter to cooperate to the best of their ability with said Assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement or other such document and giving and producing evidence in support thereof. Assignors further agree to perform, upon such request, any and all affirmative acts to obtain said Letters Patent, and vest all rights therein hereby conveyed in the said Assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said Assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made.

For said consideration, Assignors also assign to said Assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and Assignors agree upon the request of said Assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent thereof, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee.

\_\_\_\_\_  
Richard A. Hillstead

Date: \_\_\_\_\_

SUBSCRIBED and SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
NOTARY PUBLIC



\_\_\_\_\_  
Charles E. Larsen

Date: 11/21/06

SUBSCRIBED and SWORN to before me this 21<sup>st</sup> day of November, 2006.

  
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NOTARY PUBLIC

M R BETANCOURT  
Notary Public, Gwinnett County, Georgia  
My Commission Expires February 23, 2010

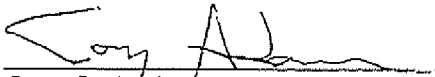


Reef of Trip

Date: 11/13/06

SUBSCRIBED and SWORN to before me this 13 day of November, 2006.

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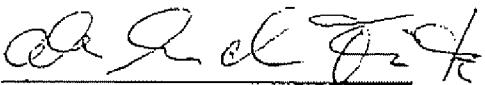


Cory S. Anderson

Date: 11/12/06

SUBSCRIBED and SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2006.

NOTARY PUBLIC



Eberhard Fritz

Date: 11/12/06

SUBSCRIBED and SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2006.

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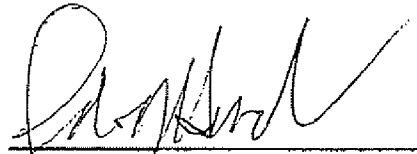


Rainer Pintaske

Date: 11/12/06

SUBSCRIBED and SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2006.

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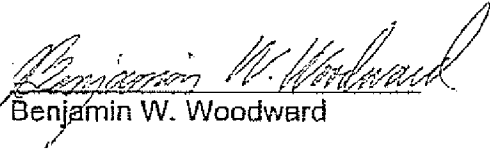


John N. Hendrick

Date: 11/12/06

SUBSCRIBED and SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2006.

NOTARY PUBLIC



Benjamin W. Woodward

Date: 11/12/06

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