PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

<table>
<thead>
<tr>
<th>Name</th>
<th>Execution Date</th>
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<tbody>
<tr>
<td>Roger A. Sabbadini</td>
<td>08/04/2006</td>
</tr>
<tr>
<td>Amy L. Cavalli</td>
<td>08/15/2006</td>
</tr>
<tr>
<td>William A. Garland</td>
<td>08/15/2006</td>
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</table>

RECEIVING PARTY DATA

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<tr>
<th>Name:</th>
<th>Lpath Therapeutics, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>6335 Ferris Square, Suite A</td>
</tr>
<tr>
<td>City:</td>
<td>San Diego</td>
</tr>
<tr>
<td>State/Country:</td>
<td>CALIFORNIA</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>92121</td>
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PROPERTY NUMBERS Total: 1

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<td>Application Number:</td>
<td>11261935</td>
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CORRESPONDENCE DATA

Fax Number: (858)350-9691

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8583509690

Email: lauren@biotechnologylawgroup.com

Correspondent Name: Daniel M. Chambers

Address Line 1: 527 N. Highway 101, Suite E

Address Line 4: Solana Beach, CALIFORNIA 92075-1173

ATTORNEY DOCKET NUMBER: LPT-3001-CP

NAME OF SUBMITTER: Daniel M. Chambers

Total Attachments: 4

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ASSIGNMENT AND AGREEMENT

WHEREAS, Roger A. Sabbadini, of 12509 Del Sol Road, Lakeside, CA 92040; Amy L. Cavalli, of 3011 Naugatuck Avenue, San Diego, CA 92117; and William A. Garland, of 310 Via Colibri, San Clemente, CA 92672; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled COMPOSITIONS AND METHODS FOR THE TREATMENT AND PREVENTION OF HYPERPROLIFERATIVE DISEASES for which an application for United States Letters Patent was filed on October 28, 2005, as Application No. 11/261,935; and

WHEREAS, Lpath Therapeutics, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 6335 Ferris Square, Suite A, San Diego, CA 92121-3249 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.
ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of BioTechnology Law Group the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of BioTechnology Law Group do not personally represent ASSIGNOR or ASSIGNOR'S legal
interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 4th day of August, 2006.

Roger A. Sabbadini

STATE OF CALIFORNIA  )
COUNTY OF SAN DIEGO  ) ss:

On this 5th day of August, 2006, before me, Mike O. Malaca, Notary Public, personally appeared ROGER A. SABBADINI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mike O. Malaca
Notary Public in and for said County and State

(Seal)

My Commission Expires: 12/24/08

[INTENTIONALLY LEFT BLANK]
Executed this 15th day of August, 2006.

Amy L. Cavalli

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On this 15th day of August, 2006, before me, Karla Bare, Notary Public, personally appeared AMY L. CAVALLI personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karla Bare
Notary Public in and for said County and State

My Commission Expires: December 17, 2008

Executed this 15th day of August, 2006.

William A. Garland

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On this 15th day of August, 2006, before me, Karla Bare, Notary Public, personally appeared WILLIAM A. GARLAND personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karla Bare
Notary Public in and for said County and State

My Commission Expires: December 17, 2008