

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Escalon Holdings, Inc.	02/27/2007
Escalon Medical Corp.	02/27/2007

RECEIVING PARTY DATA

Name:	IntraLase Corp.
Street Address:	9701 Jeronimo Road
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	4764930
Patent Number:	4848340
Patent Number:	4881808
Patent Number:	4901718
Patent Number:	4907586
Patent Number:	4988348
Patent Number:	5221988
Patent Number:	5246435
Patent Number:	5336215
Patent Number:	5439462
Patent Number:	5541951
Patent Number:	5548234
Patent Number:	5561678
Patent Number:	5993438

PATENT

500239277

REEL: 019009 FRAME: 0317

CH \$600.00 4764930

Patent Number:

6110166

CORRESPONDENCE DATA

Fax Number: (213)687-0498

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

Phone: 213-787-2500

Email: dmorse@cblh.com

Correspondent Name: Connolly Bove Lodge & Hutz LLP

Address Line 1: P. O. Box 2207

Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:

70054-00001

NAME OF SUBMITTER:

David M. Morse

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made as of February 27, 2007, by Escalon Holdings, Inc. ("Assignor") and Escalon Medical Corp. ("Escalon"), on behalf of themselves and each of their affiliates, subsidiaries, predecessors, successors and assigns in favor of IntraLase Corp., and its successors and assigns ("IntraLase" or "Assignee"). Assignor and Escalon are sometimes referred to as the "Escalon Parties".

WHEREAS, The Escalon Parties and Assignee have entered into a binding Agreement dated February 27, 2007, pursuant to which Assignor and Escalon have agreed to sell, transfer and assign certain intellectual property rights to Assignee (the "Settlement Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Escalon Parties and Assignee hereby agree as follows:

1. Definitions

"Intellectual Property" shall have the meaning set forth in that certain Settlement Agreement between the parties, dated of even date herewith, and that meaning is as follows: "Intellectual Property" shall include any intellectual property licensed to IntraLase pursuant to the License Agreement entered into between IntraLase and Escalon Medical Corp. in 1997, which was amended and restated in October 2000 (the "License Agreement") (including without limitation the "Licensed Patents" and the "Technology" as those terms are defined in the License Agreement) and any intellectual property and related rights derived or arising from the intellectual property licensed to IntraLase pursuant to the License Agreement, including without limitation, all intellectual property that is specified in Exhibit A and Exhibit B to this Assignment of Intellectual Property Agreement between the Parties dated February 27, 2007. Without limiting the generality of the foregoing, "Intellectual Property" shall also include with respect to any intellectual property and related rights derived or arising from the intellectual property licensed to IntraLase pursuant to the License Agreement, without limitation, any continuations, continuations-in-part, divisionals, reissues or reexaminations thereof, and any other rights which claim priority to or through the foregoing, and foreign counterparts thereto, and any derivative works developed therefrom, and any similar property or rights, however denominated, anywhere in the world, including all priority rights under the International Convention.

2. Representations and Warranties With respect to the Intellectual Property being assigned hereunder, Escalon and Assignor, on behalf of themselves, each other, and each of their respective affiliates, subsidiaries, predecessors, successors and assigns, hereby represent and warrant as follows:

2.1. Assignor is the sole and exclusive owner of all right, title and interest in and to all the Intellectual Property in the United States, including but not limited to the Intellectual Property included on Exhibit A, attached hereto. Escalon and/or Assignor is the

sole and exclusive owner of all right, title and interest in and to all the Intellectual Property outside of the United States, including but not limited to the Intellectual Property included on Exhibit B, attached hereto. Together, Assignor and Escalon solely and exclusively own all of Intellectual Property, anywhere in the world. Each item of Intellectual Property is owned solely and exclusively by Assignor and/or Escalon, free and clear of all claims, liens and encumbrances. Further, Assignor and Escalon have all requisite power and authority to assign their respective Intellectual Property as contemplated by this Agreement. Prior to the effectiveness of the assignment set forth herein, there has not been any transfer (by way of license, assignment or otherwise) to any third party of any right, title or interest in or to any Intellectual Property, nor has Escalon licensed or otherwise authorized any third party to retain any right to use any Intellectual Property that is or was owned by Assignor.

2.2. At the time of consummation of the transactions set forth herein, all Intellectual Property: (i) will be solely and exclusively owned by IntraLase; (ii) will be freely useable by IntraLase; and (iii) will be freely transferable, licensable, conveyable, and/or assignable by IntraLase to any entity located in any jurisdiction in the world other than to entities located in jurisdictions to which exports are generally prohibited pursuant to the export laws and regulations of the United States or as otherwise prohibited by applicable law; in each case without any restriction, constraint, control, payment obligation, supervision, or limitation whatsoever.

2.3. Neither this Agreement nor any of the transactions contemplated hereby will result in the grant of any right or license with respect to the Intellectual Property or any intellectual property of Assignee to any third party pursuant to any contract or license to which Assignor and/or Escalon is a party or by which any of their respective assets and properties are bound.

2.4. To the best of the Escalon Parties' knowledge and belief, the Intellectual Property is valid. Escalon and Assignor, to the best of their knowledge and information, have taken all necessary and appropriate steps to which they have been legally obligated pursuant to the License Agreement between the parties relative to the Intellectual Property to protect and preserve ownership of Intellectual Property and secure valid written assignments from all consultants, employees and other third parties who contributed to the creation or development of the Intellectual Property.

2.5. No Intellectual Property is subject to any order, action or proceeding, settlement, or "march in" right that restricts, or that could reasonably be expected to restrict, in any manner the use, transfer or licensing of any Intellectual Property by Assignee or that may affect the validity, use or enforceability of such Intellectual Property.

Assignee hereby agrees and acknowledges that the warranties and representations in Sections 2.4 and 2.5 shall not apply to any Intellectual Property to the extent that Assignee has not paid applicable maintenance fees in any jurisdiction, resulting in the termination of Assignee's rights in such Intellectual Property due to "abandonment."

3. **Transfer of Intellectual Property**

Assignor and Escalon hereby assign, sell, transfer and convey to Assignee, its successors and assigns, their full and complete right, title and interest in and to their respective Intellectual Property, free and clear of any and all claims, liens and encumbrances. Neither Assignor nor Escalon, nor any of their respective affiliates, subsidiaries, predecessors, successors or assigns, shall retain any right, title and interest therein.

4. **Miscellaneous**

4.1. **Notices.** All notices or other communications that shall or may be given pursuant to this Agreement, shall be in writing, in English, shall be sent by certified or registered air mail with postage prepaid, return receipt requested, by facsimile, telex or cable communication, or by hand delivery. Such communications shall be deemed given and received upon dispatch, if sent by facsimile, telex, or cable communication; or upon delivery if hand delivered; or within five (5) days of mailing, if sent by certified or registered air mail, and shall be addressed to the parties as set forth below or to such other addresses as the parties may designate in writing from time to time.

If to Escalon Medical:

Escalon Medical Corp.
565 E. Swedesford Road, Suite 200
Wayne, PA 19087
Attn: General Counsel
Fax: 610-688-3641

with a copy to:

Edwards, Angell Palmer & Dodge
919 N. Market Street, Suite 1500
Wilmington, DE 19801
Attn: John Reed, Esq.
Fax: 302-777-7263

If to Escalon Holdings, Inc.:

Escalon Holdings, Inc.
1314 King Street
Wilmington, DE 19801

with a copy to:

Edwards, Angell Palmer & Dodge
919 N. Market Street, Suite 1500
Wilmington, DE 19801
Attn: John Reed, Esq.

If to IntraLase:

IntraLase Corp.
9701 Jeronimo Road
Irvine, CA 92618
Attn: General Counsel
Fax: 949-461-3323

with a copy to:

Irell & Manella LLP
840 Newport Center Drive, Suite 400
Newport Beach, CA 92660
Attn: Andra Greene, Esq.
Fax: 949-760-5200

4.2. **Further Assurances.** The Escalon Parties agree to execute all such documents and take all such actions, at their respective expense, as may reasonably be required to fully vest in Assignee all right, title and interest in and to all of the Intellectual Property conveyed hereunder.

4.3. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the assignment of Intellectual Property and supersedes any and all prior agreements or understandings between the parties relating to such subject matter. Notwithstanding the foregoing, this Agreement shall be in addition to, and shall not be interpreted as limiting the Settlement Agreement. No person has any authority to make any representation or promise on behalf of any of the parties which is inconsistent with the representations set forth in the Agreement and the Agreement has not been executed in reliance on any promise or representation not set forth in the Agreement.

4.4. **Modification and Waiver.** None of the terms or provisions hereof shall be modified or waived, and this Agreement may not be amended or terminated, except by a written instrument signed by both parties hereto. No waiver of any one provision shall be considered a waiver of any other provision, and the fact that an obligation or right is waived for a period of time or in one instance shall not be considered to be a continuing waiver.

4.5. **Governing Law.** This Agreement and the rights and liabilities of the parties shall therefore be governed by Delaware law exclusive of issues arising under U.S. Federal patent law and regulations, which shall be governed by U.S. Federal law, regardless of the choice of laws provisions of Delaware or any other jurisdiction. Disputes hereunder shall be brought in federal or state court in Delaware.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Escalon Holdings, Inc.

IntraLase Corp.

By: [Signature]
Name: RJ DelAño
Title: CEO

By: _____
Name: _____
Title: _____

Escalon Medical Corp.

By: [Signature]
Name: RJ DelAño
Title: CEO

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

Escalon Holdings, Inc.

IntraLase Corp.

By: _____

By: Robert J. Palumiano

Name: _____

Name: Robert J. Palumiano

Title: _____

Title: President and CEO

Escalon Medical Corp.

By: _____

Name: _____

Title: _____

EXHIBIT A

Intellectual Property Schedule - U.S. Patents*

4,764,930	Multiwavelength Laser Source
4,848,340	Eyetracker and Method of Use
4,881,808	Imaging System for Surgical Lasers
4,901,718	3-Dimensional Laser Beam Guidance System
4,907,586	Method for Reshaping the Eye
4,988,348	Method for Reshaping the Cornea
5,221,988	Pockel Cell Damping System
5,246,435	Method for Removing Cataractous Material
5,336,215	Eye Stabilizing Mechanism for Use in Ophthalmic Laser Surgery
5,439,462	Apparatus for Removing Cataractous Material
5,541,951	Device and Method for High-Power End Pumping
5,548,234	System and Method for Control of a Pockel's Cell
5,561,678	Time-Sharing Laser
5,993,438	Intrastromal Photorefractive Keratectomy
6,110,166	Method For Corneal Laser Surgery

*Based upon IntraLase documentation in Escalon's files, certain Intellectual Property included in this Exhibit A may have been abandoned by IntraLase. To the extent that any Intellectual Property included in this Schedule has been abandoned by IntraLase, the representations and warranties set forth in Sections 2.4 and 2.5 shall not apply to such abandoned Intellectual Property.