

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Anthony P. CAPPO & Gregory BENNETT

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) March 28 & March 31, 2007

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Osmopen, LLC

Internal Address: \_\_\_\_\_

Street Address: 4910 Massachusetts Avenue, Suite 21

City: \_\_\_\_\_

State: N.W. Washington D.C.

Country: United States

Zip: 20016

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/030,839

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: R. Neil Sudol

Internal Address: \_\_\_\_\_

Street Address: Coleman Sudol Sapone, P.C.

714 Colorado Avenue

City: Bridgeport

State: CT Zip: 06605-1601

Phone Number: 203-366-3560

Fax Number: 203-366-6779

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 04-0838

Authorized User Name R. Neil Sudol

**9. Signature:**

R. Neil Sudol  
Signature

April 10, 2007

Date

R. Neil Sudol

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 040838 11030839

## PATENT ASSIGNMENT

WHEREAS, **Anthony P. Cappo**, an individual residing 135 West 20<sup>th</sup> Street, #303, New York, NY 10011 ("Cappo") and **Gregory Bennett**, an individual residing at 360 East 65<sup>th</sup> Street, Apt. 8E, New York, NY 10021, ("Bennett" and together with Cappo, hereinafter "ASSIGNOR"), is the owner or co-owner of certain issued patents and/or certain inventions or improvements for which applications for Letters Patents have been made, all of which are listed on Schedule A hereto (hereinafter, the "Patents"); and

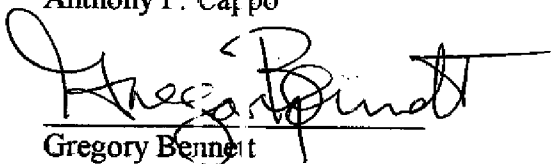
WHEREAS, Osmopen, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with an office at 4910 Massachusetts Avenue, Suite 21, N.W. Washington, D.C. 20016, United States of America (hereinafter, the "ASSIGNEE"), is desirous of acquiring all right, title and interest owned by ASSIGNOR in and to the Patents in any and all countries.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, sell, transfer, convey and grant to ASSIGNEE, its successors and assigns all right, title and interest owned by ASSIGNOR in and to said Patents and any and all continuations, divisions and renewals of and substitutes for the Patents and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all countries, and to re-issue or reissues or extension or extensions of said Letters Patent, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, and hereby assign to and authorize said ASSIGNEE to file applications for Letters Patent in all countries, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, re-issued or extended as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale, transfer and conveyance not been made.

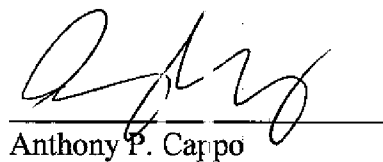
It is hereby covenanted that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that he will each time request is made and without delay execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patents in said ASSIGNEE, its successors, assigns, nominees or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominees all known facts respecting said Patents, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, re-issue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said Patents, inventions or improvements in any and all countries, all at the reasonable expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has executed this Patent Assignment as  
of this 28 day of MARCH, 2007.

\_\_\_\_\_  
Anthony P. Caputo

  
\_\_\_\_\_  
Gregory Bennett

IN WITNESS WHEREOF, ASSIGNOR has executed this Patent Assignment as  
of this 31<sup>st</sup> day of March, 2007.

  
\_\_\_\_\_  
Anthony P. Carpo

\_\_\_\_\_  
Gregory Bennett

**Schedule A**

“Surface plasmon resonance based nanoliter tear osmometer”, Provisional Patent Application  
No. 11/030839 (filed January 7, 2005).