

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOTEX, INC.	11/01/2005
RECEIVING PARTY DATA	
Name:	VISUALASE, INC.
Street Address:	8058 El Rio Street
City:	Houston
State/Country:	TEXAS
Postal Code:	77054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6671535
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1405-BIOTEX01-C1
NAME OF SUBMITTER:	John R. Schell
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is entered into as of August 31, 2005 (the "Effective Date"), by and between BIOTEX, INC., a Texas corporation (the "ASSIGNOR") and VISUALASE, INC., a Delaware corporation (the "ASSIGNEE"). The ASSIGNOR and ASSIGNEE may each be referred to herein individually as a "Party" and, collectively, as the "Parties."

WHEREAS, ASSIGNOR is the owner of the following U.S. patents (the "Patents"): (i) U.S. Patent No. 6,542,767, issued on April 1, 2003, titled "Method and System for Controlling Heat Delivery to a Target" and (ii) U.S. Patent No. 6,671,535, issued on December 30, 2003, titled "Method and System for Controlling Heat Delivery to a Target";

WHEREAS, ASSIGNOR is the owner of the following patent applications (the "Patent Applications"): U.S. Application Serial No. 10/703,304, filed on November 1, 2003, titled "Cooled Laser Fiber for Improved Thermal Therapy" together with a PCT Application filed on November 1, 2004 claiming priority thereto;

WHEREAS, ASSIGNOR and ASSIGNEE are Parties to a Contribution Agreement dated August 31, 2005, pursuant to which ASSIGNOR agrees to assign to ASSIGNEE its right, title, and interest in and to the Patents and Patent Applications described herein; and

WHEREAS, ASSIGNEE is desirous of acquiring the Patents and Patent Applications from ASSIGNOR, and ASSIGNOR is desirous of assigning said Patent and Patent Applications to ASSIGNEE;

NOW, THEREFORE, in consideration of the Contribution Agreement executed between ASSIGNOR and ASSIGNEE and for other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. ASSIGNOR does hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, and ASSIGNEE does hereby accept from ASSIGNOR, all of ASSIGNOR's right, title, and interest in and to the Patents and Patent Applications, the inventions therein shown and described, and any improvements on said inventions heretofore or hereafter made, and all patents, U.S. and foreign, to be granted upon any of the Patent Applications or for the inventions thereof, and any and all divisions, continuations, continuations-in-part, registrations, reissues, reexaminations, renewals, and extensions of said Patents and Patent Applications or patents issued thereon, and all rights for past or present infringement related to said Patents or Patent Applications or patents issued thereon.

2. ASSIGNOR does hereby authorize and request the Commissioner of Patents to register all Patents and issue all patents upon any Patent Applications, or for the invention or inventions thereof, in the name of ASSIGNEE, in accordance with this Agreement.

3. ASSIGNOR hereby covenants and agrees that it will sign all lawful papers required to vest in ASSIGNEE the legal title in and to the Patents and Patent Applications and

necessary for the full and proper prosecution and enforcement of the Patents and Patent Applications.

4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5. This Agreement, together with the Contribution Agreement, constitutes the sole understanding of the Parties with respect to the subject matter hereof and supersedes and merges herein any previous agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date provided herein.

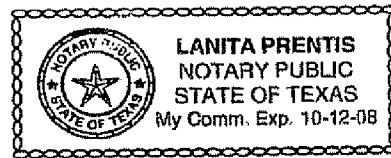
BIOTEX, INC.

[Signature]
Signature
ROGER MCNICHOLS
Name
VICE PRESIDENT
Title

VISUALASE, INC.

[Signature]
Signature
ASHOK GOWDA
Name
PRESIDENT
Title

STATE OF TEXAS §
COUNTY OF HARRIS §



On this 1st day of November, 2005, before me personally appeared the above named ASSIGNOR, ROGER MCNICHOLS of BIOTEX, INC, who being duly sworn, acknowledged to me that he is the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same or his own free will for the purposes and consideration therein set forth.

[Signature]
Notary Public

SEAL

My commission expires: 10-12-2008