

03-11-2008



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To the Director of the U.S. Patent and Tr

documents or the new address(es) below.

1. Name of conveying party(ies)

Execution Date(s)

Name: Joseph M. Schmit

02/22/2008

Name:

/ /

Name:

/ /

Name:

/ /

Name:

/ /

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

2. Name and address of receiving party(ies)

Name (In1): LightLab Imaging, Inc.

Name (In2):

Address: 1 Technology Park Drive

Address:

City: Westford

State: MA Zip: 01886

Country: USA

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

3. Submission Type

New

Resubmission (Non-Recordation) Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

4. Nature of conveyance

Assignment

Merger

Security Agreement

Change of Name

Other

5. Application or patent number(s):

A. Patent Application No(s).

12/008,403

This document is being filed together with a new application.

B. Patent No(s).

Additional numbers attached? Yes No

OPR/FINANCE
2008 MAR 10 AM 10:35

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

Name: Patent Administrator

Address: Kirkpatrick & Lockhart Preston Gates Ellis LLP
State Street Financial Center

Address: One Lincoln Street

City, State: Boston, MA

Zip: 02111-2950

Phone No.: 617-261-3100

Fax No.: 617-261-3175

7. Total number of applications and patents involved: 1

8. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

Check enclosed

Authorized to be charged to Deposit Account No. 50-1721

Authorized to charge required additional fees to Deposit Account:
 Yes No

Charges to deposit account are authorized as indicated herein.

9. Signature:

James E. Fajkowski
Signature

03/10/2008 NJAMA1 00000069 12006403

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3.5.08

Date

40.00 00

James E. Fajkowski
Name of Person Signing

54,089
Registration No.

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

3

ASSIGNMENT

WHEREAS, I, Joseph M. Schmitt, have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

Methods and Apparatus for Swept-Source Optical Coherence Tomography

and identified by

Attorney Docket No. LLI-007, and/or executed by me on even date herewith and about to be filed in the United States Patent Office; and

Serial No. 12/008,403 filed in the United States Patent Office on January 10, 2008; and

WHEREAS, LightLab Imaging, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 1 Technology Park Drive, Westford, Massachusetts 01886, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

PATENT

REEL: 020639 FRAME: 0076

AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, I do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date set forth below.

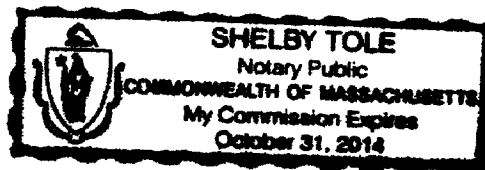
Inventor: Joseph M. Schmitt
Joseph M. Schmitt

Commonwealth of Massachusetts)
County of) ss

On this 22 day of February, 2008, before me, the undersigned Notary Public, personally appeared Joseph M. Schmitt, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Shelby Tole
Signature of Notary

(Seal)



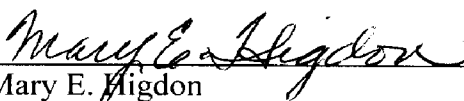
My Commission Expires: 10/31/2014

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Schmitt CONFIRMATION NO.: 9048
SERIAL NO.: 12/008,403 GROUP NO.: 2877
FILING DATES: January 10, 2008 EXAMINER: Not yet assigned
TITLE: Methods and Apparatus for Swept-Source Optical Coherence Tomography

CERTIFICATE OF FIRST CLASS MAILING UNDER 37 C.F.R. 1.8

I hereby certify that this correspondence, and any document(s) referred to as enclosed herein, is/are being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on this 5th day of March, 2008.


Mary E. Higdon

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Submitted herewith is/are:

1. Assignment Recordation Form Cover Sheet (1 pg.);
2. Copy of Executed Assignment (2 pgs.);
3. Return Receipt Postcard.