

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
Oculir, Inc.	03/07/2008

RECEIVING PARTY DATA

Name:	John F. Burd
Street Address:	3525A Del Mar Heights Road #398
City:	Del Mar
State/Country:	CALIFORNIA
Postal Code:	92130

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	11196788
Patent Number:	6975892
Application Number:	11122472
Application Number:	11420076
Application Number:	11460145
Application Number:	11460173
Application Number:	11460162
Application Number:	11460186
Application Number:	11460191
Application Number:	11837146
Patent Number:	6968222

CORRESPONDENCE DATA

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CH \$440.00 11196788

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ATTORNEY DOCKET NUMBER:

115593-01

NAME OF SUBMITTER:

Stephen C. Beuerle

Total Attachments: 5

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ASSIGNMENT

ASSIGNOR: Oculir, Inc.
3525A Del Mar Heights Road # 398
San Diego, CA 92130

ASSIGNEE: John F. Burd
3525A Del Mar Heights Road # 398
San Diego, CA 92130

ASSIGNED SUBJECT MATTER

1. *"Assigned Patents"* to include all patents and patent applications identified on Schedule A, any patents issuing on any patent applications identified on Schedule A, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing.

2. *"Related Rights"* to include all rights and causes of action to enforce the rights associated with each Assigned Patent in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any of the Assigned Patents in all relevant jurisdictions and all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Assigned Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

NOW, THEREFORE, in exchange for one hundred dollars (\$100), the receipt of which from ASSIGNEE is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the Assigned Patents and Related Rights.

The ASSIGNOR hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

The ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue the Assigned Patents to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

The ASSIGNOR further agrees that it will communicate to ASSIGNEE any facts known to it respecting the Assigned Patents and Related Rights, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid ASSIGNEE to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the Assigned Patents.

The terms and conditions of this Assignment shall inure to the benefit of ASSIGNEE, his successors, assigns and other legal representatives, and shall be binding upon the ASSIGNOR, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has made this assignment effective as of March 7, 2008.

“ASSIGNOR”

Oculir, Inc., a Delaware corporation

(Notarization Required)

By: [Signature]
Name: Michael J. Walsh
Title: Chairman of the Board

State of California
County of San Diego

On this ___ day of _____, 2008, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

SEE ATTACHMENT FOR
OFFICIAL NOTARIZATION

WITNESS, my hand and official seal.

Accepted as of March 7, 2008

“ASSIGNEE”

By: [Signature]
John F. Burd

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On March 7, 2008 before me, Jozannah Stimmel, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John Frederick Burd and
Name(s) of Signer(s)

Michael Joseph Walsh

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Stimmel
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment

Document Date: 3/7/08 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

SCHEDULE A
("Assigned Patents")

ITEM #	Oculir Matter Number	Serial # or Patent #	Priority (P) or File (F) or Issue (I) Date	Title Subject Matter
1	Oculir02US	10/428,410	F: 05/02/03	Title: Methods And Device For Non-Invasive Analyte Measurement The Basic Oculir Approach - Conjunctiva, Analyte, Mid-IR
		6,968,222	I: 11/22/05	
	Oculir05EP	4760590.2	P: 05/02/03 F: 04/27/04	
	Oculir05JP	2006513353	P: 05/02/03 F: 04/27/04	
2	Oculir04US	10/824,214	P: 10/21/03	Title: Methods for Non-Invasive Analyte Measurement From the Conjunctiva Glucose Measurements using all types of electromagnetic radiation on the conjunctiva
		6,975,892	F: 04/14/04	
			I: 12/13/05	
	Oculir04ACON	11/122,472	P: 10/21/03 F: 05/05/05	Title: Devices and Methods for Non-Invasive Analyte Measurement Expanded claims to cover all analytes on conjunctiva with all electromagnetic radiation
3	Oculir06US	11/196,788	P:08/03/04	Title: Combination Non-Invasive Analyte Measurement And Wireless Communication Device And Method Of Using The Same A. Non-invasive glucose measuring device incorporated into a cell phone/wireless device B. Subscription service model for a fixed number of uses
			F:08/03/05	
4	Oculir07US	11/460,145	P: 10/21/03 F: 07/26/06	Title: Wireless Non-Invasive Analyte Measurement Device Wireless service needed to keep device active. Allows shut off of device remotely.
	Oculir07PCT	PCTUS0773460	P: 07/26/06 F: 07/13/06	

5	Oculir08US	11/460,162	P: 10/21/03	Title: Apparatus And Method Of Use For Non-Invasive Analyte Measurement Use of a 100 test use card (disposable for a non-invasive system)
	Oculir08PCT	PCTUS0773463	F: 07/26/06 P: 07/26/06 F: 07/13/06	
6	Oculir09US	11/460,173	P: 10/21/03	Title: Combination Analyte Measurement Device And Method Of Use Incorporation of a blood glucose test strip reader into a non-invasive glucose testing system
	Oculir09PCT	PCTUS0773472	F: 07/26/06 P: 07/26/06 F: 07/13/06	
7	Oculir10US	11/460,186	P: 10/21/03	Title: Non-Invasive Analyte Measurement Device For Measuring Tears And Other Ocular Elements Using Electromagnetic Radiation And Method Of Using The Same Methods to study layers of tears and conjunctiva, e.g. confocal approaches
	Oculir10PCT	PCTUS0773484	F: 07/26/06 P: 07/26/06 F: 07/13/06	
8	Oculir11US	11/460,191	P: 10/21/03	Title: Non-Invasive Analyte Measurement Glasses And Method Of Use Ways of making continuous readings on the eye.
	Oculir11PCT	PCTUS0773487	F: 07/26/06 P: 07/26/06 F: 07/13/06	
9	Oculir12US	11/420,076	P: 10/21/03	Title: Methods For Non-Invasive Analyte Measurement Algorithms for performing non-invasive glucose measurements
	ABANDON 2/7/08 Oculir12PCT	PCTUS0769454	F: 05/24/06 P: 05/24/06 F: 05/22/07	
	Oculir13US (CIP of Oculir12US) ABANDON 2/7/08	11/837,146	P: 10/21/03 F: 08/10/07	Expanded claims for other algorithms