

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Herbst Lazar Bell Inc.	01/16/2009
RECEIVING PARTY DATA	
Name:	TearScience, Inc.
Street Address:	1101 G Aviation Parkway
City:	Morrisville
State/Country:	NORTH CAROLINA
Postal Code:	27560
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29329613
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ATTORNEY DOCKET NUMBER:	1158-026 - HLB TO TS
NAME OF SUBMITTER:	Steven N. Terranova
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 REEL: 022226 FRAME: 0478

ASSIGNMENT

This Assignment is made by Herbst Lazar Bell Inc., 355 North Canal Street, City of Chicago, County of Cook, State of Illinois, hereinafter referred to as assignor.

WITNESSETH: That,

WHEREAS, assignor is the owner of certain new and useful improvements in **OCULAR IMAGING APPARATUS**, U.S. Patent Application Serial No. 29/329,613, filed December 18, 2008.

WHEREAS, TearScience, Inc., 1101 G Aviation Parkway, Town of Morrisville, County of Wake, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all utility patent applications and Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all utility patent applications, continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, 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 and enjoyed by the assignor had this assignment not been made.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents assignor is the lawful owner of the right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that assignor has good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, assignor hereby covenants and agrees to and with the said assignee, its successors and assigns, that assignor will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

Assignor hereby requests the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and assignor hereby authorizes and empowers the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its

successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and assignor hereby covenants and agrees to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

Further, said sale, conveyance, assignment, and transfer includes, without limitation, the rights to enforce, assert, and sue for past, present, and future infringement of the Patent(s), and the rights to recover and collect for past, present, and future damages related to the Patent(s).

IN WITNESS WHEREOF, assignor hereunto sets our hand and seal.

1/16/09
Date

F. G. Pearson
Herbst Lazar Bell Inc.
Name: Ford G Pearson
Title: President

Attorney Docket: 1158-026