

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor: The General Hospital Corporation, d/b/a/ Massachusetts General Hospital previously recorded on Reel 022764 Frame 0018. Assignor(s) hereby confirms the License.												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>The General Hospital Corporation, d/b/a/ Massachusetts General Hospital</td> <td style="text-align: center;">08/05/2008</td> </tr> <tr> <td>Massachusetts Eye And Ear Infirmary</td> <td style="text-align: center;">08/07/2008</td> </tr> </tbody> </table>		Name	Execution Date	The General Hospital Corporation, d/b/a/ Massachusetts General Hospital	08/05/2008	Massachusetts Eye And Ear Infirmary	08/07/2008						
Name	Execution Date												
The General Hospital Corporation, d/b/a/ Massachusetts General Hospital	08/05/2008												
Massachusetts Eye And Ear Infirmary	08/07/2008												
RECEIVING PARTY DATA													
Name:	Aura Medsystems, Inc.												
Street Address:	11 Penn Plaza, 5th Floor												
City:	New York												
State/Country:	NEW YORK												
Postal Code:	10001												
PROPERTY NUMBERS Total: 5													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10732032</td> </tr> <tr> <td>Application Number:</td> <td>11204958</td> </tr> <tr> <td>Application Number:</td> <td>11710843</td> </tr> <tr> <td>Patent Number:</td> <td>7331350</td> </tr> <tr> <td>Patent Number:</td> <td>7073510</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10732032	Application Number:	11204958	Application Number:	11710843	Patent Number:	7331350	Patent Number:	7073510
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Application Number:	11710843												
Patent Number:	7331350												
Patent Number:	7073510												
CORRESPONDENCE DATA													
Fax Number:	(203)399-5822												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													

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Email: jsimmons@mccarter.com
Correspondent Name: Basam E. Nabulsi
Address Line 1: Financial Centre, Suite 304A
Address Line 2: 695 East Main Street
Address Line 4: Stamford, CONNECTICUT 06901-2138

ATTORNEY DOCKET NUMBER:	117610.00001
NAME OF SUBMITTER:	Basam E. Nabulsi
Signature:	/Basam E. Nabulsi/
Date:	06/04/2009

Total Attachments: 30

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PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
The General Hospital Corporation, d/b/a/ Massachusetts General Hospital	08/05/2008
Massachusetts Eye And Ear Infirmary	08/07/2008
RECEIVING PARTY DATA	
Name:	Aura Medsystems, Inc.
Street Address:	11 Penn Plaza, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7331350
Patent Number:	7073510
Application Number:	10732032
Application Number:	11204958
Application Number:	11710843

CORRESPONDENCE DATA

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Phone: 203-399-5920
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Correspondent Name: Basam E. Nabulsi
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Address Line 2: 695 East Main Street
Address Line 4: Stamford, CONNECTICUT 06901-2138

ATTORNEY DOCKET NUMBER:

117610.00001

NAME OF SUBMITTER:

Basam E. Nabulsi

Signature:

/Basam E. Nabulsi/

Date:

06/02/2009

Total Attachments: 27

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Receipt Date: 06/02/2009
Fee Amount: \$200

THE GENERAL HOSPITAL CORPORATION
EXCLUSIVE PATENT LICENSE AGREEMENT

MGH Agreement No: _____
MGH Case No: 1571 and 1576
MEEI Case 02035

This License Agreement ("Agreement") is made as of the 29th day of July, 2008 ("Effective Date"), between and among Aura Medsystems, Inc., a Delaware corporation, having a principal place of business at 11 Penn Plaza, 5th Floor, New York, NY 10001 ("Company") and The General Hospital Corporation, d/b/a Massachusetts General Hospital, a not-for-profit Massachusetts corporation, with a principal place of business at 55 Fruit Street, Boston, Massachusetts 02114 ("MGH"), Massachusetts Eye and Ear Infirmary a not-for-profit Massachusetts corporation, with a principal place of business 243 Charles Street, Boston MA 02114 ("MEEI") (MGH and MEEI collectively "Hospital"), each referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

MGH, as a center for patient care, research and education, is the owner of certain Patent Rights (defined below) and desires to grant a license of those Patent Rights to Company in order to benefit the public by disseminating the results of its research via the commercial development, manufacture, distribution and use of Products (defined below).

MEEI, as a center for patient care, research and education, is the owner of certain Patent Rights (defined below) and desires to grant a license of those Patent Rights to Company in order to benefit the public by disseminating the results of its research via the commercial development, manufacture, distribution and use of Products (defined below).

Company has the capability to commercially develop, manufacture, distribute and use Products for public use and benefit and desires to license such Patent Rights

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings, unless the context requires otherwise.

REDACTED

MEEI 751660zv.1

1.5 "License Field" shall mean any and all uses of Patent Rights and Technological Information.

1.6 "License Territory" shall mean worldwide.

REDACTED

1.8 "Patent Rights" shall mean the U.S. patents/patent applications: UTIL allowed: 09/781,577 (now US 7,331,350), CIP 10/094,120 (now US 7,073,510), CIP 10/732,032, DIV 11/204,958, DIV 11/710,843 or the equivalent of such application including any division, continuation (and continuations-in-part to the extent the claims are supported by any of the foregoing patent applications and/or patents that issue based thereon; and are entitled to such priority filing date of foregoing patents and patent applications) or any foreign patent application or Letters Patent or the equivalent thereof issuing thereon or reissue, reexamination or extension thereof, as may be further described in Appendix A.I.

1.10 "Product" shall mean any article, process, device, composition, method or service, the manufacture, use, performance or sale of which, in whole or in part:

- (a) absent the license granted hereunder would infringe one or more Claims of Patent Rights;
or
- (b) employs, is based upon or is derived from Technological Information.

REDACTED

2. LICENSE

2.1 Grant of License.

- (a) Subject to the terms of this Agreement and MGH's and MEBI's respective rights in Patent Rights and Technological Information, MGH and MEBI hereby grant to Company in the License Field in the License Territory:
- (i) an exclusive, royalty-bearing license under its rights in Patent Rights to make, have made, use, have used, Sell and have Sold Products;
 - (ii) the right to grant sublicensees under the rights granted in Section 2.1(a)(i) to Sublicensees, provided that in each case Company shall be responsible for the performance of any obligations of Sublicensees relevant to this Agreement as if such performance were carried out by Company itself, including, without limitation, the payment of any royalties or other payments provided for hereunder, regardless of whether the terms of any sublicense provide for such amounts to be paid by the Sublicensee directly to Hospital; and
 - (iii) the non-exclusive right to use Technological Information disclosed by or on behalf of Hospital to Company hereunder in accordance with this Agreement.
- (b) The license granted in Section 2.1(a) above includes:
- (i) the right to grant to the final purchaser, user or consumer of Products the right to use such purchased Products in a method coming within the scope of Patent Rights within the License Field and License Territory; and
 - (ii) the right to grant a Distributor the right to Sell (but not to make, have made, use or have used) such Products for or on behalf of Company, its Affiliates and Sublicensees in a manner consistent with this Agreement.
- (c) The foregoing license grant shall include the grant of such license to any Affiliate of Company, provided that such Affiliate shall assume the same obligations as those of Company and be subject to the same terms and conditions hereunder; and further provided that Company shall be responsible for the performance of all of such obligations and for compliance with all of such terms and conditions by Affiliate. Company shall provide to Hospital a fully signed, non-redacted copy of each agreement with each Affiliate that assumes the aforesaid obligations, including all exhibits, attachments and related documents and any amendments, within thirty (30) days of request by Hospital.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

AURA MEDSYSTEMS, INC.

THE GENERAL HOSPITAL CORPORATION D/B/A
MASSACHUSETTS GENERAL HOSPITAL

BY: Alfred Fine
Name:

BY: L. Ponzio
Name:

TITLE: CHAIRMAN

TITLE: Director

DATE: 8/11/2008

DATE: 8/5/08

MASSACHUSETTS EYE AND EAR INFIRMARY

BY: [Signature]
Name:

TITLE: President

DATE: 7 Aug 08

Appendix A

DESCRIPTION OF PATENT RIGHTS

Photochemical Tissue Bonding (MGH 1571)

United States

UTIL. allowed: 09/781,577 (now US 7,331,350)

CIP 10/094,120 (now US 7,073,510)

CIP 10/732,032

DIV 11/204,958

DIV 11/710,843

PCT/US01/40093

Australia issued patent # 2001249984 (corresponding application number 200149984)

Canada 2,399,414

Japan 2001-557603

EPO 2001923275

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PATENT
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