### ASSIGNMENT RECORDATION COVER SHEET -PATENTS ONLY-

| To: Honorable Commissioner of Patents and Trademark |
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| Please record th | e attached | original | document( | s) | or | copy | thereof. |
|------------------|------------|----------|-----------|----|----|------|----------|
|                  |            |          |           |    |    |      |          |

- 1. Name of conveying party(ies)
  - Advanced Light Technologies, LLC
- 2. Name and address of receiving party(ies):
  - Name: Photometics, Inc. a)
  - b) Address: 1072 Marauder St., Suite 200, Chico, CA 95973

| 3. | Nature      | e of conveyance |
|----|-------------|-----------------|
|    | $\boxtimes$ | Assignment      |

Merger

Security Agreement

Change of Name License Agreement

Other

Execution Date: 09/14/2009

4. Application Number(s) or Patent Number(s): 7,373,254

The title of the (new) application is:

### DIFFERENTIAL PHOTOCHEMICAL PROCESSING

5. Please send all correspondence concerning this (these) documents to:

> Customer No. 21912 Van Pelt, Yi & James LLP 10050 N. Foothill Blvd, Suite 200 Cupertino, CA 95014 408-973-2585

- 6. Total number of applications and patents involved: 1
- 7. Total fee (37 CFR 3.41): \$40.00

Enclosed

The USPTO is hereby authorized to charge the fee and any deficiencies to Deposit Account No. 50-0685 (Order No. Atty Docket No. PHOTP004)

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date:

April 7, 2010

Terrence L. Wong

Registration No. 55,741

Attorney Docket No. PHOTP004

(Revised 01/96)

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#### ASSIGNMENT OF PATENT AND PATENT APPLICATION RIGHTS

THIS ASSIGNMENT OF PATENT AND PATENT APPLICATION RIGHTS is made as of the 14th day of September, 2009 (the "Effective Date"), by Advanced Light Technologies, LLC ("ALT") of Chico, California and Photometics, Inc., a Delaware corporation ("Photometics").

WHEREAS, ALT desires to transfer, and Photometics desires to be assigned the full rights and interest in the Patents and Patent Applications as herein described,

WHEREAS, ALT certifies that it is the sole assignee of:

United States Patent Application No. 12/057,042 entitled DIFFERENTIAL PHOTOCHEMICAL AND PHOTOMECHANICAL PROCESSING, filed March 27, 2008;

United States Patent 7,354,433 entitled DISINFECTION, DESTRUCTION OF NEOPLASTIC GROWTH, AND STERILIZATION BY DIFFERENTIAL ABSORPTION OF ELECTROMAGNETIC ENERGY, filed February 26, 2004;

United States Provisional Patent Application No. 60/450,736, entitled DIFFERENTIAL PHOTOCHEMICAL & PHOTOMECHANICAL PROCESSING, filed February 28, 2003;

United States Patent 7,373,254 entitled DISINFESTATION OF MEDICAL IMPLANTS WITH RADIATION, filed May 3, 2002;

United States Provisional Patent Application No. 60/288,505, entitled DIFFERENTIAL PHOTOCHEMICAL PROCESSING, filed May 3, 2001; and

United States Patent Application No. 12/034,022 entitled DISINFECTION, DESTRUCTION OF NEOPLASTIC GROWTH, AND STERILIZATION BY DIFFERENTIAL ABSORPTION OF ELECTROMAGNETIC ENERGY, filed February 20, 2008.

### Now, Therefore, It Is Agreed between the parties as follows:

- ALT hereby assigns and transfers to Photometics, in exchange for the consideration set forth in the parties' Restricted Stock Purchase Agreement dated September 14, 2009, the receipt and sufficiency of which is hereby acknowledged by ALT, the rights to the above referenced Patent and Patent Applications, including the entire right, title and interest in any and all improvements and inventions disclosed in the above referenced Patent and in any applications (including foreign applications) based thereupon, and Patents (including foreign patents) granted upon the information which is disclosed in the above referenced Patent Applications and/or in any provisional applications to which the above referenced Patent Applications claim priority, including without limitation any right to receive royalties or other damages for past infringement.
- 2. ALT authorizes and requests the Commissioner of Patents to make Photometics, Inc., the sole assignee for U.S. Patent 7,354,433 and to issue any and all Letters Patents resulting from patent applications, United States or foreign, claiming priority to or

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Photometics, Inc.

04-14-2010

otherwise related to the above referenced Patent or Patent Applications including any divisionals, continuations, continuations-in-part, substitutes, reissues, or extensions thereof to

- ALT represents to Photometics, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Assignment, ALT is the sole and lawful owner of the entire right, title, and interest in and to the intellectual property being assigned to Photometics, that the intellectual property being assigned is unencumbered, and that ALT has good and full right and lawful authority to sell and convey the same in the manner set forth herein.
- 4. ALT covenants and agrees to and with Photometics, its successors, legal representatives, and assigns, that ALT will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the intellectual property assigned hereunder, said applications, and said patents, including interference proceedings, without charge to Photometics, its successors, legal representatives, and assigns, but at the cost and expense of Photometics, its successors, legal representatives, and assigns.
- If Photometics does not, within a period of sixty (60) months following the 5. Effective Date, raise two million dollars (2,000,000 USD) in investment equity, prepaid license fees or debt funds, Photometics (or its successor or assign as applicable) will assign the said Patent and Patent Applications to ALT at the end of such period, provided that any license granted by Photometics (or by any of its successors or assigns) based on or related to the said Patent or Patent Applications shall survive in accordance with those license terms. Subject to the immediately preceding sentence and the Exclusive Patent License Agreement dated February 3, 2010 executed by the parties, ALT hereby acknowledges that it retains no right, title, or interest in or to the said Patent, Patent Applications, or inventions disclosed in the said Patent or Patent Applications, and agrees not to challenge the validity of Photometics' ownership of the said Patents, Patent Applications or inventions disclosed in the said Patent or Patent Applications.

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In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ADVANCED LIGHT TECHNOLOGIES, LLC:

Title: President and Chief Executive Officer

Address: 1072 Marauder St, Suite 200, Chico,

CA 95973

**INVENTOR:** 

By: Brian N. Pierce

Title: Inventor

1072 Marauder St, Suite 200, Chico, Address:

CA 95973

**PHOTOMET** 

By: Lawrence A. Zulch

Title: President and Chief Executive Officer

Address: 1072 Marauder St, Suite 200, Chico,

CA 95973

04-14-2010

# **FACSIMILE COVER SHEET**

## VAN PELT, YI & JAMES LLP

10050 N. Foothill Blvd. Suite 200 Cupertino, California 95014 Tel: 408-973-2585 Fax: 408-973-2595

Date: 2010

### CONFIDENTIALITY NOTE

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**TO: USPTO Assignment Division** 

COMPANY: USPTO FAX NO.: 571-273-0140

FROM: Terrence L. Wong RE: U.S. Patent No. 7,373,254

ATTY DOCKET NO: PHOTP004

NO. PAGES: 5

### **MESSAGE:**

RECORDED: 04/14/2010

Dear Honorable Commissioner of Patents:

Please accept the enclosed Assignment Recordation Cover Sheet and Assignment of Patent Application for recording for the above-referenced U.S. Patent application.

If you have any questions please do not hesitate to contact me.

Best Regards,

Terrence L. Wong

**PATENT** REEL: 024233 FRAME: 0304