

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ONTest Corporation	05/21/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Konan Medical USA, Inc.
Street Address:	15 Marconi
Internal Address:	Suite A
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12393150
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(518)449-0047
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	518-449-0044
Email:	vfleming@hoffmanwarnick.com
Correspondent Name:	Hoffman Warnick LLC
Address Line 1:	75 State Street
Address Line 2:	14th Floor
Address Line 4:	Albany, NEW YORK 12207
ATTORNEY DOCKET NUMBER:	BIOC-0012
NAME OF SUBMITTER:	John W. LaBatt
Total Attachments: 12 source=BIOC-0012_IP Assignment and Acceptance Agreement - OnTest Corp#page1.tif source=BIOC-0012_IP Assignment and Acceptance Agreement - OnTest Corp#page2.tif	

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**PATENT**  
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## INTELLECTUAL PROPERTY ASSIGNMENT AND ACCEPTANCE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made as of May 21, 2010, by and between ONTest Corp., a New York corporation ("*Assignor*"), and Konan Medical USA, Inc., a California corporation ("*Assignee*").

### RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated as of May 21, 2010, by and among Assignor, Assignee, together with Gillray L. Kandel ("*Kandel*") and Peter A. Trombley ("*Trombley*"), both individuals (Kandel and Trombley each a "*Shareholder*" and collectively the "*Shareholders*").

B. Pursuant to Section 6(n) of the Purchase Agreement, Assignor must assign all of its intellectual property to Assignee.

C. Pursuant to Section 6(o) of the Purchase Agreement the Shareholders and Bioinstco Corp., a New York corporation under common control with Assignor, each must assign to Assignee all of their or its intellectual property used, licensed and/or leased by Assignor or in connection with its business.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed:

### AGREEMENT

#### 1. RECITALS

The recitals are an integral part of this Agreement and are incorporated by reference herein.

#### 2. INTELLECTUAL PROPERTY

Intellectual property ("IP") means all intellectual property of any type whatsoever owned, possessed or leased by Assignor, including but not limited to all "*Patents*" (hereinafter defined), all "*Marks*" (hereinafter defined), all "*Copyrights*" (hereinafter defined), all "*Confidential Information*" (hereinafter defined), and all "*Related Rights*" (hereinafter defined), recognized under common law, state law, federal law, or foreign law.

a. "*Patents*" is defined to include all concepts, ideas, discoveries, designs, inventions (whether patentable or not), techniques, and the right to file patent applications therefore, all U.S. and foreign patent applications, all U.S. and foreign patents, utility models, and inventor's certificates, including but not limited to the items listed on Schedule A.

b. "*Marks*" is defined to include all words, names, logos, symbols, trade names, corporate names, source indicating indicia, trade dress, trademarks, marks, U.S. and foreign applications to register marks, and U.S. and foreign registrations, including but not limited to the items listed on Schedule B.

c. "*Copyrights*" is defined to include all copyrights, U.S. and foreign, whether registered or not, including but not limited to the copyrights in Assignor's business documents and files, customer documents and files, product designs and packaging, advertising, promotional material, and products (whether developed or in development), moral rights, and artist rights including but not limited to the items listed on Schedule C.

d. "*Confidential Information*" is defined to include, but not limited to, confidential information, technical trade secrets, techniques, processes, and know-how related in any way to the IP, including but not limited to the items listed on Schedule D.

e. "*Related Rights*" is defined as all goodwill of the business symbolized by the Patents, Marks, Copyrights and Confidential Information as well as the following:

- i. All rights and causes of action to enforce the rights associated with each item of IP 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 item of IP in all relevant jurisdictions, including the items listed on Schedule E.
- ii. All agreements transferring or licensing intellectual property to and/or from Assignor, including the items listed on Schedule F.
- iii. All tangible property embodying or bearing any item of IP, including but not limited to any prototypes, products, models, devices, and other three dimensional embodiments, any documentation, printed material, writings, human readable material, software, machine readable or viewable media, electronic, magnetic, and optical media and other information or knowledge containing items, art work, designs, schematics, drawings, and the items listed on Schedule G.

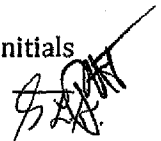
### 3. REPRESENTATIONS AND ASSIGNMENT OF IP

Assignor hereby represents and warrants to Assignee that Schedules A, B, C and D, respectively, contain an accurate and complete list or description of all such IP owned, possessed or leased by Assignor. Assignor hereby assigns, transfers and delivers, grants, sells, and conveys to Assignee all rights, title, and interest in the IP, and shall defend Assignee against every person claiming an interest in the IP by or through Assignor.

### 4. FURTHER ASSURANCES

a. Defense of Title. Assignor shall indemnify, defend, protect and hold harmless Assignee and those in privity with it against any third party claiming an interest in the IP by or through Assignor.

b. Further Acts. At Assignee's request, Assignor will acknowledge, execute, and deliver any documents or instruments, and do any other lawful act, at Assignee's expense, to further the purposes of this Agreement, and to assist Assignee in the perfection, registration, maintenance, protection, enforcement, and exploitation of the IP.



c. Appointment as Attorney-in-Fact. In the event Assignor does not comply with Assignee's request within five (5) business days or sooner if needed, Assignor hereby irrevocably appoints Assignee and the duly authorized officers and agents of Assignee as the agent and as its attorney-in-fact to perform as requested in the name of and on behalf of Assignor, which appointment is and shall be deemed to be coupled with an interest and shall survive Assignor's possible incapacity.

5. ASSIGNEE'S ACCEPTANCE

Assignee hereby accepts the assignment of the IP.

6. MISCELLANEOUS PROVISIONS

a. Counterparts. The parties may execute this Agreement in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

b. Law, Jurisdiction, Venue, and Service. This Agreement is governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Except for claims for injunctive relief, the parties irrevocably agree that the proper venue for disputes between the parties shall be the state or federal courts located in Los Angeles County, and the parties irrevocably submit to the exclusive jurisdiction and personal jurisdiction of such courts and service of process through the appropriate state or federal court located in such county.

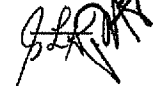
c. Severability. If any provision of this Agreement or the application of this Agreement to any party or circumstances shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been part of this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

d. Entire Agreement. This Agreement, the Purchase Agreement and the agreements referenced therein constitute the entire understanding and agreement between the parties respecting the assignment of the IP to Assignee. No modification of or amendment to the Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be bound.

e. Assignability and Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, licensees and assigns. The Assignee may assign, license or delegate any of its rights or obligations hereunder, in whole or in part, at any time and from time to time, and any such Assignee, licensee or delegate similarly may do so.

[SIGNATURE PAGE FOLLOWS]

Initials



ASSIGNOR

ONTEST CORP.,  
a New York corporation

By: Gillray L. Kandel  
Gillray L. Kandel, President

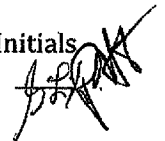
By: Peter A. Trombley  
Peter A. Trombley, Secretary

ASSIGNEE

KONAN MEDICAL USA, INC.,  
a California corporation

By: \_\_\_\_\_  
Charles Wm. Stewart, Chief Executive Officer

By: \_\_\_\_\_  
Setsuko S. Oak, Secretary

Handwritten initials, possibly "JL" or "JK", in dark ink.

ASSIGNOR

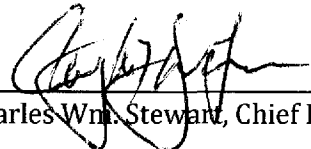
ONTEST CORP.,  
a New York corporation

By: \_\_\_\_\_  
Gillray L. Kandel, President

By: \_\_\_\_\_  
Peter A. Trombley, Secretary

ASSIGNEE

KONAN MEDICAL USA, INC.,  
a California corporation

By:  \_\_\_\_\_  
Charles Wm. Stewart, Chief Executive Officer

By:  \_\_\_\_\_  
Setsuko S. Oak, Secretary

# SCHEDULE A

(Patents)

Type	Title	Number	Classes	Inventors	Date	Country	Record Owner
US Patent	Method, System and Device for Detecting Ocular Dysfunctions	7,334,895	351/221	Gill Kandel, David Henson, Martin Kaback, Ralph Sanchez	2/26/08	US	ONTest Corp.
US Patent	Pupillary Reflex-based Patient Classification	7,488,073	351/221	Gill Kandel, Martin Kaback, Ralph Sanchez	2/10/09	US	ONTest Corp.
European Patent Application	Method, System and Device for Detecting Ocular Dysfunctions	03788506.8	A61B1/00	Gill Kandel, Joel Kandel, David Henson, Martin Kaback, Ralph Sanchez	8/15/03	EP	ONTest Corp./ Joel Kandel
US Continuation Utility Patent Application	Pupillary Reflex Imaging	12/367,916	351/221	Gill Kandel, Martin Kaback	2/9/09	US	ONTest Corp.
US Provisional Application	Automated Swinging Flashlight Test	61/097,048	N/A	Gill Kandel, Aaron Cohen	9/15/08	US	Not Assigned
US Utility Application	Evaluating Pupillary Responses To Light Stimuli  The utility application filed on Feb. 26, 2009 claims the benefit of the provisional application and incorporates the content of the provisional application by reference and has been assigned to Ontest in writing.	12/393,150	351/206	Gill Kandel, Aaron Cohen	2/26/09	US	ONTest Corp.

SCHEDULE A  
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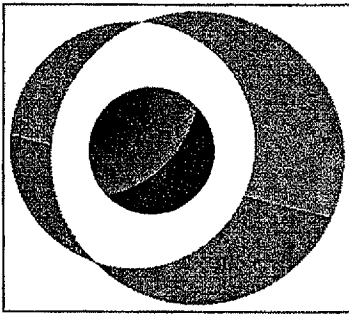
**SCHEDULE B**

(Marks)

Name:

ONTest Corp.

Logos:



SCHEDULE B  
EXECUTION COPY  
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**SCHEDULE C**

**(Copyrights)**

**No Specific Items Listed**

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**SCHEDULE D**

**(Confidential Information)**

**Notebooks**

**Design documents**

**Patent Applications**

**Databases**

**Custom Software Source Code, Compiled Code, excel macros**

**Algorithms**

**Patient Files including digital test records, signed forms, and questionnaires**

**SCHEDULE D  
EXECUTION COPY  
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**SCHEDULE E**

(Causes of Action)  
No Specific Items Listed

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**SCHEDULE F**

(Agreements)  
No Specific Items Listed

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**SCHEDULE G**  
**(Tangible Property)**

Alpha Prototype including external cables, cards, boards, power supplies

Alpha Prototype table

Alpha Prototype Desktop computer

Alpha Prototype Video Monitor

Beta Prototype

Beta Prototype parts

Gamma Prototype

Gamma Prototype parts

Monocular pupillometer interface card & surveillance camera

Prototype Pupillometer Calibrator

Large Secure Plastic Prototype Transport Case

Small Secure Plastic Prototype Transport Case

Associated Camera and circuit board components and parts for prototypes

Two office desks

Two office chairs

Notebooks

Design documents

Patents

Patent Applications

Databases

Custom Software Source Code, Compiled Code, excel macros

Algorithms

Patient Files including digital test records, signed forms, and questionnaires

SCHEDULE G  
EXECUTION COPY  
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