

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT             |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                 |
| <b>CONVEYING PARTY DATA</b>  |                            |
| Name   | Execution Date             |
| John Marshall  | 09/21/2011                 |
| Lucia Pelosini   | 09/22/2011                 |
| <b>RECEIVING PARTY DATA</b>  |                            |
| Name:  | OPKO Instrumentation, LLC  |
| Street Address:  | 4400 Biscayne Boulevard    |
| City:  | Miami                      |
| State/Country:   | FLORIDA                    |
| Postal Code:   | 33137                      |
| <b>PROPERTY NUMBERS Total: 1</b>   |                            |
| Property Type  | Number                     |
| Application Number:  | 12572489                   |
| <b>CORRESPONDENCE DATA</b>   |                            |
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| ATTORNEY DOCKET NUMBER:  | 25503                      |
| NAME OF SUBMITTER:   | Lawrence E. Laubscher, Jr. |
| Total Attachments: 4<br>source=25503-2011-09-27-Assign#page1.tif<br>source=25503-2011-09-27-Assign#page2.tif<br>source=25503-2011-09-27-Assign#page3.tif<br>source=25503-2011-09-27-Assign#page4.tif |                            |

OP \$40.00 12572489

**501672502**

**PATENT**  
**REEL: 026972 FRAME: 0591**

## ASSIGNMENT

WHEREAS,

Inventor  
**John Marshall**

Citizenship  
UK

Residence  
Wildacre  
27 Cedar Road  
Farnborough, Hants GU14 7AU  
United Kingdom

**Lucia Pelosini**

IT

1 Laurel Gardens  
Southborough Road, Bickley, Kent BR1 2US  
United Kingdom

(hereinafter "**Inventor(s)**"), have invented certain new and usefule improvements in **DIAGNOSTIC METHOD AND APPARATUS FOR PREDICTING POTENTIAL PRESERVED VISUAL ACUITY** for which a United States Patent Application No. No. 12/572,489 was filed October 2, 2009 in the United Stated Patent Office (herinafter "**Application(s)**").

WHEREAS, **OPKO Instrumentation, LLC**, a corporation of the State of Delaware, having a place of business at 4400 Biscayne Boulevard, Miami, Florida 33137 (hereinafter "**Assignee**"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "**Inventions**"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "**Patent(s)**") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

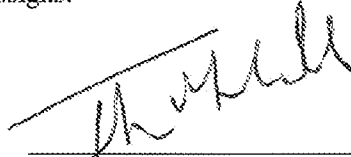
NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title, and interest
  - (a) in and to said Inventions, including the right to claim priority to said Inventions;

- (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise;
  - (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and
  - (d) in and to each and every reissue, reexamination, or extensions of any said Patent(s).
2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee
- (a) for perfecting in said Assignee the right, title and interest herein conveyed;
  - (b) for prosecuting any applications covering said Inventions;
  - (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions;
  - (d) for filing and prosecuting applications for reissuance of any said Patent(s);
  - (e) for interference or other priority proceedings involving said Inventions; and
  - (f) for legal proceedings involving said Inventions and any applications therefore and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

21<sup>st</sup> September, 2011

  
\_\_\_\_\_  
John Marshall

\_\_\_\_\_, 2011


\_\_\_\_\_  
Lucia Pelosini

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\_\_\_\_\_, 2011

22-09, 2011

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**John Marshall**

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**Lucia Pelosini**