

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Keith J. DILLON	01/12/2007
RECEIVING PARTY DATA	
Name:	Ophthonix, Inc.
Street Address:	1491 Poinsettia Ave.
City:	Vista
State/Country:	CALIFORNIA
Postal Code:	92081
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13360515
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Desmond O'Sullivan
Address Line 1:	Morrison & Foerster LLP
Address Line 2:	12531 High Bluff Drive, Suite 100
Address Line 4:	San Diego, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	578472001301
NAME OF SUBMITTER:	Desmond O'Sullivan
Total Attachments: 1 source=Assignment2#page1.tif	

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**ASSIGNMENT  
SOLE**

THIS ASSIGNMENT, by **Keith J. DILLON** (hereinafter referred to as the assignor), residing at 8310 Via Sonoma #111, La Jolla, CA 92037, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in **OPHTHALMIC DIAGNOSTIC INSTRUMENT**, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/971,769 and filed on October 22, 2004; and

WHEREAS, **OPHTHONIX, INC.**, a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at **10455 Pacific Center Court, San Diego, CA 92121** (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

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

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

1/12/07  
Date

*Keith J. Dillon*  
Keith J. DILLON