

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Luca Brigatti</td> <td>03/22/2008</td> </tr> <tr> <td>Russell J. Hamilton</td> <td>03/21/2008</td> </tr> <tr> <td>Laurence J. Marsteller</td> <td>03/24/2008</td> </tr> <tr> <td>Michael Voevodsky</td> <td>03/20/2008</td> </tr> </tbody> </table>		Name	Execution Date	Luca Brigatti	03/22/2008	Russell J. Hamilton	03/21/2008	Laurence J. Marsteller	03/24/2008	Michael Voevodsky	03/20/2008
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<table border="1"> <tr> <td>Name:</td> <td>Salutaris Medical Devices, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>6338 N. Camino Miraval</td> </tr> <tr> <td>City:</td> <td>Tucson</td> </tr> <tr> <td>State/Country:</td> <td>ARIZONA</td> </tr> <tr> <td>Postal Code:</td> <td>85718</td> </tr> </table>		Name:	Salutaris Medical Devices, Inc.	Street Address:	6338 N. Camino Miraval	City:	Tucson	State/Country:	ARIZONA	Postal Code:	85718
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CORRESPONDENCE DATA											
<p>Fax Number: 5208827643  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 520-882-7623        Email: admin@hayes-soloway.com</p> <p>Correspondent Name: Norman P. Soloway        Address Line 1: 4640 E. Skyline Drive        Address Line 4: Tucson, ARIZONA 85718</p>											
ATTORNEY DOCKET NUMBER:	SALU 08.01										
NAME OF SUBMITTER:	Norman P. Soloway										
<p>Total Attachments: 10        source=Assignment#page1.tif</p>											

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## **ASSIGNMENT OF INVENTION AND PATENT**

This Assignment of Invention and Patent ("Assignment") is entered into and effective as of March 22<sup>nd</sup>, 2008 by and among Salutaris Medical Devices, Inc., a Delaware corporation with an address at 6338 N. Camino Miraval, Tucson, Arizona, 85718 ("Assignee") and Luca Brigatti, an individual residing at 507 Falcon Park Lane, Rockville, MD 20850 ("Brigatti"); Russell J. Hamilton, an individual residing at 10590 E. Stella Road, Tucson, Arizona 85730 ("Hamilton"); Laurence J. Marsteller, an individual residing at 6338 N. Camino Miraval, Tucson, Arizona 85718 ("Marsteller") and Michael Voevodsky, an individual residing at 15406 S. 17<sup>th</sup> Ct., Phoenix, Arizona 85045 ("Voevodsky" along with Brigatti, Hamilton and Marsteller, are the "Assignors" or individually "Assignor").

### **RECITALS**

WHEREAS, Assignors are the inventors and creators and, collectively, the sole owners of the "Method and Devices for Minimally-Invasive Extraocular Delivery of Radiation to Posterior Portion of the Eye" (the "Invention") and other new and useful improvements as described in the Provisional Patent Application(s) in the United States Patent and Trademark Office Docket #SALU 08.01, Application #61010322, Docket #SALU 08.02, Application #61033238, and Docket #SALU 08.03, Application #61035371, (the "Patent"). For the purposes of this Assignment, the term Patent shall include a patent, Letters of Patent, or Certificate of Invention or Utility Model or Design registration or other form of protection for the Invention issued by a government or governmental agency and any reexamination certificates, reissues, divisionals, continuations, continuations-in-part, foreign counterparts, additions and or substitutions thereof claiming the Invention. The term Invention shall include any and all improvements, modifications, incorporations, derivatives and variations of it.

WHEREAS, the Assignors are desirous of assigning all of their respective right, title, and interest throughout the world related to the Invention and/or the Patent or similar legal protection to be obtained thereof, Assignee on the terms and for the consideration set forth herein.

WHEREAS, Assignee is desirous of accepting the Assignors' interest in the Invention and Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Assignor hereby irrevocably transfers and assigns to Assignee, its successors and assigns, in perpetuity, all of Assignor's right, title and interest, throughout the world in and to the Invention and the Patent and any registrations and Patent Applications, as defined herein, relating thereto, or Patents issued or issuing on such and in and to all works based upon, derived from, or incorporating the Invention, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Invention and/or the Patent, and in and to all rights corresponding to the foregoing

throughout the world. Patent Applications shall include the right to file patent applications on the Invention or have any patents issued in the name of the Assignors.

This Assignment shall allow the Assignee to file and maintain Patent and Patent Applications in its own name, but naming the Assignors as the inventors, in all countries of the world (where it is permissible) and the right to claim the benefit of the priority right provided by the International Convention of 1883, as amended.

2. Representations and Warrants of Assignors. Each Assignor hereby represents and warrants:

- (i) Assignors are the inventors of the Invention and Assignors collectively hold one-hundred percent (100%) interest in the Invention and the Patent and are free and clear of any liens, mortgages, pledges, encumbrances, licenses, hypothecations, security interests or charges of any kind or character whatsoever;
- (ii) Each Assignor has good and marketable title to the Invention and the Patent;
- (iii) Each Assignor has not and will not execute any writing or do any act whatsoever conflicting with this Assignment;
- (iv) to the best of each Assignor's knowledge the Patent and other related rights associated with the Invention are valid and enforceable;
- (v) Each Assignor will warrant and defend the Invention and the Patent and other rights associated with it to any person claiming an interest in, or any claim for damages relating to the use of the Invention arising out of any action or occurrence prior to the effective date of this Assignment.

3. Royalty Payment.

3.1 Royalty Payment. As consideration of each Assignor's assignment as provided in Section 1, Assignee agrees to pay each Assignor individually an amount equal to .75% of Net Sales as defined below ("Royalty Payment"). The Royalty Amount will be paid to each Assignor on a calendar quarterly basis within twenty (20) days after the close of each calendar quarter for which there are Net Sales.

3.2 Net Sales. "Net Sales" shall include:

- (a) gross sales revenues or other consideration from the sale or other disposition of products or services utilizing or incorporating the Patent or the Invention or the licensing of the Patent or the Invention which are received by Assignee or its Affiliates from third parties unaffiliated with Assignee, except as set forth in Article 3.2(b), less the following items but only if they actually pertain to the

- (i) import, export, excise and sales taxes and custom duties;
  - (ii) costs of insurance, packing and transportation from the place of manufacture to the customer's premises or point of installation;
  - (iii) all discounts, credits for returns, allowances or trades.
- (b) The term "Net Sales" shall not include gross sales revenues, license fees or equivalent consideration from any Affiliate

Net Sales shall occur on the date of receipt of consideration.

"Affiliate" shall mean any business entity directly or indirectly controlled by, controlling, or under common control of Assignee, such control being exerted by holding, directly or indirectly, fifty percent (50%) or more of the issued shares or voting power of such entity.

4. Additional Documents and Further Acts. Each Assignor hereby agrees to take such additional action and execute, acknowledge and deliver such further documents as may reasonably be required by such Assignee to properly assign, perfect and record this Assignment of the rights, title and interest associated with the Invention and Patent or otherwise accomplish the purpose of this Assignment. In addition, each Assignor collectively with Assignors agrees to file a Non-Provisional Patent Application for the Invention prior to the expiration of the Patent and to assign any and all right, title and interest associated with the Non-Provisional Patent Application to Assignee pursuant to an assignment ("Additional Assignment") or by any other document as required by law and the terms of this Assignment shall extend to the Non-Provisional Patent Application and the Additional Assignment.

5. Filing of Additional Documents. Each Assignor agrees that, at Assignee's request, it will instruct the Attorney of Record with the United States Patent and Trademark Office or any other proper patent practitioner as required to file any all additional or other required documents to effect this Assignment, the Non-Provisional Patent Application and the Additional Assignment. In addition, each Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue to Assignee all U.S. Patents that may be granted.

6. Appointment of Attorney In-Fact. If Assignee is unable because of an Assignor's mental or physical incapacity or for any other reason to secure such Assignor's signature to apply for or to pursue any application for any United States or foreign letters patent covering the Invention or Patent, then such Assignor hereby irrevocably designates and appoints each other and the Assignee or any one of them as such Assignor's true and lawful attorney in-fact and agent, with full power of substitution, for its name, place and stead, to demand and receive all assets, tangible and intangible, hereby assigned and to execute, acknowledge and deliver in the name of such Assignor on all such further documents and to take such actions as may reasonably

be required to perfect and record the assets hereby assigned and to protect the right, title and interest therein and enjoyment thereof.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the State of Arizona, without giving effect to any conflict of laws provisions thereof or any other law or principle that would result in the application of laws of another jurisdiction to the substantive provisions hereof, except to the extent such law is pre-empted by federal patent law, in which case federal patent law shall be controlling.

8. Benefit. This Assignment is binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

9. Modification. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by each of them.

10. Entire Agreement. This Assignment embodies the entire understanding of the parties and shall supersede all prior and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

11. Counterparts. This Assignment may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Remainder of this Page Intentionally Left blank.

PATENT  
REEL: 029213 FRAME: 0632

IN WITNESS WHEREOF, the parties agree this Assignment is effective as of the date first above written.

ASSIGNOR

ASSIGNEE

SALUTARIS MEDICAL DEVICES, INC.  
a Delaware corporation

\_\_\_\_\_  
Michael Voevodsky

Lawrence J. Marsteller  
By: Lawrence J. Marsteller  
Its: manager / COO

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, Michael Voevodsky personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF PIMA            )

On this 24<sup>th</sup> day of March, 2008, Lawrence J. Marsteller as Manager of Salutaris Medical Devices, Inc., a Delaware corporation personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

Debbie H. Samaniego  
Notary Public

My commission expires: 10/31/09



DEBBIE H. SAMANIEGO  
Notary Public - Arizona  
Pima County  
Expires 10/31/09



IN WITNESS WHEREOF, the parties agree this Assignment is effective as of the date first above written.

ASSIGNOR

ASSIGNEE

SALUTARIS MEDICAL DEVICES, INC.  
a Delaware corporation

Laurence J. Marsteller  
Laurence J. Marsteller

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF PIMA     )

On this 24<sup>th</sup> day of March, 2008, Laurence J. Marsteller personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

Debbie H. Samaniego  
Notary Public

My commission expires: 10/31/09



DEBBIE H. SAMANIEGO  
Notary Public - Arizona  
Pima County  
Expires 10/31/09

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF PIMA     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, \_\_\_\_\_ as  
\_\_\_\_\_ of Salutaris Medical Devices, Inc., a Delaware corporation personally  
appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment  
in my presence.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties agree this Assignment is effective as of the date first above written.

ASSIGNOR

ASSIGNEE

SALUTARIS MEDICAL DEVICES, INC.  
a Delaware corporation

\_\_\_\_\_  
Laurence J. Marsteller

\_\_\_\_\_  
By: Michael Voevodsky  
Its: CEO

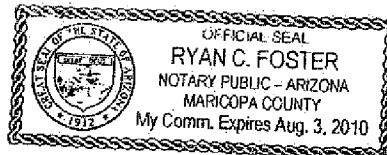
STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF PIMA       )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, Laurence J. Marsteller personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF PIMA       )



On this 20 day of March, 2008, Michael Voevodsky as CEO of Salutaris Medical Devices, Inc., a Delaware corporation personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

\_\_\_\_\_  
Notary Public

My commission expires: Aug 3 2010

IN WITNESS WHEREOF, the parties agree this Assignment is effective as of the date first above written.

ASSIGNOR

ASSIGNEE

SALUTARIS MEDICAL DEVICES, INC.  
a Delaware corporation

Russell J. Hamilton  
Russell J. Hamilton

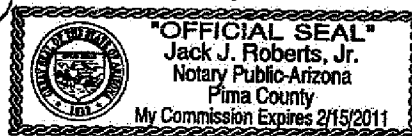
Lawrence J. Masteller  
By: Lawrence J. Masteller  
Its: COO/manager

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF PIMA     )

On this 21<sup>st</sup> day of March, 2008, Russell J. Hamilton personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

Jack J. Roberts, Jr.  
Notary Public

My commission expires: Feb 15, 2011



STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF PIMA     )

On this 24<sup>th</sup> day of March, 2008, Lawrence J. Masteller, as Manager of Salutaris Medical Devices, Inc., a Delaware corporation personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

Debbie H. Samaniego  
Notary Public

My commission expires: 10/31/09



DEBBIE H. SAMANIEGO  
Notary Public - Arizona  
Pima County  
Expires 10/31/09

IN WITNESS WHEREOF, the parties agree this Assignment is effective as of the date first above written.

ASSIGNOR

ASSIGNEE

SALUTARIS MEDICAL DEVICES, INC.  
a Delaware corporation

Luca Brigatti  
Luca Brigatti

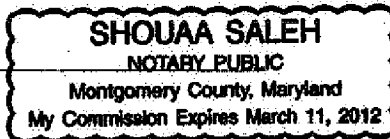
Michael Voevodsky  
By: Michael Voevodsky  
Its: CEO

STATE OF MARYLAND )  
 ) ss.  
COUNTY OF MONTGOMERY )

On this 22<sup>nd</sup> day of March, 2008, Luca Brigatti personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

Shouaa Saleh  
Notary Public

My commission expires:



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PIMA )

On this 7<sup>th</sup> day of November, 2008, Michael Voevodsky as CEO of Salutaris Medical Devices, Inc., a Delaware corporation, personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.



Mike A. LaForge  
Notary Public

My commission expires: April 25, 2009