

Form PTO-1595 (Rev. 06-12)  
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Christopher Adams and Ming Wang

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/18/2013 and 11/15/2013

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: Dioptr Technologies, Inc.

Internal Address: \_\_\_\_\_

Street Address: 141 Powder House Boulevard

Suite 1

City: Somerville

State: MA

Country: US Zip: 02144

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

5,932,205

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Knobbe Martens Olson & Bear, LLP

Internal Address: \_\_\_\_\_

Street Address: 2040 Main Street

14th Floor

City: Irvine

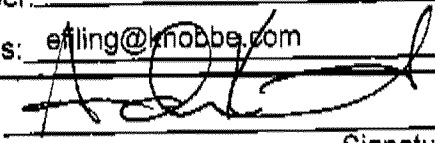
State: CA Zip: 92614

Phone Number: (949) 760-0404

Docket Number: INNOP.000GEN

Email Address: efilip@knobbe.com

### 9. Signature:



Signature

Andrew I. Kimmel

Name of Person Signing

### 6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 11-1410

Authorized User Name Andrew I. Kimmel

12/6/13

Date

Total number of pages including cover sheet, attachments, and documents:

17

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

700513344

REEL: 031997 FRAME: 0039

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U.S. Patent No.: 5,932,205  
Issued: August 3, 1999

Docket Number: INNOP.000GEN  
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### CONFIRMATION OF ASSIGNMENT AND AGREEMENT AMENDMENT

WHEREAS, Christopher Adams, a U.S. citizen, residing at 141 Powderhouse Boulevard, Somerville, MA 02144 and Ming Wang, M.D., a U.S. citizen residing at 1801 West End Avenue, Suite 1150, Nashville, TN 37203 (collectively, "Assignors") invented certain new and useful processes, machines, manufactures or compositions of matter, improvements, technology, inventions, developments, ideas, ornamental designs or discoveries related to methods and devices for treating corneal tissue and/or new and useful improvements thereof (collectively, "the Inventions") that are described in U.S. Patent No. 5,932,205, issued August 3, 1999, and titled, "Biochemical Contact Lens for Treating Photoablated Corneal Tissue" (hereinafter "the Patent");

WHEREAS, Assignors have previously assigned all right, title, and interest in the Inventions and the Patent to Diopter Technologies, Inc., a California corporation having a place of business at 141 Powder House Boulevard, Suite 1, Somerville, MA 02144 (the "Assignee") pursuant to a Patent Assignment Agreement For United States Patent No. 5,932,205 effective June 25, 2008 and a Patent Assignment Agreement For United States Patent No. 5,932,205 effective October 24, 2009 (collectively, "the Prior Assignments"), which are attached hereto as Appendix A;

WHEREAS the Assignors and the Assignee wish to confirm the Prior Assignments and Assignors wish to provide their consent to Assignee to freely assign its right, title, and interest in the Inventions and the Patent, and any legal equivalent thereof in a foreign country, and all provisional applications relating thereto, and all divisions, continuations, continuation-in-parts, reissues, reexaminations, renewals, and extensions thereof and substitute thereof, and all rights of priority under International Conventions and applications for Letters Patent that have been filed or may hereafter be filed for said Inventions or for the said Patent in any country or countries foreign to the United States; and

WHEREAS, Assignors have developed and/or have rights to certain intangible assets that are being used in connection with, or are relevant to, the Patent, the business relating to the Patent and the treatment of conditions described in the Patent, including any and all intellectual property, unpatented or patentable inventions, proprietary information, copyrights, trade secrets, technical data, or knowledge which exist at the time of this Agreement, whether or not within the scope of or covered by the Patent (hereinafter referred to as "Know-How");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby confirm and acknowledge that Assignors have sold, assigned, transferred, conveyed, and set over, and by these presents do hereby sell, assign, transfer, convey and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Inventions and the Patent, including all provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and Assignors hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY confirm and acknowledge that Assignors have sold, assigned, transferred, conveyed, and set over, and by these presents do hereby sell, assign, transfer, convey, and set over to Assignee, its successors, legal representatives, and assigns all claims for damages

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and all remedies arising out of any violation of the rights assigned under the Prior Assignments or assigned hereby that may have accrued prior to the dates of the Prior Assignments or prior to the date of this assignment to Assignee, or may have accrued after the dates of the Prior Assignments or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Patent and said Letters Patent before or after issuance.

ASSIGNORS HEREBY confirm and acknowledge that Assignors have covenanted and agreed and by these presents do hereby covenant and agree that Assignors will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to Assignors respecting the Inventions and the Patent, and testify in any legal proceeding, including but not limited to any interference, assist in the preparation of any other provisional or non-provisional applications relating to the Inventions and the Patent or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Inventions and the Patent, including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to apply for, obtain, maintain, issue and enforce any and all rights in the Inventions in all countries.

ASSIGNORS HEREBY provide their written consent pursuant to Sections 5.B. of the Prior Assignments, that Assignee may freely assign its rights and/or obligations under the Prior Assignments.

ASSIGNORS HEREBY acknowledge and agree that Assignee has satisfied all of its obligations under the Prior Assignments and no further obligations of Assignee remain. Assignors acknowledge and agree that Assignee has paid in full the consideration described in Sections 2 of the Prior Assignments and that the Assignors and each of them do not have any claim or cause of action relating to or arising out of the Prior Assignments or this Confirmation of Assignment and Agreement Amendment.

ASSIGNORS and ASSIGNEE HEREBY agree that Sections 5.B. of the Prior Assignments are deleted and that the following Section 5.B. is substituted in their place:

B. Binding. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto, their heirs, personal representatives, successors, or assigns. Assignors may not assign their rights or obligations under this Agreement without the prior written consent of the Assignee. Assignee may assign its rights and/or obligations under this Agreement without the consent of the Assignors.

ASSIGNORS HERBY assign to ASSIGNEE all of Assignors' right, title and interest to all Know-How and Assignors assign all claims for damages and all remedies arising out of any past, present, or future violation of the Know-How rights.

This Confirmation of Assignment and Agreement Amendment is effective as of the date that all parties have signed below.

U.S. Patent No.: 5,932,205  
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Docket Number: INNOP.000GEN  
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Legal Name: Christopher Adams

Signature: \_\_\_\_\_

Date: 11/18/13

STATE OF Massachusetts

ss.

COUNTY OF Middlesex

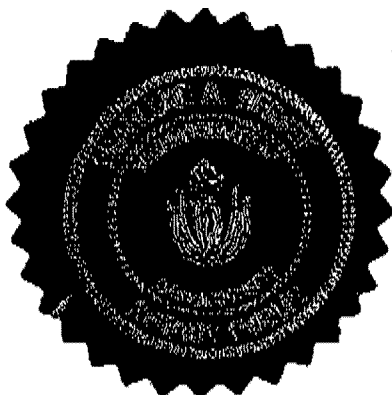
On 18 November 2013, before me Christopher Adams, notary public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Charlene A. Hensley

Notary Signature



U.S. Patent No.: 6,932,205  
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Legal Name: Ming Wang, M.D.

Signature: \_\_\_\_\_

Date: 11/15/13

STATE OF TENNESSEE

ss. \_\_\_\_\_

COUNTY OF DAVIDSON

On 11/15/2013, before me, Breake Stevenson, notary public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Breake Stevenson  
Notary Signature

My Commission Expires AUGUST 17, 2015

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Issued: August 3, 1999

Docket Number: INNOP.000GEN  
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Legal Name: Christopher P. Adams

Title: Diopter Technologies, Inc.

Signature: 

Date: 11/18/13

STATE OF CALIFORNIA

ss.

COUNTY OF Orange

On 18 November 2013 before me, Christopher Adams, notary public, personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Signature



U.S. Patent No.: 5,932,205  
Issued: August 3, 1999

Docket Number: INNOP.000GEN  
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## Appendix A

### The Prior Assignments

**PATENT ASSIGNMENT AGREEMENT FOR**  
**UNITED STATES PATENT NO. 5932205**

This Patent Assignment Agreement (the "Agreement") is made effective as of the 25th day of June 2008 (the "Effective Date"), by and between Christopher Adams, of 141 Powderhouse Boulevard, Somerville, MA 02144 and Ming Wang, M.D. of 1801 West End Avenue, Suite 1150, Nashville, TN 37203, on the one hand (hereafter referred to "Assignors"), and Diopter Technologies, Inc., a California corporation, of 3184-B Airway Avenue, Costa Mesa, CA 92626, on the other hand (hereafter referred to as "Assignee"). Assignors and Assignee are sometimes hereinafter collectively referred to as the "Parties" or individually as a "Party".

A. WHEREAS, Assignors have invented a certain invention and are the exclusive owners, of United States Patent No. 5932205, entitled Biochemical Contact Lens for Treating Photoablated Corneal Tissue (hereafter referred to as "United States Patent No. 5932205") pertaining to said invention; and

B. WHEREAS, Assignors desire to sell and assign to Assignee all of Assignors' rights, title and interest in said invention and United States Patent No. 5932205; and

C. WHEREAS, Assignee desires to acquire the entire rights, title and interest of Assignors in said invention and United States Patent No. 5932205; and

IN CONSIDERATION of the covenants, conditions and promises herein contained, the Parties hereto agree as follows:

**1. ASSIGNMENT**

Assignors do hereby, without limitation, irrevocably convey, assign and transfer to Assignee their entire right, title and interest in United States Patent No. 5932205 and said invention, together with any goodwill appurtenant thereto.

**2. CONSIDERATION**

In consideration of the conveyance, assignment and transfer set forth in Section 1 above, Assignee shall pay to each Assignor as consideration 100,000 (one hundred thousand) shares of common stock in Diopter Technologies, Inc., a California corporation.

**3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES**

A. Assignors are the lawful exclusive owners of and have the right to assign, transfer and convey to Assignee all of their rights, title and interest, including all of their intellectual property rights in United States Patent No. 5932205 and said invention, and no other person has any claim, right, or title to, or interest in, United States Patent No. 5932205 and said invention. Assignors have full power of disposition over, and full right to sell, assign and set over to Assignee, United States Patent No. 5932205 and said invention.



B. United States Patent No. 5932205 and said invention are transferred free and clear of any liens, charges, encumbrances, options or restrictions.

C. Assignors are not aware of any pending, or threatened, suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation against or affecting Assignors or United States Patent No. 5932205 and said invention.

D. Assignors have the right, power and authority to enter into this Agreement.

E. United States Patent No. 5932205 and said invention do not infringe the rights of any person or entity.

F. There are no claims, pending or threatened, with respect to Assignors' rights in United States Patent No. 5932205 and said invention.

G. Assignors are not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

H. This Agreement is valid, binding and enforceable in accordance with its terms.

#### 4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES

A. Assignee, through the undersigned, has the right, power and authority to enter into and perform this Agreement and the transactions contemplated hereby.

B. This Agreement constitutes the valid and binding obligation of Assignee enforceable in accordance with its terms, and the execution, delivery or performance of this Agreement, or the consummation of the transactions contemplated by this Agreement by Assignee will not conflict with any agreement or instrument by which Assignee is a party or by which it is bound.

C. Assignee is a duly organized corporation, existing under the law of the State of California.

#### 5. GENERAL PROVISIONS

A. Arbitration. Except with respect to any injunctive or other equitable relief, which such relief may be sought in a court located in Orange County, California, pending arbitration, any controversy or claim arising out of, or relating to, this Agreement or any breach hereof, shall be settled by the decision of a neutral arbitrator from the Judicial Arbitration Mediation Service, located at Orange County, California, if available, with the Judicial Arbitration Mediation Service ("JAMS") providing the names of three qualified arbitrators and each Party having the ability to strike one of the submitted arbitrators. If less than two are stricken, JAMS shall select from the remaining arbitrators the individual who will serve as the arbitrator under this paragraph. The Parties shall be entitled to the discovery procedures set forth in the California Code of Civil Procedure, Sections 1283, et seq., as enacted and/or subsequently amended. The arbitrator shall have the power to set forth evidence rules to be adhered to during the hearing, hear the evidence, and shall render a written judgment which may be entered in any court having jurisdiction thereof. If for any reason JAMS is not available, then the arbitration shall be conducted pursuant to the rules and procedures for Commercial Arbitration with

the American Arbitration Association. Each Party shall deposit one-half of the fees required by JAMS; however, the arbitrator shall have the discretion to award any arbitration costs incurred to the prevailing Party. If a Party fails to post arbitration fees and that Party's share is posted by the other Party, such Party shall be entitled, in the arbitration award, to reimbursement of all such fees incurred, with interest at the rate of ten percent (10%) per annum from the date deposited, regardless of the outcome of the arbitration.

B. Binding. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto, their heirs, personal representatives, successors, or assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

C. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the internal laws of the State of California (without consideration of the conflict of laws provisions). Additionally, in the event that injunctive or other equitable relief is sought, or in the event any other remedy is available, but not subject to arbitration as provided herein, jurisdiction and venue over such controversy, claim or remedy, arising out of, or relating to, this Agreement or any breach hereof, shall be the Superior Court located in Orange County, California.

D. Headings. The headings used in this Agreement are included solely for the convenience of reference and shall not effect, or be used in connection with, the interpretation of this Agreement.

E. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid for any reason, such illegal, unenforceable or invalid provision shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision of this Agreement is stricken in accordance with the provisions of this subsection, then the stricken provision shall automatically be replaced with a legal, enforceable and valid provision which is as similar in tenor to the stricken provision as is legally possible.

F. Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement or breach thereof, including arbitration proceedings, the prevailing Party shall be entitled to recover from the losing Party all costs and expenses, including, reasonable attorneys' fees and costs and expert witness fees.

G. Entire Subject Matter/No Prior Agreements. This document and those other documents expressly referenced herein and made a part hereto, constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede any and all prior agreements whether in writing or verbal, and neither of the Parties is relying upon any warranties, representations, or inducements not expressly set forth herein.

H. Amendments. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to waive, alter, amend or repeal a particular provision.

I. Further Acts. The Parties agree that they will undertake such further acts as may be necessary or appropriate to carry out the letter and intent of this Agreement. Without limiting the generality of the foregoing, Assignor agrees to execute any and all applications, forms, memoranda, and correspondence, and any other additional documentation, which may be required by the United States Patent and Trademark Office to record and perfect the transaction contained in this Agreement.

J. Counterparts. The Parties hereto have caused this Agreement to be executed on the date set forth opposite the signature of each of the respective parties below, and each of them expressly agree and understand that this Agreement, and the terms and provisions hereof, shall not be enforceable nor binding on any Party until fully executed by all of the Parties.

K. Legal Representation. In executing this Agreement, each of the undersigned Parties represents and warrants that it/she has had the opportunity to be fully advised and represented by legal counsel of its/her own selection, and is fully familiar with all the circumstances surrounding the subject matter of this Agreement and with all the terms of this Agreement, and in executing this Agreement, it/he does so relying wholly upon its own judgment and advice of counsel of its own independent selection. The Parties acknowledges that Christian J. Ziegler, Esq. is counsel for Diopler Technologies, Inc. not for Assignors, and that Assignors have had the opportunity to obtain counsel of his own in conjunction with the negotiation and drafting of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of the Agreement.

M. Time of Essence. Time shall be of the essence with respect to the obligations of the parties to this Agreement.

This Agreement is executed effective as of the date set forth above.

ASSIGNOR:

By:

Christopher Adams

ASSIGNOR:

By:

Ming Wang, M.D.

ASSIGNEE:

By:

Christopher Adams, M.D.  
Its President



My Commission Expires AUG. 23, 2011

By:

Erich W. Ziegler  
Its Secretary

NEED NOTARY LANGUAGE

**PATENT ASSIGNMENT AGREEMENT FOR**  
**UNITED STATES PATENT NO. 5932205**

This Patent Assignment Agreement (the "Agreement") is made effective as of the 24<sup>th</sup> day of October 2009 (the "Effective Date"), by and between Christopher Adams, M.D., of 141 Powderhouse Boulevard, Somerville, MA 02144 and Ming Wang, M.D. of 1801 West End Avenue, Suite 1150, Nashville, TN 37203, on the one hand (hereafter referred to "Assignors"), and Diopter Technologies, Inc., a California corporation, of 3184-B Airway Avenue, Costa Mesa, CA 92626, on the other hand (hereafter referred to as "Assignee"). Assignors and Assignee are sometimes hereinafter collectively referred to as the "Parties" or individually as a "Party".

A. WHEREAS, Assignors have invented a certain invention and are the exclusive owners, of United States Patent No. 5932205, entitled Biochemical Contact Lens for Treating Photoablated Corneal Tissue (hereafter referred to as "United States Patent No. 5932205") pertaining to said invention; and

B. WHEREAS, Assignors desire to sell and assign to Assignee all of Assignors' rights, title and interest in said invention and United States Patent No. 5932205; and

C. WHEREAS, Assignee desires to acquire the entire rights, title and interest of Assignors in said invention and United States Patent No. 5932205; and

IN CONSIDERATION of the covenants, conditions and promises herein contained, the Parties hereto agree as follows:

**1. ASSIGNMENT**

Assignors do hereby, without limitation, irrevocably convey, assign and transfer to Assignee their entire right, title and interest in United States Patent No. 5932205 and said invention, together with any goodwill appurtenant thereto.

**2. CONSIDERATION**

In consideration of the conveyance, assignment and transfer set forth in Section 1 above, Assignee shall pay to each Assignor as consideration 100,000 (one hundred thousand) shares of common stock in Diopter Technologies, Inc., a California corporation.

**3. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES**

A. Assignors are the lawful exclusive owners of and have the right to assign, transfer and convey to Assignee all of their rights, title and interest, including all of their intellectual property rights in United States Patent No. 5932205 and said invention, and no other person has any claim, right, or title to, or interest in, United States Patent No. 5932205 and said invention. Assignors have full power of disposition over, and full right to sell, assign and set over to Assignee, United States Patent No. 5932205 and said invention.

B. United States Patent No. 5932205 and said invention are transferred free and clear of any liens, charges, encumbrances, options or restrictions.

C. Assignors are not aware of any pending, or threatened, suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation against or affecting Assignors or United States Patent No. 5932205 and said invention.

D. Assignors have the right, power and authority to enter into this Agreement.

E. United States Patent No. 5932205 and said invention do not infringe the rights of any person or entity.

F. There are no claims, pending or threatened, with respect to Assignors' rights in United States Patent No. 5932205 and said invention.

G. Assignors are not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

H. This Agreement is valid, binding and enforceable in accordance with its terms.

#### 4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES

A. Assignee, through the undersigned, has the right, power and authority to enter into and perform this Agreement and the transactions contemplated hereby.

B. This Agreement constitutes the valid and binding obligation of Assignee enforceable in accordance with its terms, and the execution, delivery or performance of this Agreement, or the consummation of the transactions contemplated by this Agreement by Assignee will not conflict with any agreement or instrument by which Assignee is a party or by which it is bound.

C. Assignee is a duly organized corporation, existing under the law of the State of California.

#### 5. GENERAL PROVISIONS

A. Arbitration. Except with respect to any injunctive or other equitable relief, which such relief may be sought in a court located in Orange County, California, pending arbitration, any controversy or claim arising out of, or relating to, this Agreement or any breach hereof, shall be settled by the decision of a neutral arbitrator from the Judicial Arbitration Mediation Service, located at Orange County, California, if available, with the Judicial Arbitration Mediation Service ("JAMS") providing the names of three qualified arbitrators and each Party having the ability to strike one of the submitted arbitrators. If less than two are stricken, JAMS shall select from the remaining arbitrators the individual who will serve as the arbitrator under this paragraph. The Parties shall be entitled to the discovery procedures set forth in the California Code of Civil Procedure, Sections 1283, et seq., as enacted and/or subsequently amended. The arbitrator shall have the power to set forth evidence rules to be adhered to during the hearing, hear the evidence, and shall render a written judgment which may be entered in any court having jurisdiction thereof. If for any reason JAMS is not available, then the arbitration shall be conducted pursuant to the rules and procedures for Commercial Arbitration with

the American Arbitration Association. Each Party shall deposit one-half of the fees required by JAMS; however, the arbitrator shall have the discretion to award any arbitration costs incurred to the prevailing Party. If a Party fails to post arbitration fees and that Party's share is posted by the other Party, such Party shall be entitled, in the arbitration award, to reimbursement of all such fees incurred, with interest at the rate of ten percent (10%) per annum from the date deposited, regardless of the outcome of the arbitration.

B. Binding. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto, their heirs, personal representatives, successors, or assigns. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

C. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the internal laws of the State of California (without consideration of the conflict of laws provisions). Additionally, in the event that injunctive or other equitable relief is sought, or in the event any other remedy is available, but not subject to arbitration as provided herein, jurisdiction and venue over such controversy, claim or remedy, arising out of, or relating to, this Agreement or any breach hereof, shall be the Superior Court located in Orange County, California.

D. Headings. The headings used in this Agreement are included solely for the convenience of reference and shall not effect, or be used in connection with, the interpretation of this Agreement.

E. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid for any reason, such illegal, unenforceable or invalid provision shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision of this Agreement is stricken in accordance with the provisions of this subsection, then the stricken provision shall automatically be replaced with a legal, enforceable and valid provision which is as similar in tenor to the stricken provision as is legally possible.

F. Attorneys' Fees. In the event of any controversy, claim, or dispute between the Parties hereto, arising out of or relating to this Agreement or breach thereof, including arbitration proceedings, the prevailing Party shall be entitled to recover from the losing Party all costs and expenses, including, reasonable attorneys' fees and costs and expert witness fees.

G. Entire Subject Matter/No Prior Agreements. This document and those other documents expressly referenced herein and made a part hereto, constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede any and all prior agreements whether in writing or verbal, and neither of the Parties is relying upon any warranties, representations, or inducements not expressly set forth herein.

H. Amendments. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to waive, alter, amend or repeal a particular provision.

I. Further Acts. The Parties agree that they will undertake such further acts as may be necessary or appropriate to carry out the letter and intent of this Agreement. Without limiting the generality of the foregoing, Assignor agrees to execute any and all applications, forms, memoranda, and correspondence, and any other additional documentation, which may be required by the United States Patent and Trademark Office to record and perfect the transaction contained in this Agreement.

J. Counterparts. The Parties hereto have caused this Agreement to be executed on the date set forth opposite the signature of each of the respective parties below, and each of them expressly agree and understand that this Agreement, and the terms and provisions hereof, shall not be enforceable nor binding on any Party until fully executed by all of the Parties.

K. Legal Representation. In executing this Agreement, each of the undersigned Parties represents and warrants that it/she has had the opportunity to be fully advised and represented by legal counsel of its/her own selection, and is fully familiar with all the circumstances surrounding the subject matter of this Agreement and with all the terms of this Agreement, and in executing this Agreement, it/he does so relying wholly upon its own judgment and advice of counsel of its own independent selection. The Parties acknowledges that Christian J. Ziegler, Esq. is counsel for Diopter Technologies, Inc. not for Assignors, and that Assignors have had the opportunity to obtain counsel of his own in conjunction with the negotiation and drafting of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of the Agreement.

M. Time of Essence. Time shall be of the essence with respect to the obligations of the parties to this Agreement.

This Agreement is executed effective as of the date set forth above.


ASSIGNOR:

By:

  
Christopher Adams, M.D.

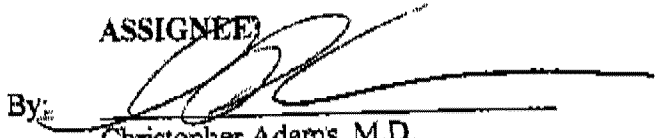
ASSIGNOR:

By:

  
Ming Wang, M.D.

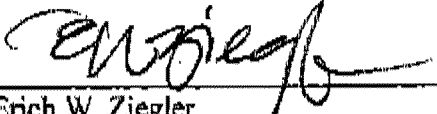
ASSIGNEE:

By:

  
Christopher Adams, M.D.  
Its President



By:

  
\_\_\_\_\_  
Erich W. Ziegler  
Its Secretary