PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ALEXANDER SMITS SMIT	06/13/2016

RECEIVING PARTY DATA

Name:	LIGHTSENSEIP LLP
Street Address:	21-27 LAMB'S CONDUIT STREET
City:	LONDON WC1 N3GS
State/Country:	UNITED KINGDOM
Postal Code:	WC1 N3GS

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	8187256
Patent Number:	8382744
Patent Number:	8596281
Patent Number:	9351794
Patent Number:	9351826

CORRESPONDENCE DATA

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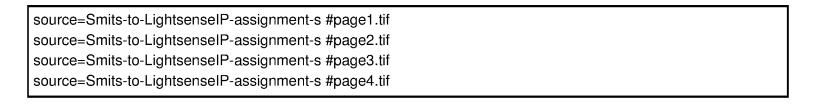
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ATTORNEY DOCKET NUMBER:	SZY GEN 07	
NAME OF SUBMITTER:	ROY ROSSER	
SIGNATURE:	/Roy Rosser/	
DATE SIGNED: 06/13/2016		
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 4

PATENT REEL: 038899 FRAME: 0516

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PATENT REEL: 038899 FRAME: 0517

ASSIGNMENT OF RIGHTS TO PATENTS AND PATENT APPLICATIONS

Whereas, I, <u>Alexander Smits</u> of <u>37 Wheatsheaf Lane</u>, <u>Princeton NJ 08540</u>, hereinafter referred to as the "Assignor", obtained or applied for, patents for the following:

- 1. US Patent No. **8,187,256**, entitled, "<u>Tattoo removal and other dermatological treatments</u> using multi-photon processing" that issued on May 29, 2012;
- 2. US Patent No. **8,382,744**, entitled, "Method and device for cornea reshaping by intrastromal tissue removal" that issued on February 26, 2013;
- 3. US Patent No. **8,596,281**, entitled, "<u>Devices, methods and compositions for presbyopia correction using ultrashort pulse laser" that issued on <u>December 3, 2013</u>;</u>
- 4. US Patent No. **9,351,794** entitled "Method to Alter Damaged Mammalian Skin using a Multiphoton Processes" that issued on May 31, 2016;
- 5. US Patent No. **9,351,826**, entitled, "<u>Cataract Removal Using Ultra-Short Pulse Lasers</u>" that issued on May 31, 2016;

Hereinafter along with the inventions disclosed in the foregoing and information related thereto, referred to as the "Patents", and

Whereas, I am now the sole owner of all rights to the above-identified Patents; and

Whereas, <u>Lightsense IP Ltd.</u> a UK registered company having company registration <u>10112166</u> and a registered address <u>at 21-27 Lamb's Conduit Street, London, WC1 N3GS, United Kingdom</u> (hereinafter referred to as the "Assignee") desires to acquire all rights in and to the Patents and the patents (and any reissues, extensions, continuations, continuations-in-part, divisions or foreign counterpart patents) that may be granted.

Therefore, for valuable consideration, the receipt of which is acknowledged, the Assignor assigns, transfers, and conveys to the Assignee 100% of their right, title, and interest in the inventions and Patents (as well as such rights in any divisions, continuations in whole or part or substitute applications) to the Assignee for the entire term of the issued Patents and any reissues or extensions that may be granted and for the entire terms of any and all foreign patents that may issue from foreign applications (as well as divisions, continuations in whole or part or substitute applications) filed claiming the benefit of the Patents, including all past, present, and future causes of action and claims for damages derived by reason of patent infringement thereof.

Assignor hereby also sells, assigns, transfers, and conveys to Assignee all right, title and interest in and to all:

(a) patentable inventions, invention disclosures, and discoveries described in the Patents such that Assignee is hereby granted the right to apply for (i) future reissues, results of any reexamination, or any other post issuance review of the Patents; (ii) future claims resulting from any post grant proceedings on the Patents; (iii) future Patent application and Patents in any or all jurisdictions that lawfully claim priority to any of the Patents; and/or (iv) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent

protections, or other governmental grants or issuances of any type related by filing priority claim to any of the Patents and the inventions, invention disclosures, and discoveries therein;

- (b) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patents, including, without limitation, all causes of action and other enforcement rights for (i) damages; (ii) injunctive relief; and (iii) any other remedies of any kind for past, current and future infringement; and
- (c) rights to collect royalties or other future payments under or on account of the Patents and/or any of the foregoing.

The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby represents and warrants to Assignee that (a) Assignor owns all right title and interest in the Patents; and (b) no federal funding was utilized in the development of the invention(s) claimed in the Patents. Assignor has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Patents to Assignee. This Agreement has been duly executed and delivered by Assignor. To the knowledge of Assignor, none of Assignor, any prior owner of an Assigned Patent, any inventor, or any of their respective agents or representatives has engaged in any conduct (including, but not limited to, the failure to perform any necessary act) the result of which would invalidate the Patent or render such Patent unenforceable, including, without limitation, misrepresenting or failing to disclose any of such Patents to a standard-setting organization. The Assignor represents that the Patents are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions.

Assignee shall not, without the prior written consent of Princeton, use the name of Princeton or any adaptation thereof, or the name of any trustee, faculty member or other employee of Princeton, (a) in any advertising, promotional or sales literature relating to the Patents or any associated products or services, or (b) in any manner that implies Princeton is endorsing or promoting the such products and services.

Assignor further agrees to: (a) cooperate with Assignee in the prosecution of the Application and foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent for the invention in any and all countries.

Assignor will not voluntarily provide to any third party (that is not an employee, contractor, agent or attorney of Assignor) any documentation or information related to the validity or enforceability of the Patents. Assignor will not voluntarily undertake any course of action that, to the knowledge of Assignor, interferes in any way with the rights obtained by Assignee hereunder or otherwise constitutes a violation of Assignor's obligations under this Agreement, and without limiting the generality of the foregoing, Assignor will not contest Assignee's ownership of or title to the Patents.

Assignee may assign this Agreement and its rights hereunder without the prior written consent of Assignor.

This Agreement constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, if any, between the Parties relating to its subject matter. No provision of this Agreement may be waived, modified or amended unless in writing and signed by the Parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement will remain unaffected, and the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most nearly reflects the original intent of the Parties. Each signatory hereto warrants that he or she is legally competent and authorized to execute this Agreement and to bind the undersigned Party. All Parties have had an opportunity to participate in the drafting of this Agreement; therefore, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitutes one and the same instrument.

Assignee may assign this Agreement and its rights hereunder without the prior written consent of Assignor.

This Agreement constitutes the entire understanding between the Parties and supersedes all other agreements, oral or written, if any, between the Parties relating to its subject matter. No provision of this Agreement may be waived, modified or amended unless in writing and signed by the Parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement will remain unaffected, and the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most nearly reflects the original intent of the Parties. Each signatory hereto warrants that he or she is legally competent and authorized to execute this Agreement and to bind the undersigned Party. All Parties have had an opportunity to participate in the drafting of this Agreement; therefore, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitutes one and the same instrument.

Date: 13 June 2016

Alexander Smits Assignor

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On this 3 day of JUIL, before me, 4/2	ether trans
On this <u>/3</u> day of <u>Juru</u> , before me, <u>Hi</u> the undersigned Notary Public, personally appeared <u>Hi</u>	aunder Smits
ASSIGNOR, personally known to me (or proved to me on	
evidence) to be the person whose name is subscribed to	the within instrument, and
acknowledged to me that he executed the same.	

witness my hand and official seal in <u>New Jerrer</u> County of <u>Nercer</u> on the date set forth in this certificate.

Notary Public

HEATHER EVANS
NOTARY PUBLIC OF NEW JERSEY
ID # 50001803
NA Commission Fooles 829/2010

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RECORDED: 06/13/2016