PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	ON TYPE: NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	3	

CONVEYING PARTY DATA

Name	Execution Date
NOVA COAST MEDICAL LTD.	06/07/2016

RECEIVING PARTY DATA

Name:	CELLVIEW IMAGING INC.	
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Internal Address:	UNIT #2	
City:	City: TORONTO	
State/Country:	CANADA	
Postal Code:	M3K 2A2	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	15318203	

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NAME OF SUBMITTER: LAWRENCE E. LAUBSCHER, JR.		
SIGNATURE:	/leljr/	
DATE SIGNED:	03/28/2017	

Total Attachments: 5

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PATENT ASSIGNMENT

This Patent Assignment ("Assignment"), effective as of June 7, 2016 ("Effective Date"), is by and between Nova Coast Medical Ltd., an Ontario corporation ("Assignor"), and Cellview Imaging Inc., an Ontario corporation ("Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications specified in Schedule 1 attached hereto (collectively, the "Patents");

WHEREAS, pursuant to a separate Asset Purchase Agreement dated as of the date hereof (the "Sale Agreement"), Assignor has agreed to assign to Assignee all of Assignor's rights in and to such Patents;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth hereinafter and in the Sale Agreement, the sufficiency of which is acknowledged, Assignee and Assignor, intending to be legally bound, hereby agree as follows:

- Assignment. Assignor hereby irrevocably grants, sells, conveys, transfers, assigns, delivers and relinquishes exclusively to Assignee, in perpetuity, all of Assignor's respective worldwide right, title, and interest in and to all of the Patents, the inventions described therein, and any and all foreign patent applications and patents that describe said inventions, and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention in any country or countries foreign to the United States, together with (i) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Patents, (ii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Patents, as applicable, (iii) the right to apply, prosecute and obtain patent or similar protection for any invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such applications and (iv) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.
- 2. <u>Recordation and registration of assignment</u>. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO") and to record or register it with all of the other registries at which the Patents are or are intended to be registered (the "Patent Offices"), the parties hereto shall execute this Assignment and any other document that may be required by the Patent Offices (together the "Recordation Forms") in order to record or register the assignment effected hereby, provided however, that Assignee shall prepare such Recordation Forms, at Assignee's expense. The executed Assignment and any Recordation Forms shall be filed by Assignee, at Assignee's expense, with the Patent Offices, together with any schedules and exhibits thereto.

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- 3. <u>Power of Attorney</u>. Assignor does hereby make, constitute and appoint Assignee (and any officer or agent of Assignee as Assignee may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers, deeds and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO. This power of attorney shall be irrevocable.
- 4. <u>Successors and Assigns</u>. This Assignment shall bind Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.

[Signature page follows]

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This Patent Assignment is executed and delivered effective as of the date set forth above.

Nova Coast Medical Ltd.

Name: Rishard Weitz

Title: Director

Cellview Imaging Inc.

By:

Name: Jeffrey Smith

Title: Chairman

[Signature page to Nova Coast Patent Assignment]

This Patent Assignment is executed and delivered effective as of the date set forth above.

Nova Coast Medical Ltd.

By:

Name: Rishard Weitz Title: Director

Cellview Imaging inc.

Name: Jeffrey Smith Title: Chapman

[Signature page to Nova Coast Patent Assignment]

Schedule 1 Patents and Patent Applications

********	Title	Country	Application/ Patent No.	Status
1.	Angular Separation of Scan Channels	PCT	PCT/CA2015/000371	Published
2.	Diffraction Grating for Wavelength Selection in Line-Scan SLO	PCT	PCT/CA2015/000372	Published
3.	Dispersion Compensation	PCT	PCT/CA2015/000375	Published
4.	Focusing Algorithm in OCT-Only Systems	PCT	PCT/CA2015/000374	Published
5.	Retinal Thickness using Auto-correlation method	PCT	N/A	Unpublished
б.	Angular Separation of Scan Channels	U.S.	62/010,689	Unpublished
7.	Diffraction Grating for Wavelength Selection in Line-Scan SLO	U.S.	62/010,656	Unpublished
8.	Dispersion Compensation	U.S.	62/010,643	Unpublished
9.	Focusing Algorithm in OCT-Only Systems	U.S.	9192295	Issued
10.	Retinal Thickness using Auto-correlation method	U.S.	N/A	Unpublished

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RECORDED: 03/28/2017