

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnivision, Inc.		11/15/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dioptics Medical Products, Inc.		
Street Address:	125 Venture Drive		
City:	San Luis Obispo		
State/Country:	CALIFORNIA		
Postal Code:	93401		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2887308	OVER-SITES	
CORRESPONDENCE DATA			
Fax Number:	(408)293-9031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(408) 293-9000		
Email:	derek@westberglaw.com		
Correspondent Name:	Derek J. Westberg		
Address Line 1:	75 E. Santa Clara St., Ste. 1390		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	DIOP-07700		
NAME OF SUBMITTER:	Derek J. Westberg		
Signature:	/Derek J. Westberg/		
Date:	12/05/2006		

OP \$40.00 2887308

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (the "*Assignment*") is entered into effective as of November 15, 2004 by **MAGNIVISION, INC.** ("*Magnivision*"), a Delaware corporation, and **DIOPTICS MEDICAL PRODUCTS, INC.** ("*Dioptics*"), a California corporation. Each of Magnivision and Dioptics are sometimes referred to herein as a "*Party*" and collectively as "*Parties*".

WHEREAS, Magnivision has previously assigned, transferred and conveyed the Magnivision Marks (defined below) to Dioptics pursuant to separate agreements; and

WHEREAS, the Parties wish to further memorialize the transfer of the Magnivision Marks through this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby confirm that:

MAGNIVISION MARKS

"Magnivision Marks" shall mean Magnivision's OVER-SITES trademark, in word mark, stylized, and/or design formats using the OVER-SITES name and any and all of Magnivision's common law rights in the aforementioned items, together with all good will associated with and symbolized by the aforementioned items, as identified in Schedule 1 hereto and all of the good will associated with and symbolized by such marks.

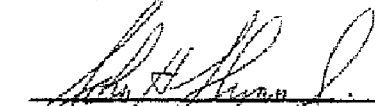
ASSIGNMENT

Magnivision has assigned and transferred, and Dioptics has received and accepted, all of Magnivision's rights, title and interest throughout the world in and to the Magnivision Marks, and all rights, claims and privileges pertaining to the Magnivision Marks, including without limitation: the registrations and applications pertaining thereto, together with the good will of the business associated with and symbolized by the Magnivision Marks; and the right to sue and recover for damages for past, present, and future infringements thereof and to stand in the place of Magnivision in all matters related thereto.

IN WITNESS WHEREOF, Magnivision and Dioptics have caused this Assignment to be entered into as of the Effective Date.

Magnivision, Inc.

Dioptics Medical Products, Inc.

By: 

By: _____

Name: JOHN H. FLYNN

Name: Henry Lane

Title: President

Title: President and CEO

SCHEDULE 1
TO ASSIGNMENT OF TRADEMARKS

United States Trademarks

Mark	Application/Registration No.	Application/Registration Date
<u>OVER-SITES</u>	2,887,308	September 21, 2004